CITY OF MELROSE

CITY COUNCIL

ORDERS OF THE DAY● MAY 1, 2023

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

I. CALL TO ORDER

Pledge of Allegiance

II. READING OF THE MINUTES

City Council - Regular Meeting - Mar 20, 2023 7:45 PM

City Council - Regular Meeting - Apr 18, 2023 7:45 PM

III. PUBLIC COMMENT

Zoom Meeting Information:

When: May 1, 2023 07:30 PM Eastern Time (US and Canada)
Topic: Melrose City Council

Register in advance for this webinar:
https://cityofmelrose-org.zoom.us/webinar/register/WN_er-XFmJtRTW5WbTC55hp2Q

After registering, you will receive a confirmation email containing information about joining the webinar.

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

V. NEW BUSINESS

A. Filings by the Honorable Mayor

1. **APPT-2023-17:** Appointment of James Donohue, 31 Gooch Street, to the Melrose Parks Commission, for a five-year term set to expire on the First Monday of May 2028.

2. **APPRO-2023-26:** An Appropriation from Free Cash in the amount of $481,600 (Four Hundred Eighty One Thousand Six Hundred Dollars) to designated Public Works Account as set forth herein for the City share of the purchase of an Electric Trash Truck and Charging Infrastructure.

3. **APPRO-2023-27:** An Appropriation from Free Cash, account number 01-324001, in the amount of One Hundred Thousand Dollars ($100,000) to the various accounts in the Workers Compensation budget (#912) as set forth herein, to meet current obligations related to Workers Compensation and for any unexpected Workers Compensation costs that may be incurred through the end of the fiscal year.

4. **GRANT-2023-11 :** Acceptance of Massachusetts Department of Environmental Protection DERA Electric Solicitation Grant for the Purchase of an Electric Refuse Vehicle and Charging Infrastructure in the amount of $268,084.35 (Two Hundred Sixty Eight Thousand Eighty Four Dollars and Thirty Five Cents).

   Offered by: Paul Brodeur, Mayor

5. **LIC-2023-15 :** Gasoline & Storage Post Deadline Renewals 2023

6. **LIC-2023-16 :** Request for a Special License pursuant to Article II, Section 93-5 of the City of Melrose Code of Ordinances to house four (4) dogs at 206 Beech Avenue, Melrose, MA

7. **ORDER-2023-91 :** Requesting the City Council vote to authorize the release of a drainage easement located at 22 Stowecroft Road in Melrose

B. Filings by the Honorable City Council

1. **REQ-2023-1:** An Order on the Status of the Replacement of Turf on the Fred Green Field

Sponsored by: Ward 4 Mark Garipay, Ward 6 Jen Grigoraitis, Ward 2 John Obremski

VI. UNFINISHED BUSINESS

A. Appointments/Reappointments

1. **APPT-2023-16:** Reappointment of Cathy Gulino, 25 Apple Hill Road, to the Melrose Board of Assessors for a three-year term set to expire on the last day of February 2026

   Sponsored by: Sarah MacLellan

   From: Finance Committee OUGHT TO PASS

2. **APPT-2023-14:** Appointment of Ellen Cobau, 79 Otis Street, to the Melrose Council on Aging for a three-year term set to expire on the last day of February 2026.

   Sponsored by: Executive Director Stacey Minchello

   From: Health, Education & Welfare Committee OUGHT TO PASS

3. **APPT-2023-15:** Appointment of Robert Tullis, 8 Thurston Road, to the Historic District Commission (HDC), for a three-year term set to expire on the last day of February 2026.

   Sponsored by: City Planner Denise Gaffey

   From: Health, Education & Welfare Committee OUGHT TO PASS

B. Appropriation

1. **APPRO-2023-19:** Non-Union salary adjustment for FY23 HRS compensation study

   From: Appropriations & Oversight Committee OUGHT TO PASS

2. **APPRO-2023-20:** An Appropriation to Melrose Public Schools for the purchase of literacy curriculum.

   From: Appropriations & Oversight Committee OUGHT TO PASS

3. **APPRO-2023-22:** An Appropriation from Sewer Retained Earnings (account # 6000-319000) in the amount of $230,000 and from Water Retained Earnings (account # 6100-319000) in the amount of $440,000. These funds will be appropriated to designated Enterprise Accounts as set forth herein.

   Offered by: Mayor Paul Brodeur

   From: Appropriations & Oversight Committee OUGHT TO PASS

4. **APPRO-2023-24:** An Appropriation from Free Cash in the amount of $12, 310 (Twelve Thousand Three Hundred Ten Dollars) for Memorial Hall Boiler Repair

   From: Appropriations & Oversight Committee OUGHT TO PASS

5. **APPRO-2023-23:** An Appropriation from Free Cash in the amount of $300,000 (Three Hundred Thousand Dollars) to Public Works Accounts as set forth herein and for Phase II of the Franklin School Window Replacement Project

   From: Appropriations & Oversight Committee OUGHT TO PASS

6. **APPRO-2023-25:** An Appropriation in the amount of One Hundred Seventy-Thousand, Seven Hundred Fifty-Three dollars ($170,753) from Contract Stabilization (account number 84042-590000) to Police Salary and Wage (account 012111-511000) and Police OT (account 012111-513000). The appropriation requested is to fund Fiscal 2022 and Fiscal 2023 of the Police Superior Officer Contract.

   From: Appropriations & Oversight Committee OUGHT TO PASS

C. Grants

1. **GRANT-2023-9 :** Acceptance of two grants from the Massachusetts Cultural Council in the amount of $2,500 each

From: Appropriations & Oversight Committee OUGHT TO PASS

2. **GRANT-2023-10 :** Acceptance of State Funding for Fire Headquarters Repairs in the Amount of $150,000 (One Hundred Fifty Thousand Dollars)

From: Appropriations & Oversight Committee OUGHT TO PASS

D. Information Items

E. Licenses

1. **LIC-2023-13 :** 2nd Hand Dealer Renewals Commencing May 1, 2023

From: Protection and License Committee PLACE ON FILE

2. **LIC-2023-11 :** Livery Car Service Renewals commencing May 1, 2023

From: Protection and License Committee PLACE ON FILE

3. **LIC-2023-14 :** Hackney Carriage (Taxi) licenses non-renewals

From: Protection and License Committee PLACE ON FILE

4. **LIC-2023-9 :** Gasoline and Storage Licenses Renewals 2023

From: Protection and License Committee PLACE ON FILE

5. **LIC-2023-10 :** License: Gasoline and Storage Licenses Not Renewed 2023

From: Protection and License Committee PLACE ON FILE

VII. EXPIRIES

VIII. REPORTS FROM COMMITTEES

IX. RULE 53 REPORTS

X. ADJOURNMENT

CITY OF MELROSE

CITY COUNCIL

MINUTES● MARCH 20, 2023

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

I. CALL TO ORDER

Pledge of Allegiance

Attendee Name	Title	Status	Arrived
Christopher Cinella	At-Large	Present	
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Maya Jamaleddine	At-Large	Present	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	7:47 PM
John Obremski	Ward 2	Present	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Jen Grigoraitis	Ward 6	Present	

II. READING OF THE MINUTES

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

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

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

III. PUBLIC COMMENT

Motion: Public Comment

Motion: By unanimous consent open public comment
By: President Grigoraitis - No objection. Motion carried.

No one comes forward.

Motion: By unanimous consent close public comment
By: President Grigoraitis - No objection. Motion carried.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

V. NEW BUSINESS

A. Filings by the Honorable Mayor

1. **APPRO-2023-18:** MWRA LFAP I/I Phase 12 Request

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

2. **LIC-2023-8 :** License: Class II Motor Vehicle Renewal Application

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

B. Filings by the Honorable City Council

VI. UNFINISHED BUSINESS

A. Appropriation

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

   Offered by: Paul Brodeur, Mayor

   From: Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

From: Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

From: Appropriations & Oversight Committee OUGHT TO PASS

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

B. Grants

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

Offered by: Paul Brodeur, Mayor

From: Appropriations & Oversight Committee OUGHT TO PASS

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

C. Information Items

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

Sponsored by: At-Large Christopher Cinella

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

From: Appropriations & Oversight Committee RECOMMEND PLACE ON FILE

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

D. Licenses

E. Appointments

Motion: conjoin for concurrent action

Motion: conjoin for concurrent action
By: Councilor Karamcheti, Second: Councilor Stewart - motion carried.

The following legislative files were conjoined Order 2023-68; Order 2023-69; Order 2023-71, Order 2023-73; Order 2023-74; Appt 2023-1, Appt 2023-3, Appt 2023-4.

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

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

Offered by: Mayor Paul Brodeur

From: Health, Education & Welfare Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Offered by: Mayor Paul Brodeur

From: Health, Education & Welfare Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

From: Health, Education & Welfare Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

From: Public Service Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

From: Health, Education & Welfare Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

From: Health, Education & Welfare Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

From: Health, Education & Welfare Committee OUGHT TO PASS

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

Motion: Suspend the Rules

Motion: Suspend the Rules
By: Councilor Karamcheti, Second: Councilor Cinella - motion carried.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Rules suspended to hear from the candidate. Ms. Goldberg is enthused to see female leadership both locally and nationally. Looking to bring political advancement and policy perspective to the Commission. Also interested in promotion and a public awareness outreach encouraging women/girls to be all they can be.

Councilor Jamaleddine offers words of welcome and thanks. Councilor Karamcheti thanks the candidate for volunteering her service. Councilor Stewart is happy to see another Ward 3 resident step forward.

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

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

From: Health, Education & Welfare Committee OUGHT TO PASS

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

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

From: Health, Education & Welfare Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

From: Health, Education & Welfare Committee OUGHT TO PASS

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

VII. EXPIRIES

VIII. REPORTS FROM COMMITTEES

IX. RULE 53 REPORTS

X. ADJOURNMENT

Motion: Adjourn

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

Meeting adjourned at 8:10 p.m.

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

MINUTES● MARCH 6, 2023

Council Chamber, First Floor, Melrose City Hall Regular Meeting **8:06 PM**
562 Main Street, Melrose, MA 02176

I. CALL TO ORDER

Pledge of Allegiance

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

II. READING OF THE MINUTES

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

By unanimous consent, President Grigoraitis moves to accept without reading. No objection, motion passes

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

III. PUBLIC COMMENT

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

Meeting ID:
985 8435 9192

Motion: open and close public comment by unanimous consent

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Motion: Open Public Comment
By: President Grigoraitis, No objection - motion carried.

Three St. Mary's students Emma, Felicia and Anna offer their pointed, well articulated and heart felt pleas to our young residents that they wear helmets when biking to avoid injury and brain trauma.

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

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

IV. PUBLIC HEARING

None

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

VI. NEW BUSINESS

A. Filings by the Honorable Mayor

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

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

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

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

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

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

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

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

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

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

B. Filings by the Honorable City Council

VII. UNFINISHED BUSINESS

Appropriation

Grants

Information Items

Licenses

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

From: Protection and License Committee PLACE ON FILE

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**PLACE ON FILE [9 TO 0]**
MOVER:	Mark Garipay, Ward 4
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	Jack Eccles, John Obremski

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

From: Protection and License Committee PLACE ON FILE

RESULT:	**PLACE ON FILE [9 TO 0]**
MOVER:	Mark Garipay, Ward 4
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	Jack Eccles, John Obremski

Orders

VIII. EXPIRIES

None

IX. REPORTS FROM COMMITTEES

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

Offered by: Mayor Paul Brodeur

From: Legal & Legislative Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**PASSED [9 TO 0]**
MOVER:	Ryan Williams, Ward 7
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	Jack Eccles, John Obremski

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

Offered by: Mayor Paul Brodeur

From: Legal & Legislative Committee OUGHT TO PASS

RESULT:	**PASSED [9 TO 0]**
MOVER:	Ryan Williams, Ward 7
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	Jack Eccles, John Obremski

X. RULE 53 REPORTS

Councilor MacMaster reminds colleagues and the public, in advance of the observation of Memorial Day, that service member remembrance bricks may be purchased through the Veterans Services Office to be placed at the reflection area in the Knoll. Purchase price is $150 and order deadline is March 31, 2023.

XI. ADJOURNMENT

Motion: Adjourn

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

Meeting adjourned at 8:18 p.m.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**PASSED [9 TO 0]**
MOVER:	Christopher Cinella, At-Large
SECONDER:	Robb Stewart, Ward 3
AYES:	Cinella, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	Jack Eccles, John Obremski

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

MINUTES● FEBRUARY 21, 2023

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

I. CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

II. READING OF THE MINUTES

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

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

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

III. PUBLIC COMMENT

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

Webinar ID: 920 8245 4561

To join a Zoom webinar:

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

Motion: Public Comment

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

No one comes forward.

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

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

IV. PUBLIC HEARING

V. NEW BUSINESS

Filings by the Honorable Mayor

Motion: Immediate Consideration / No Objection

Motion: Immediate Consideration
By: Councilor Eccles - No Objection

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

Motion: Suspend the Rules

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

   Offered by: Mayor Paul Brodeur

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

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

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

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Offered by: Paul Brodeur, Mayor

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

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

Offered by: Paul Brodeur, Mayor

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

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

Offered by: Mayor Paul Brodeur

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Offered by: Mayor Paul Brodeur

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

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

Offered by: Mayor Paul Brodeur

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

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

Offered by: Mayor Paul Brodeur

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

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

Offered by: Mayor Paul Brodeur

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Offered by: Mayor Paul Brodeur

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

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

    Offered by: Mayor Paul Brodeur

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

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

    Offered by: Mayor Paul Brodeur

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

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

    Offered by: Mayor Paul Brodeur

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Offered by: Mayor Paul Brodeur

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

Filings by the Honorable City Council

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

None

VII. UNFINISHED BUSINESS

Appropriation

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

Sponsored by: Health Director Anthony Chui

From: Appropriations & Oversight Committee PLACE ON FILE

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

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

Offered by: Paul Brodeur, Mayor

From: Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

Grants

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

Offered by: Paul Brodeur, Mayor

Sponsored by: Health Director Anthony Chui

From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

Offered by: Paul Brodeur, Mayor

From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

Offered by: Paul Brodeur, Mayor

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

From: Appropriations & Oversight Committee OUGHT TO PASS

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

Orders

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

Sponsored by: Ward 6 Jen Grigoraitis

From: Finance Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

From: Finance Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

From: Health, Education & Welfare Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

From: Health, Education & Welfare Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: Director Linda C.W. Gardener

From: Health, Education & Welfare Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Offered by: Mayor Paul Brodeur

From: Health, Education & Welfare Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

From: Public Service Committee OUGHT TO PASS

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

VIII. REPORTS FROM COMMITTEES

None

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

IX. EXPIRIES

None

X. RULE 53 REPORTS

XI. ADJOURNMENT

Motion: Adjourn

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

Meeting adjourned at 8:15 p.m.

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

MINUTES● FEBRUARY 6, 2023

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

I. CALL TO ORDER

Pledge of Allegiance

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

II. READING OF THE MINUTES

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

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

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

III. PUBLIC COMMENT

Motion: Public Comment

Motion: Open and Close Public Comment
By: President Grigoraitis - moves to open by unanimous consent. No objection Motion carried.

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

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

V. NEW BUSINESS

A. Filings by the Honorable Mayor

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

   Offered by: Paul Brodeur, Mayor

   Sponsored by: Health Director Anthony Chui

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

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

   Offered by: Paul Brodeur, Mayor

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

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

   Offered by: Paul Brodeur, Mayor

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

   Offered by: Mayor Paul Brodeur

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

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

   Offered by: Mayor Paul Brodeur

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

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

   Offered by: Mayor Paul Brodeur

   Sponsored by: Mayor Paul Brodeur

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

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: Director Linda C.W. Gardener

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

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

Offered by: Mayor Paul Brodeur

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

    Offered by: Mayor Paul Brodeur

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

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

    Offered by: Paul Brodeur, Mayor

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

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

RESULT:	**ASSIGNED TO COMMITEE**

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

RESULT:	**ASSIGNED TO COMMITEE**

B. Filings by the Honorable City Council

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

   Sponsored by: At-Large Christopher Cinella

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

VI. UNFINISHED BUSINESS

A. Grants

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

   Offered by: Paul Brodeur, Mayor

   From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

   Offered by: Paul Brodeur, Mayor

   Sponsored by: Fire Chief Ed Collina

   From: Appropriations & Oversight Committee OUGHT TO PASS

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

B. Information Items

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

From: Appropriations & Oversight Committee RECOMMEND PLACE ON FILE

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

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

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

From: Appropriations & Oversight Committee RECOMMEND PLACE ON FILE

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

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

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

From: Appropriations & Oversight Committee RECOMMEND PLACE ON FILE

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

C. Licenses

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

From: Protection and License Committee OUGHT TO PASS

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

D. Orders

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

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

From: Public Service Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

Sponsored by: Ward 6 Jen Grigoraitis

From: Finance Committee OUGHT TO PASS

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Offered by: Mayor Paul Brodeur

Sponsored by: David Hoff

From: Health, Education & Welfare Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: John Capuano

From: Health, Education & Welfare Committee OUGHT TO PASS

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

VII. EXPIRIES

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

Sponsored by: Health Director Anthony Chui

From: City Council RECOMMITTED

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Offered by: Mayor Paul Brodeur

From: City Council RECOMMITTED TO COMMITTEE

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

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

VIII. REPORTS FROM COMMITTEES

IX. RULE 53 REPORTS

X. ADJOURNMENT

Motion: Adjourn

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Motion: Adjourn
By: Councilor Cinella, Second: Councilor Williams - motion carried
Meeting adjourned at 8:15 p.m.

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

MINUTES● JANUARY 17, 2023

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

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. READING OF THE MINUTES

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

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

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

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

IV. PUBLIC COMMENT

Remote Link for Public Comment:
<https://cityofmelrose-org.zoom.us/j/99081483447?pwd=Nm1hT3R1Z3l2cWJ3bTZkdVBzbW1Kdz09>

Meeting ID:
990 8148 3447

Password:
Melrose

V. NEW BUSINESS

A. Filings by the Honorable Mayor

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

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

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

   Offered by: Paul Brodeur, Mayor

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Offered by: Paul Brodeur, Mayor

Sponsored by: Fire Chief Ed Collina

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

Motion: Immediate Consideration / No Objection

Motion: Immediate Consideration
By: Councilor Cinella - No Objection

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: Fire Chief Ed Collina

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

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: David Hoff

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: John Capuano

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

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

Sponsored by: Ward 6 Jen Grigoraitis

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

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

Sponsored by: Ward 6 Jen Grigoraitis

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

B. Filings by the Honorable City Council

VI. FROM COMMITTEE

A. Appropriations

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

From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

Offered by: Paul Brodeur, Mayor

Sponsored by: Treasurer/Collector Kathryn Armata

From: Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

B. Grants

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

   Offered by: Mayor Paul Brodeur

   Sponsored by: Mayor Paul Brodeur

   From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

   Sponsored by: Executive Director Stacey Minchello

   From: Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Offered by: Paul Brodeur, Mayor

Sponsored by: Fire Chief Ed Collina

From: Appropriations & Oversight Committee OUGHT TO PASS

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

C. Licenses

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

From: Protection and License Committee PLACED ON FILE

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

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

From: Protection and License Committee PLACED ON FILE

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

D. Orders

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

   Offered by: Mayor Paul Brodeur

   From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

   Offered by: Mayor Paul Brodeur

   From: Health, Education & Welfare Committee OUGHT TO PASS

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Offered by: Mayor Paul Brodeur

From: Health, Education & Welfare Committee OUGHT TO PASS

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

VII. RULE 53 REPORTS

Point of Personal Privilege

Motion: Point of Personal Privilege
By: President Grigoraitis

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

VIII. ADJOURNMENT

Motion: Adjourn

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

Meeting adjourned at 8 p.m.

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

MINUTES● JANUARY 3, 2023

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

I. CALL TO ORDER - 2023 ORGANIZATIONAL MEETING

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

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

II. CALL TO ORDER

III. PUBLIC COMMENT

Motion: Public Comment

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

No one comes forward. No one is present online.

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

IV. NEW BUSINESS

A. Filings by the Honorable Mayor

B. Filings by the Honorable City Council

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

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

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

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

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

VI. ADJOURNMENT

Motion: Adjourn

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

Meeting adjourned at 07:38 p.m.

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

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RULES OF ORDER
MELROSE CITY COUNCIL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Adopted January 2023

OVERVIEW

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

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

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RULES OF ORDER

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

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

PRESIDENT

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

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

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

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

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

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

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

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CITY CLERK AND ASSISTANT CITY CLERK

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

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

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

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

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

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

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

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

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

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

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

CONDUCT & DECORUM OF MEMBERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STANDING COMMITTEES

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

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

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

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

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

The following Standing Committees are hereby established:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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COMMITTEE OF THE WHOLE

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

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

CLERK OF COMMITTEES

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

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

ORDER OF BUSINESS

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

I. Call to Order

II. Reading of the Minutes -- An electronic copy of the minutes shall be transmitted to the full Council twenty-four (24) hours in advance of any vote regarding those minutes. Minutes of each meeting of the full Council shall be given to the City Clerk to be posted on the city website within twenty-four (24) hours after the minutes are accepted by the full Council.

III. Public Comment

IV. Public Hearings

V. New Business

a) Filings by the Honorable Mayor

b) Filings by Members of the City Council

VI. Communications from the Honorable Mayor & Other City Officials

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VII. Unfinished Business

VIII. Reports from Committees

IX. Expiries

X. Rule 53 Reports

X1. Adjournment

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

Rule 29A Each meeting of the Council or any standing committee thereof shall allow up to ten (10) minutes per person for public comment prior to the reading of "COMMUNICATIONS FROM THE MAYOR AND OTHER CITY OFFICIALS." Members of the public shall limit their remarks to matters on the agenda for the meeting at which they speak and shall be out of order if said speaker addresses other issues not on the agenda. There will be an option to speak in public comment via remote participation whenever practicable, to be managed by the City Clerk and/or the Clerk of Committees. This rule shall only be suspended by unanimous consent of the members.

LEGISLATIVE PROCEEDINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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5. To postpone to a day certain

6. To amend

7. To postpone indefinitely

Motions shall have precedence in the order arranged.

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

To Adjourn: No Debate

Roll Call: No Debate

Lay on Table: No Debate

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

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

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

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

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

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

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

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

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

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

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

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

APPEAL

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

USE OF COUNCIL CHAMBER

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

CAUCUS & ELECTION OF PRESIDENT

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

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

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

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

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

MISCELLANEOUS

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

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

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

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

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

1. Notice shall be given by immediate publication once in a newspaper of local circulation and for not less than two (2) weeks on the City's website homepage that the vacancy exists and that are placement is being sought.

2. Individuals interested in filling the vacancy (hereinafter "Applicants") shall be requested to contact the Clerk of Committees. By the close of business of the 14th day following publication in a newspaper of local circulation, applicants shall submit a letter of intent and resume to the Clerk of Committees.

3. Applicants who have complied with Rule 52, Section 2 above shall be invited to a meeting of the full Council, at which time all applicants will be given an opportunity to address the Council. At that time, Applicants will be afforded up to 10 minutes to make a statement; and Councilors will have the opportunity to ask questions of the Applicants.

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4. After all applicants have been given an opportunity to address the Council, an election shall be conducted.

5. In order to be eligible for election, an Applicant must have their name placed in nomination and must receive a second.

6. The voting shall be public with each member of the Council stating the name of the Applicant for whom they are voting.

7. The first Applicant to receive six (6) votes shall be elected pursuant to Section 2-11(c) of the City Charter.

8. If there is more than one Applicant and no Applicant receives six (6) votes on the first ballot, the two (2) individuals who receive the most votes shall move to a second ballot. The other Applicants shall be eliminated. In the event that there is a tie for either of the top two spots, any individual in such a tie shall move on to a second ballot.

9. In the event that no Applicant receives six (6) votes after at least five (5) ballots, the Council may place the order on the table and continue with the process at the next regularly scheduled meeting of the full Council.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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COMMENTARY

Rule 4

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

Rule 7A

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

Rule 8

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

Rule 13

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

Rule 28

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

Rule 32

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

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

Rule 35

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

Rule 48

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

Rule 55

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

Rule 56

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

Rule 57

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

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

Rule 58

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

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CITY OF MELROSE

CITY COUNCIL

MINUTES● JANUARY 3, 2023

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

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. READING OF THE MINUTES

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

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

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

IV. PUBLIC COMMENT

Motion: Public Comment

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

No one comes forward.

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

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

V. NEW BUSINESS

A. Filings by the Honorable Mayor

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

   Offered by: Paul Brodeur, Mayor

   Sponsored by: Treasurer/Collector Kathryn Armata

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

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

   Offered by: Paul Brodeur, Mayor

   Sponsored by: Fire Chief Ed Collina

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

B. Filings by the Honorable City Council

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

VII. UNFINISHED BUSINESS

VIII. REPORTS FROM COMMITTEES

IX. EXPIRIES

X. RULE 53 REPORTS

President Grigoraitis reports out the 2023 committee assignments to members.

XI. ADJOURNMENT

Motion: Adjourn

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

Meeting adjourned at 7:49 p.m.

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

MINUTES● DECEMBER 19, 2022

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

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. READING OF THE MINUTES

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

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

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

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

IV. PUBLIC COMMENT

Motion: Public Comment

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

No one comes forward.

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

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

V. PUBLIC HEARING - 8 PM

Public Hearing order 2022-113 National Grid plan #27967397

Motion: Public Hearing

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

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

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

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

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

Motion: Public Comment

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

No one comes forward.

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

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

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

From: Public Works Committee PLACE ON FILE

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

VI. NEW BUSINESS

A. Filings by the Honorable Mayor

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

   Offered by: Mayor Paul Brodeur

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

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

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

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

   Offered by: Mayor Paul Brodeur

   Sponsored by: Mayor Paul Brodeur

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

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

   Offered by: Mayor Paul Brodeur

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

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

   Offered by: Mayor Paul Brodeur

   Sponsored by: Mayor Paul Brodeur

RESULT:	**ASSIGNED TO COMMITTEE**

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

   Offered by: Mayor Paul Brodeur

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

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

   Sponsored by: Executive Director Stacey Minchello

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

B. Filings by the Honorable City Council

Motion: Immediate Consideration / No Objection

Motion: Immediate Consideration
By: Councilor Grigoraitis - No Objection

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

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

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

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

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

VIII. LICENSES

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

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

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

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

IX. UNFINISHED BUSINESS

X. REPORTS FROM COMMITTEES

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

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

From: Health, Education & Welfare Committee OUGHT TO PASS

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

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

Sponsored by: Health Director Anthony Chui

From: Appropriations & Oversight Committee OUGHT NOT TO PASS

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

Motion: Remove Order 2023-41 from Committee

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

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

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

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

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

Motion: Remove Order 2023-43 from Committee

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

From: Appropriations & Oversight Committee OUGHT TO PASS

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

XI. EXPIRIES

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

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee HELD IN COMMITTEE

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

XII. RULE 53 REPORTS

XIII. ADJOURNMENT

Motion: Adjourn

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

Meeting adjourned at 8:03 p.m.

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

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CITY OF MELROSE

CITY COUNCIL

MINUTES● DECEMBER 5, 2022

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

I. CALL TO ORDER

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

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

II. PUBLIC COMMENT

Motion: Public Comment by unanimous consent

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

No one comes forward.

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

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

III. NOMINATIONS

Motion: to open the floor for nominations

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

Motion: to close the floor for nominations

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

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

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

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

IV. ADJOURNMENT

Motion: Adjourn by unanimous consent

Motion: Adjourn
By: Councilor MacMaster - motion carried. No objections

Meeting adjourned at 7:41 p.m.

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

MINUTES● DECEMBER 5, 2022

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

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. READING OF THE MINUTES

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

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

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

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

IV. PUBLIC COMMENT

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

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

No one comes forward.

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

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

V. PUBLIC HEARING - 8 PM

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

Motion: Recess briefly prior to start of public hearing

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

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

Motion: Open the Public Hearing by unanimous consent

Motion: Open the Public Hearing by unanimous consent
By: President Cinella - motion carried. No objection
The Public Hearing commences at 8p.m.

Motion: Close Public Hearing by unanimous consent
By: President Cinella - motion carried.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Motion: Public Comment by unanimous consent

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

No one comes forward.

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

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

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

Offered by: Mayor Paul Brodeur

From: City Council HOLD

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

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

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

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

VI. NEW BUSINESS

A. Filings by the Honorable Mayor

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

   Offered by: Mayor Paul Brodeur

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

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

   Offered by: Mayor Paul Brodeur

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

B. Filings by the Honorable City Council

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

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

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

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

Motion: Immediate Consideration / No Objection

Motion: Immediate Consideration
By: Councilor Eccles - No Objection

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

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

Sponsored by: Health Director Anthony Chui

From: City Council PASSED

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

VIII. LICENSES

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

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

IX. UNFINISHED BUSINESS

X. REPORTS FROM COMMITTEES

XI. EXPIRIES

XII. RULE 53 REPORTS

XIII. ADJOURNMENT

Motion: Adjourn

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

Meeting adjourned at 8:45 p.m.

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

MINUTES● NOVEMBER 21, 2022

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

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. READING OF THE MINUTES

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

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

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

IV. PUBLIC COMMENT

Motion: Public Comment

Motion: Open Public Comment
By: Councilor Stewart, Second: Councilor Eccles - motion carried.

No one comes forward.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

V. NEW BUSINESS

A. Filings by the Honorable Mayor

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

Offered by: Mayor Paul Brodeur

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

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

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

Sponsored by: Health Director Anthony Chui

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

B. Filings by the Honorable City Council

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

VII. RESOLUTIONS

Motion: Immediate Consideration / No Objection

Motion: Immediate Consideration
By: Councilor Grigoraitis - No Objection

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

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

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

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

VIII. LICENSES

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

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

IX. UNFINISHED BUSINESS

X. REPORTS FROM COMMITTEES

Motion: Order from Committee

Motion: Take Order 2023-9 from Committee
By: Councilor Stewart, Second: Councilor Williams - motion carried.

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

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

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

From: Public Service Committee RECOMMEND PLACE ON FILE

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

Motion: Order from Committee

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

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

From: Public Service Committee OUGHT TO PASS

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

XI. RULE 53 REPORTS

XII. ADJOURNMENT

Motion: Adjourn

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Meeting adjourned at 8:09 p.m.

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

MINUTES● NOVEMBER 14, 2022

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

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. READING OF THE MINUTES

Accept the meeting minutes

Motion: Accept the Oct 3, Oct 11, Oct 17 and Oct 27 minutes without reading by unanimous consent
By: President Cinella, No objection - motion carried.

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

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

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

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

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

IV. PUBLIC COMMENT

Motion: Public Comment

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

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

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

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

V. PUBLIC HEARING - 8 PM

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Public Hearing

Motion: Open the Public Hearing by unanimous consent.
By: President Cinella no objection - motion carried.
The Public Hearing commences at 8:00 p.m.

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

Motion: Close Public Hearing
By: Councilor Garipay; Second Councilor Stewart - motion carried.

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

Public Comment for the utility petition

Motion: Open Public Comment for the public hearing by unanimous consent
By: President Cinella no objection- motion carried.

No one comes forward.

Motion: Close Public Comment for the public hearing by unanimous consent
By: President Cinella no objection- motion carried.

Motion: Recess

Motion: Recess briefly.
By: Councilor Willams, - motion carried.

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

VI. NEW BUSINESS

A. Filings by the Honorable Mayor

Motion: Immediate Consideration for 2023-33 / No Objection

Motion: Immediate Consideration
By: Councilor Grigoraitis - No Objection

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

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

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

Motion: Immediate Consideration for 2023-34 / No Objection

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

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

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

Motion: Immediate Consideration for 2023-35 / No Objection

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Offered by: Mayor Paul Brodeur

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

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

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

Offered by: Mayor Paul Brodeur

Sponsored by: Mayor Paul Brodeur

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

B. Filings by the Honorable City Council

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

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

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Public Service Committee

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

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

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

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

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

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

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

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

VIII. PETITIONS

Motion: Immediate Consideration / No Objection

Motion: Immediate Consideration
By: Councilor MacMaster - No Objection

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

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

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

RESULT:	**REFER TO COMMITTEE**

IX. UNFINISHED BUSINESS

X. REPORTS FROM COMMITTEES

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

Sponsored by: Mayor Paul Brodeur

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Sponsored by: Health Director Anthony Chui

From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

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

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

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

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

Sponsored by: Health Director Anthony Chui

From: Health, Education & Welfare Committee OUGHT TO PASS

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

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

Procedural note

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

XI. EXPIRIES

XII. RULE 53 REPORTS

XIII. ADJOURNMENT

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

Motion: Adjourn

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Meeting adjourned at 8:35 p.m.

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

BULLETIN● OCTOBER 3, 2022

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

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

ORDER-2023-20 Grant

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

Assigned to Committee **Appropriations & Oversight Committee**

ORDER-2023-21 Grant

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

Assigned to Committee **Appropriations & Oversight Committee**

ORDER-2023-22 Grant

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

Assigned to Committee **Appropriations & Oversight Committee**

ORDER-2023-23 Grant

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

Assigned to Committee **Appropriations & Oversight Committee**

ORDER-2023-24 Appropriation

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

Assigned to Committee **Appropriations & Oversight Committee**

ORDER-2023-25 Proclamation

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

Placed on File

LIC-2023-1 License - Gasoline Storage

Gasoline & Storage License Post Deadline Renewal 2022

Granted

ORDER-2023-10 Appointment

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

Adopted

ORDER-2023-11 Appointment

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

Adopted

ORDER-2023-14 Grant

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

Passed

ORDER-2023-15 Grant

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

Passed

ORDER-2023-16 Bond

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

Passed

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

BULLETIN● OCTOBER 11, 2022

Council Chamber, First Floor, Melrose City Hall Special Meeting **7:00 PM**
562 Main Street, Melrose, MA 02176

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

ORDER-2023-26 Informational

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

Placed on File

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

BULLETIN● OCTOBER 17, 2022

Council Chamber, First Floor, Melrose City Hall Regular Meeting **8:20 PM**
562 Main Street, Melrose, MA 02176

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

ORDER-2023-27 Bond

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

Assigned to Committee **Appropriations & Oversight Committee**

ORDER-2023-28 Bond

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

Assigned to Committee **Appropriations & Oversight Committee**

ORDER-2023-29 Appropriation

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

Assigned to Committee **Appropriations & Oversight Committee**

ORDER-2023-30 Appropriation

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

Assigned to Committee **Appropriations & Oversight Committee**

ORDER-2023-31 Appropriation

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

Assigned to Committee **Appropriations & Oversight Committee**

GRANT-2023-1 Grant

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

Assign to Committee **Appropriations & Oversight Committee**

ORDER-2023-32 Contract

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

Assigned to Committee **Health, Education & Welfare Committee**
Health, Education & Welfare Committee

INFO-2023-8 Election

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

Filed

PET-2023-1 Utility Petition

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

Refer to Committee **Public Works Committee**

ORDER-2023-9 Appointment

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

Adopted

ORDER-2023-17 Appointment

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

Adopted

ORDER-2023-18 Appointment

Appointment of Susan Lawson Cann to Melrose Cemetery Commission

Adopted

ORDER-2023-19 Appointment

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

Adopted

INFO-2023-6 Informational

Status of the Melrose Public Library Construction

Filed

ORDER-2023-20 Grant

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

Hold **City Council**

ORDER-2023-22 Grant

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

Hold **City Council**

ORDER-2023-21 Grant

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

Hold **City Council**

ORDER-2023-23 Grant

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

Hold **City Council**

ORDER-2023-24 Appropriation

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

Hold

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

BULLETIN● OCTOBER 27, 2022

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

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

ORDER-2023-20 Grant

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

Passed

ORDER-2023-21 Grant

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

Passed

ORDER-2023-22 Grant

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

Passed

ORDER-2023-23 Grant

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

Passed

ORDER-2023-24 Appropriation

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

Passed

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

TERRENCE M. REIDY
Secretary

FRANK POZNIAK
Executive Director

November 2, 2022

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

Dear Chief Lyle:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2023 State 911 Department Support and Incentive Grant** program.

For your files, attached please find a copy of the executed contract and the final approved Appendix A: Personnel Costs form for your grant. Please note your contract start date is **November 2, 2022** and will run through June 30, 2023. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2023.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/E911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

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

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY 2023 Support and Incentive Grant File

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023 SUPPORT AND INCENTIVE GRANT

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Melrose **(and d/b/a):** Melrose Police Department	**COMMONWEALTH DEPARTMENT NAME:** State 911 Department **MMARS Department Code:** EPS
Legal Address: (W-9, W-4): 562 Main Street, Melrose MA 02176	**Business Mailing Address:** 151 Campanelli Drive, Suite A, Middleborough, MA 02346
Contract Manager: Kim Upton **Phone:** 781.979.4457	**Billing Address (if different):**
E-Mail: kupton@cityofmelrose.org **Fax:** 781.979.4488	**Contract Manager:** Cindy Reynolds **Phone:** 508-821-7299
Contractor Vendor Code: VC 6000192116	**E-Mail:** 911DeptGrants@mass.gov **Fax:** 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001. **(Note: The Address ID must be set up for EFT payments.)**	**MMARS Doc ID(s):** CT EPS SUPG **RFR/Procurement or Other ID Number:** FY23 SUPG

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ Statewide Contract (OSD or an OSD-designated Department)
- __ Collective Purchase (Attach OSD approval, scope, budget)
- X Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- __ Emergency Contract (Attach justification for emergency, scope, budget)
- __ Contract Employee (Attach Employment Status Form, scope, budget)
- __ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

CONTRACT AMENDMENT

Enter Current Contract End Date *Prior* to Amendment: _____, 20___.

Enter Amendment Amount: $_____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- __ Amendment to Date, Scope or Budget (Attach updated scope and budget)
- __ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
- __ Contract Employee (Attach any updates to scope or budget)
- __ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

- __ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
- X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). $ 90,505.00.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **Contract is for the reimbursement of funds under the State 911 Department FY 2023 Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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

(Updated 6/30/20)

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023

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

All Cert's ✓ CR

NAME OF PSAP: Melrose Police Department

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

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

*Please use additional pages if needed.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023 SUPPORT AND INCENTIVE GRANT

RECEIVED
OCT 21 2022
State 911 Department
Middleborough, MA

Type of PSAP: (please check one)
☑ *Primary* ☐ *Regional* ☐ *Regional Secondary*
☐ *Regional Emergency Communication Center*

Name of Eligible Entity (PSAP/RECC)	Melrose Police Department
Address	56 West Foster Street
City/Town/Zip	Melrose / MA / 02176
Telephone Number	781.665.1212
Fax Number	781.979.4488
Website	melrosepolice.net
Name & Title of Authorized Signatory	Michael L. Lyle / Chief of Police
Telephone Number	781.979.4468
Email Address	mlyle@cityofmelrose.org
Name & Title of Grant Contract Manager	Kim Upton / Office Manager
Telephone Number	781.979.4457
Email Address	kupton@cityofmelrose.org

Total Grant Program funds requested: **$90,505.00**

REQUIRED

☑ **Applicant has a continuity of operations plan (COOP)**

☑ **Applicant acknowledges its Alternate PSAP**

Goal and Desired Outcome

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

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

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

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023 SUPPORT AND INCENTIVE GRANT

BUDGET SUMMARY

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

*Total amount must exactly match amount requested on application page

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023 SUPPORT AND INCENTIVE GRANT

DETAIL NARRATIVE

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

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

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

☐ Attach Appendix A

Total Category A | **$ 72029.00**

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

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

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

Vendor: U.S. Fuel Inc.

☐ Attach Quote and mark with letter B

Total Category B | **$ 350.00**

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

DATE
July 1, 2022 -
June 30, 2023

BILL TO
Melrose Police Department
56 West Foster Street
Melrose, MA 02176

SITE
Melrose Police Department
56 West Foster Street
Melrose, MA 02176

▼ TEAR HERE PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

AMOUNT ENCLOSED $_____

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

Total due: $350.00

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023 SUPPORT AND INCENTIVE GRANT

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

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

C. Computer-aided Dispatch Systems

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

Are the requested items linked to CAD? YES

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

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

Vendor(s): HIQ Computers

■ Attach Quote and mark with letter C

Total Category C **$ 12,920.00**

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

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

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

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

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

Salesperson: #23 - David

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

(Continued on Next Page ...)

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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

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

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

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

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

Salesperson: #23 - David

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

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

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

This quote is valid for 30 days

T h a n k
Y o u

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023 SUPPORT AND INCENTIVE GRANT

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

D. Radio Consoles – to defray costs associated with the purchase, installation, replacement, maintenance, and/or upgrade of radio consoles to be used at primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs. Such funds may only be used to purchase, install, replace, maintain, and/or upgrade such radio consoles used in the physical space used for the provision of enhanced 911 service. All radio consoles shall comply with EOPSS Statewide Inter-Operability Emergency Communications ("SIEC") special conditions, as may be amended from time to time. The State 911 Department will submit requests for such funding to the SIEC and/or the Statewide Interoperability Coordinator ("SWIC") for review and confirmation that the requested item(s) comply with the SIEC special conditions. The SIEC special conditions are available at: http://www.mass.gov/eopss/docs/ogr/homesec/sd-siec-specialconditionsradiofrequenciesdec09.pdf. Questions relating to the SIEC special conditions should be directed to the SWIC. You may e-mail the SWIC at MA.SWIC@mass.gov.

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

D. Radio Consoles

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

Vendor(s): Cyber Communications, Inc.

■ Attach Quote and mark with letter D

Total Category D $3,456.00 ✓

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

D

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

MOTOROLA SOLUTIONS
PLATINUM CHANNEL PARTNER

PSE-01 SERVICE AGREEMENT

DATE: 6/20/2022

SIC CODE _____

CUSTOMER/AGREEMENT ORDER #: _____

CUSTOMER: Melrose Police Department

CUSTOMER #: _____

ATTN: Chief Michael Lyle

BILL TO EQUIP AT

TAG #: _____ TAG #: _____ (CIRCLE ONE)

BILLING ADDRESS: 56 West Foster Street

CITY: Melrose STATE: MA ZIP: 02176

DIVISION: Woburn

CUSTOMER CONTACT: Chief Mike Lyle

mlyle@cityofmelrose.org

CUSTOMER PHONE #: 781-979-4461

$34560.00

CONTRACT START DATE: 7/1/2022

Auto Renewal YES [XX] NO

EXPIRATION DATE: 6/30/2023

QTY	MODEL NUMBER/SERIAL NUMBER/DESCRIPTION	PLACE OF SERVICE: CUSTOMER LOCATION	SVC CTR DRIVE-IN	SVC CTR MAIL-IN	MONTHLY SVC AMOUNT: PER UNIT	EXTENDED
2	MCC5500 Consoles	X			100.00	200.00
2	Console CPU's	X			32.00	64.00
1	GTR8000 Rptr (main)	X			99.00	99.00
1	GTR8000 Rptr (standby)	X			99.00	99.00
2	GPW8000 Satellite Rcvrs	X			34.50	69.00
1	JPS SNV12 Comparator	X			22.95	22.95
5	Signal Voter Modules	X			5.00	25.00
1	Quantar BAPERN Station	X			T&M	T&M
1	Digital Interface Unit	X			T&M	T&M
1	APX7500 Consolette	X			32.00	32.00
2	MC1000 Tone Remotes	X			12.00	24.00
1	GPW8000 Satellite Rcvrs	X				
	** Subscribers **					
10	XTL2500 Mobile Radios	X			T&M	T&M
37	XTS1500 Portable Radios	X			T&M	T&M
9	APX4000 Portable Radios	X			T&M	T&M
11	EX500 Portable Radios	X			T&M	T&M

TOTAL PER MONTH	~~$634.95~~ $ 2,858.7
TAXES	$ 3,461.7
Annual Total	$ ~~7,619.40~~

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

PAYMENT CYCLE:

[X] ANNUALLY

[ ] SEMI-ANNUALLY

[ ] QUARTERLY

TAX EXEMPT:

[X] YES, ATTACH CERTF.

[ ] NO

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

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

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

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

For Service Call 781-647-1010

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

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

AUTHORIZED CUSTOMER SIGNATURE/P.O.# TITLE DATE

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

Joe Hirschfeld — 781-647-1010

CYBERCOMM SALES/SERVICE REPRESENTATIVE (SIGNATURE) TELEPHONE

Joe Hirschfeld — 781-647-5943

CYBERCOMM SALES/SERVICE REPRESENTATIVE (PRINT NAME) FAX

911DeptGrants (911)

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

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

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

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

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

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

Sincerely,

Regards

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

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

Hi Norm,

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

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

SERVICE AGREEMENT
TERMS AND CONDITIONS

1. DEFINITIONS. "Agreement" shall mean the first page (the "Schedule") and these Terms and Conditions. "CyberComm" shall mean Cyber Communications Solutions, Inc.; "Customer" shall mean the customer named on the Schedule of this Agreement: and "Product" shall mean collectively the Equipment and Software which CyberComm and Customer agree to be serviced pursuant to this Agreement. Product is listed on the Schedule of this Agreement. "Service" refers to the services to be provided by Cybercomm as set forth in paragraph 3 below. "Payment Period" shall be the calendar month unless otherwise specified on the Schedule. "Expiration Date" shall mean the last day of the service term indicated on the Schedule.

2. ACCEPTANCE. This Agreement shall become effective only when acknowledged in writing by CyberComm's Service Department; the banking, negotiation or other use of any payment shall not constitute an acceptance by CyberComm. It is agreed that Service shall be provided only on the terms and conditions contained in this Agreement and that pre-existing deficiencies with the Product are not included within the scope of CyberComm's obligations. CyberComm shall not be bound by terms and conditions in Customer's purchase order or elsewhere unless expressly agreed to in writing.

3. SERVICE DEFINED; EXCLUSIONS FROM SERVICE

a. CyberComm agrees to provide Service for the Customer for the Product. The Service shall begin and end on the dates set forth on the Schedule of this Agreement. CyberComm shall also Service other Product purchased by customer during the term of this Agreement on the same terms and conditions set forth in this Agreement at the then current service fees for such Product. Upon delivery of such other Product to Customer, service fees for Service of such other Product shall be added to the billing on the billing cycle next following expiration of the labor warranty on such other Product. In the event of loss, damage or theft of any Product, Customer shall immediately report the loss, damage or theft in writing to CyberComm. In this event, Customer's obligation to pay service fees with respect to any such Product shall terminate at the end of the month in which CyberComm receives such written report.

b. Mobile products shall be removed and reinstalled in different vehicles at Customer's request for the service fee in effect at the time of Customer's request. Portable coverage does not include antennas, batteries, case or speaker-microphones.

c. This Agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the Schedule of this Agreement. Service shall include the labor and parts required to repair Product which has become defective through normal wear and usage. Service does not include consumables and their installation. Service does not include the repair or replacement of Product which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electronic abuse or misuse, acts of God, fires, lightning and power surges, water damage, dropped, crushed, rodent damage or other casualty, or repair service conducted by unauthorized agents, or third party vendors or contractors. Service performed for non-covered repairs shall be billed at CyberComm's contract rate applicable for such Service. Product under contract must be maintained in environmental conditions as set forth in the Product specifications and damage resulting from environmental conditions not conforming to the specifications is not covered by this Agreement.

d. Where telephone lines and telephone products are used in conjunction with Product, CyberComm shall have no obligation or responsibility for such telephone lines or telephone products but shall, upon request, make initial notification to the telephone company of any leased line circuit failure. Any assistance provided beyond the initial notification to the telephone company shall be billed at the prevailing service rate in effect at the time of said assistance unless the Customer has subscribed to the telephone company leased line option and so noted on the Schedule of this service agreement.

e. Customer shall indicate on the Schedule of this Agreement any Product which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.

f. At the expiration of twelve (12) months after the commencement of Service hereunder (or any time thereafter), if Product cannot in CyberComm's opinion be properly or economically repaired, because of excessive wear, deterioration or unavailability of parts, or other similar reason, CyberComm, at its sole option, upon thirty (30) days prior written notice to Customer, may either; (1) remove such Product from this Agreement; or (2) may increase the fee to Service such Product. Customer shall have thirty (30) days from receipt of notice of fee increase to object to such increase. If Customer timely objects to such increase, CyberComm shall then have the option to remove such Product from coverage by this Agreement. Customer's obligation to pay Service fees with respect to Product so removed from this Agreement shall terminate at the end of the Payment Period within which such Product is removed.

4. SERVICE STANDARDS. The Product shall be serviced by CyberComm in accordance with the following standards; (I) Product manufacturer parts or parts of equal quality shall be used; (ii) the Product shall be serviced at levels set forth in Product manuals; and (iii) routine service procedures prescribed from time to time by the Product manufacturer for its Product shall be followed.

5. TIME AND PLACE OF SERVICE.

a. Mobile and portable products shall be delivered by Customer to the CyberComm service center indicated on the Schedule of this Agreement "Primary Service Center". Service shall be performed primarily at the Primary Service Center specified on the Schedule of this Agreement, but may be performed at any other CyberComm Service Center at the option of CyberComm and returned to the Primary Service Center for Customer pickup. Where Service is to be performed at the location of the Product, Customer shall furnish shelter, heat, light and power at these locations. Customer shall notify CyberComm immediately of Product failure, allow CyberComm full and free access to the Product, and cooperate fully with CyberComm in servicing of the Product. Waiver of liability by CyberComm against Customer or other restrictions shall not be imposed by Customer as a site access requirement. Customer shall allow CyberComm full and free access to the Product. Customer shall allow CyberComm to use necessary machines, communications, facilities, features and other product (except as normally supplied by CyberComm) at no charge.

b. Hours of service under this Agreement shall be the normal working hours, excluding holidays, of the CyberComm Service Center unless otherwise indicated on the front side of this Agreement. Fixed equipment is covered twenty four hours daily, seven days a week, including all nights, weekends, and holidays. Response time for fixed infrastructure equipment shall be within four hours. Mobile and portable products are covered during normal business hours which are presently Monday – Friday 8:00am – 4:30pm.

c. A once annual "Tune-up and Alignment" will be performed upon Customer's request at a mutually agreed upon date and time to insure fixed-end infrastructure equipment meets original manufacturers specifications. Said "Tune-up and Alignment" shall be performed at no additional cost to the Customer provided the agreed upon Service fees are not in arrears.

6. PAYMENT/TAXES. On or about the date each payment is due as set forth on the Schedule, CyberComm shall send Customer an invoice covering the Service fees for the next Payment Period. All other charges shall be billed monthly, and the Customer shall pay the amount of each invoice within ten (10) days to the CyberComm office designated by CyberComm. Each invoice shall be due and payable whether or not the Product is operating, and CyberComm may terminate this Agreement by giving Customer ten (10) days' notice if Customer defaults in its payment to CyberComm. Customer shall reimburse CyberComm for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by authority of any Federal, State or Local law, rule or regulation with respect to the Service of the Product except State and Federal income taxes of CyberComm. The labor rate for service agreement customers is $160.00 per hour during regular business hours which is Monday through Friday 8:00am through 4:30pm, excluding holidays and officially declared government and weather safety emergencies. Tower climbing is not included.

7. RIGHT TO SUBCONTRACT. CyberComm shall have the right to subcontract in whole or in part the Service called for by this Agreement. CyberComm shall notify Customer of the name and address of each subcontractor.

8. RENEWAL. Prior to the Expiration Date, a new service agreement will be presented to the Customer for an authorized signature of acceptance from Customer. CyberComm or Customer may terminate this Agreement on the Expiration Date. If this Agreement is not terminated and no new service agreement entered into by the parties, this Agreement will continue from month-to-month upon the terms set forth herein.

9. INTERRUPTION OF SERVICE. Customer shall notify CyberComm in the event of the failure of any Product. If the CyberComm fails to repair the Product within a reasonable time, Customer shall notify CyberComm in writing. After said notice from Customer to the CyberComm office designated by CyberComm, CyberComm shall be liable for any interruption or interference affecting the use of transmission through the Product maintained to the extent of a pro rata allowance based on the monthly service fee for the time such interruption or interference is attributable to the fault of CyberComm or its subcontractor. CyberComm does not assume and shall have no liability under this Agreement for failure to provide or delay in providing service for the Product due directly or indirectly to causes beyond the control of CyberComm , including, but not restricted to, acts of God, acts of the public enemy, acts of the United States, and State, Territory of the United States, or political subdivision of the foregoing, or the District of Columbia, acts or failure to act of the Customer, its agents, employees or subcontractors, fires, floods, casualty, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather conditions or defaults of CyberComm subcontractors due to any such causes.

10. WARRANTY LIMITATIONS, EXCEPT AS SPECIFIED IN THIS AGREEMENT, CYBERCOMM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CYBERCOMM BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

11. FCC AND OTHER GOVERNMENT MATTERS. Although CyberComm may assist in preparation of the Federal Communications Commission ("FCC") license application, Customer is solely responsible for obtaining any licenses or other authorizations required by the FCC or any other Federal, State or Local governmental agency. Customer is solely responsible to insure that all licenses & permits are kept up to date and in active status. Customer is solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other Federal, State or Local governmental entity. Neither CyberComm nor any of its employees is an agent for the Customer in FCC or other governmental matters. Service calls that have been determined to be caused by the reception of radio frequency interference from unknown sources are not covered beyond the original determination of such interference. Any investigative research in determining the source of the interference is the sole responsibility of the customer.

12. ENTIRE AGREEMENT. Customer acknowledges that it has read and understands the terms and conditions of the Agreement and agrees to be bound by them, and that this Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter.

13. AMENDMENT. No modification of, or additions to, this Agreement shall be binding upon CyberComm unless such modification is in writing and signed by an officer of Cyber Communications Solutions, Inc. authorized to make such revisions and an authorized agent of Customer.

14. VALIDITY. If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then the term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and provisions of this Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void or unenforceable.

15. HEADINGS. Section and paragraph headings used in this Agreement are for convenience only and are not to be deemed or construed to be part of this Agreement.

16. LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, RHODE ISLAND, NEW HAMPSHIRE, OR CONNECTICUT, DEPENDING ON THE CUSTOMER'S LEGAL ADDRESS/ LOCATION.

17. ASSIGNMENT. No assignment or transfer, in whole or in part, of this Agreement by Customer shall be binding upon CyberComm without its prior written consent.

18. WAIVER. Failure or delay on the part of CyberComm or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power or privilege of this Agreement.

19. CIVIL REMEDY. Except for money due upon an open account, no action shall be brought for any breach of this Agreement more than one (1) year after the accrual of such cause of action except where a shorter limitation period is provided by applicable law.

MOTOROLA SOLUTIONS

Radio Solutions Channel Partner



MOTOROLA SOLUTIONS

LIFECYCLE SUPPORT NOTICE

MCC 5500 DISPATCH CONSOLE

OVERVIEW

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

MODELS/OPTIONS CANCELLATION ROLLOUT

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

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

MILESTONES, CANCELLATION DATES AND LAST SYSTEM SUPPORT

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

REPLACEMENT PRODUCT

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

IMPACTED CUSTOMER SOLUTIONS

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

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

INTENT-TO-CANCEL NOTICE

OVERVIEW

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

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

- T5365 or C99ED/001C (Quantar Base Station/Repeater)
  - This includes High Power Booster, SECURENET, and Data Base Station configurations
- T5367 (Quantar Receiver)
- T5589 (ASTRO-TAC Satellite Receiver)
- Software and Hardware Upgrades to existing units are NOT being cancelled at this time

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

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

MODELS/ OPTIONS CANCELLATION ROLLOUT

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

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REPLACEMENT PRODUCT

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

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

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

CUSTOMER CANCELLATION IMPACT

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

SERVICE IMPLICATIONS OF CANCELLATION

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

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

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

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XTL™ 2500 Models
INTENT-TO-CANCEL NOTICE

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

XTL 2500 Last Order Entry: October 31, 2014
All XTL 2500 ECAT (Electronic Price Pages) will be pulled from visibility no later than the second week of November 2014.

XTL 2500 Last Customer Scheduled Ship Date: November 30, 2014
(Schaumburg factory (SCOG))
No customer ship dates will be scheduled after this date.

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

MODELS/ OPTIONS CANCELLATION ROLLOUT

Listed below are the XTL 2500 models -

Radio Model	Frequency	Watt	Output	Description
M21URM9PW1AN	7/8 (764-870)	10-35 Watt	MID	XTL 2500 MOBILE 7/8 MHZ MID
M21URM9PW2AN	7/8 (764-870)	10-35 Watt	MID	XTL 2500 MOBILE 7/8 MHZ MID RB
M21QSM9PW1AN	UHFR1 (380-470)	10-40 Watt	MID	XTL 2500 MOBILE UHFR1 MID
M21QTM9PW1AN	UHFR1 (136-174)	25-110 Watt	HIGH	XTL 2500 MOBILE UHFR1 HIGH
M21SSM9PW1AN	UHFR2 (450-520)	10-40 Watt	MID	XTL2500 MOBILE UHFR2 MID
M21KSM9PW1AN	VHF (136-174)	10-50 Watt	MID	XTL 2500 MOBILE VHF MID
M21KTM9PW1AN	VHF (136-174)	25-110 Watt	HIGH	XTL 2500 MOBILE VHF HIGH
M21WRS9PW1AN	900 (896-941)	10-30 Watt	MID	XTL 2500 MOBILE 900 MHZ MID

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

XTS 1500 Models
INTENT-TO-CANCEL NOTICE

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

XTS 1500 Last Order Entry: October 31, 2014
All XTS 1500 ECAT (Electronic Price Pages) will be pulled from visibility no later than the second week of November 2014.

XTS 1500 Last Customer Scheduled Ship Date: November 30, 2014
(Schaumburg factory (SCOG))
No customer ship dates will be scheduled after this date.

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

MODELS/ OPTIONS CANCELLATION ROLLOUT

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

Radio Model	Frequency	Watt	Description	APC
H66KDC9PW5_N	VHF (136-174)	1-5 Watt	XTS 1500 MODEL I PORTABLE	687
H66KDD9PW5_N	VHF (136-174)	1-5 Watt	XTS 1500 MODEL 1.5 PORTABLE	687
H66QDC9PW5_N	UHFR1 (380-470)	1-5 Watt	XTS 1500 MODEL I PORTABLE	687
H66QDD9PW5_N	UHFR1 (380-470)	1-5 Watt	XTS 1500 MODEL 1.5 PORTABLE	687
H66SDC9PW5_N	UHFR2 (450-520)	1-5 Watt	XTS 1500 MODEL I PORTABLE	687
H66SDD9PW5_N	UHFR2 (450-520)	1-5 Watt	XTS 1500 MODEL 1.5 PORTABLE	687
H66UCC9PW5_N	7/8 (764-870)	1-3 Watt	XTS 1500 MODEL I PORTABLE	687
H66UCD9PW5_N	7/8 (764-870)	1-3 Watt	XTS 1500 MODEL 1.5 PORTABLE	687
H66WCD9PW5_N	900 (896-941)	1-2.5 Watt	XTS 1500 MODEL 1.5 PORTABLE	687

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

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

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

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Melrose PD Radio Service Renewal Agreement FY23___cybercomm

Final Audit Report 2022-06-28

Created:	2022-06-27
By:	Joe Hirschfeld (jhirschfeld@cybercomminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi5DjVuZZpg3kDrcvSFGkK4X1U5FwNbm7

"Melrose PD Radio Service Renewal Agreement FY23___cybercomm" History

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

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

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

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

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

Adobe Acrobat Sign

FY 2023 SUPPORT AND INCENTIVE GRANT

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

G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service – to defray costs associated with the purchase, installation, replacement, and/or maintenance of other equipment used in the physical space used for the provision of enhanced 911 service, except as otherwise approved by the State 911 Department, based on supporting documentation that the physical space used for the provision of enhanced 911 service is inadequate to house the equipment, or except as otherwise approved by the State 911 Department based on supporting documentation. Funding may be used for, but is not limited to: support technology (such as printers, headsets, and call recorders); supplies (such as disc and printer cartridges); hardware and support costs (excluding monthly recurring telephone service costs) for telephones; acoustic wall coverings; ESD-resistant flooring; lighting; and security equipment used for securing access to the PSAP to prevent entry by the public or unauthorized personnel.

G. Other Equipment and Related Maintenance Associated with Providing Enhanced 911 Service

Description(s): ACORN Recording Annual Service.

Include use and location for each of the requested item(s). Dispatch

Vendor(s): Dictation Sales & Service Inc.

☐ Attach Quote and mark with letter G

Total Category G **$ 1,750.00**

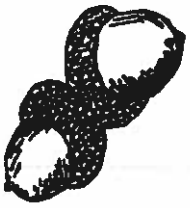
REMINDER: Disposal of Equipment Purchased with Grant Funding: Grantees may replace and/or dispose of equipment purchased with funds under the State 911 Department grant programs only if such equipment has reached the end of its useful life, in accordance with the manufacturer's warranty or industry expected useful life, whichever is longer. Disposal shall be incompliance with municipal guidelines, and equipment may be transferred to public entities for public municipal purposes only.

All goods and/or services shall be received on or before June 30, 2023 to be eligible for reimbursement under the Fiscal Year 2023 State 911 Department Public Safety Answering Point and Regional Emergency Communication Center Support and Incentive Grant.

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Not Paid 8039

Acorn Recording Solutions, Inc
7 Keezer Lane
Newton, NH 03858



INVOICE

Date: July 1, 2022

Bill To:
Melrose Police Department 56 W. Foster Street Melrose, MA 02176

Invoice #	Purchase Order #	Telephone	Terms	Tax ID
22418		603 378-0303	Net 10	02 - 0500830

Qty	Item	Description		Total
1	700-100	Annual maintenance agreement		$ 1,750.00
		NOTE: New address.		
		Thank you		

Subtotal	$ 1,750.00
Tax	
S/H	
Misc	
Bal Due	$ 1,750.00

Credit card payment accepted with a 5% surcharge.

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Acorn Recording Solutions, Inc

MAINTENANCE AGREEMENT

July 1, 2022

Customer Name and Address:

Name: Melrose Police Department
Address: 56 W. Foster Street
City/State: Melrose, MA
Zip: 02176

Phone: 781 979-4461
Fax:

Contact Name: Chief Michael Lyle

Contract dates: 7/1/22 – 6/30/23

Agreement Price: $ 1,750.

The Equipment: DSS Equature

Item	Qty	Description	Date Installed
1	1	Equature 12 Channels # 101525	10/13/11

Note: This agreement does not cover any patches such as Dynametric couplers.

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FALL RIVER POLICE DEPARTMENT	YES	YES
FITCHBURG POLICE DEPARTMENT	YES	YES
FRAMINGHAM POLICE DEPARTMENT	YES	YES
FREETOWN POLICE DEPARTMENT	YES	YES
GARDNER POLICE DEPARTMENT	YES	YES
GEORGETOWN POLICE DEPARTMENT	YES	YES
GLOUCESTER POLICE DEPARTMENT	YES	YES
GRAFTON POLICE DEPARTMENT	NO	YES
GRANBY POLICE DEPARTMENT	YES	YES
GREAT BARRINGTON POLICE DEPARTMENT	YES	YES
GREENFIELD POLICE DEPARTMENT	YES	YES
GROTON POLICE DEPARTMENT	PRELIM	PRELIM
GROVELAND POLICE DEPARTMENT	YES	YES
HADLEY POLICE DEPARTMENT	YES	YES
HAMILTON POLICE DEPARTMENT	YES	YES
HAVERHILL POLICE DEPARTMENT	YES	YES
HOLLISTON POLICE DEPARTMENT	YES	YES
HOLYOKE POLICE DEPARTMENT	YES	YES
HOPKINTON POLICE DEPARTMENT	YES	YES
HUDSON POLICE DEPARTMENT	YES	YES
IPSWICH POLICE DEPARTMENT	YES	YES
KINGSTON POLICE DEPARTMENT	YES	YES
LAKEVILLE POLICE DEPARTMENT	NO	YES
LAWRENCE POLICE DEPARTMENT	YES	YES
LEOMINSTER POLICE DEPARTMENT	YES	YES
LEXINGTON POLICE DEPARTMENT	YES	YES
LINCOLN POLICE DEPARTMENT	YES	YES
LITTLETON POLICE DEPARTMENT	YES	YES
LOWELL POLICE DEPARTMENT	YES	YES
LUDLOW POLICE DEPARTMENT	NO	YES
LYNN POLICE DEPARTMENT	PRELIM	YES
LYNNFIELD POLICE DEPARTMENT	YES	YES
MALDEN POLICE DEPARTMENT	YES	YES
MANCHESTER-BY-THE-SEA POLICE DEPARTMENT	YES	YES
MARBLEHEAD POLICE DEPARTMENT	YES	YES
MARION POLICE DEPARTMENT	YES	YES
MARLBOROUGH POLICE DEPARTMENT	YES	YES
MARSHFIELD POLICE DEPARTMENT	YES	YES
MATTAPOISETT POLICE DEPARTMENT	NO	YES
MAYNARD POLICE DEPARTMENT	YES	YES
MEDFIELD POLICE DEPARTMENT	NO	YES
MEDFORD POLICE DEPARTMENT	YES	YES
MEDWAY POLICE DEPARTMENT	YES	YES
MELROSE POLICE DEPARTMENT	YES	YES
MERRIMAC POLICE DEPARTMENT	YES	YES
METACOMET EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
METHUEN POLICE DEPARTMENT	YES	YES
METRO NORTH REGIONAL EMERGENCY COMMUNICATIONS CENTER	YES	PRELIM
MIDDLEBOROUGH POLICE DEPARTMENT	YES	YES
MILFORD POLICE DEPARTMENT	YES	YES
MILLBURY POLICE DEPARTMENT	YES	YES
MILLIS POLICE DEPARTMENT	YES	YES
MILTON POLICE DEPARTMENT	YES	YES
MONTAGUE POLICE DEPARTMENT	YES	YES
NAHANT POLICE DEPARTMENT	YES	YES
NANTUCKET POLICE DEPARTMENT	YES	YES
NASHOBA VALLEY REGIONAL COMMUNICATIONS CENTER	PRELIM	PRELIM
NATICK POLICE DEPARTMENT	YES	YES
NEEDHAM POLICE DEPARTMENT	YES	YES
NEW BEDFORD POLICE DEPARTMENT	YES	PRELIM
NEW BRAINTREE STATE POLICE	PRELIM	PRELIM
NEWBURY POLICE DEPARTMENT	YES	YES
NEWBURYPORT POLICE DEPARTMENT	YES	YES
NEWTON POLICE DEPARTMENT	YES	YES
NORFOLK COUNTY EMERGENCY COMMUNICATIONS CENTER	PRELIM	PRELIM
NORTH ADAMS POLICE DEPARTMENT	YES	YES

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FY 2023

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name:
Contractor Vendor/Customer Code:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Michael L. Lyle	Chief of Police
Paul Brodeur	Mayor, City of Melrose

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 10/05/2022

Name & Title: Paul Brodeur, Mayor

Telephone: 781.979.4440

Fax: 781.979.2182

Email: pbrodeur@cityofmelrose.org

[Listing cannot be accepted without all of this information completed]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

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FY 2023

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name:
Contractor Vendor/Customer Code:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (**print or type**): Paul Brodeur

Title: Mayor, City of Melrose

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 18 day of October, 2022 before me, the undersigned notary public, personally appeared Paul Brodeur (name of document signer), proved to me through satisfactory evidence of identification, which was valid drivers license, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Notary Public Signature Kelly Cogavin

My MA Commission expires on: September 9, 2027

Kelly B. Cogavin
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires September 9, 2027

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Corporate Clerk Signature

AFFIX CORPORATE SEAL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name:
Contractor Vendor/Customer Code:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (**print or type**): Michael L. Lyle

Title: Chief of Police, City of Melrose

X _____

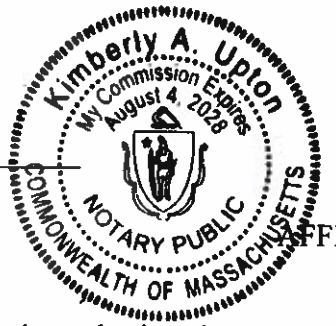
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this _____ day of October, 2022 before me, the undersigned notary public, personally appeared Michael L. Lyle (name of document signer), proved to me through satisfactory evidence of identification, which was valid drivers license, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Notary Public Signature

My MA Commission expires on: August 4, 2028



AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Corporate Clerk Signature

AFFIX CORPORATE SEAL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

TERRENCE M. REIDY
Secretary

FRANK POZNIAK
Executive Director

October 27, 2022

Chief Michael L. Lyle
Melrose Police Department
56 West Foster Street
Melrose, MA 02176

Dear Chief Lyle:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2023 State 911 Department Training Grant Program**.

For your files, attached please find a copy of the executed contract and the final approved Personnel Cost Worksheet for your grant. Please note your contract start date is **October 27, 2022** and will run through June 30, 2023. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2023.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, add personnel, or to request approval for trainings, please e-mail those proposed changes to 911DeptGrants@mass.gov.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2023 Training Grant File

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose **(and d/b/a):** Melrose Police Department	**COMMONWEALTH DEPARTMENT NAME:** State 911 Department **MMARS Department Code:** EPS
Legal Address: (W-9, W-4): 562 Main Street, Melrose MA 02176	**Business Mailing Address:** 151 Campanelli Drive, Suite A, Middleborough, MA 02346
Contract Manager: Kim Upton — **Phone:** 781.979.4457	**Billing Address (if different):**
E-Mail: kupton@cityofmelrose.org — **Fax:** 781.979.4488	**Contract Manager:** Cindy Reynolds — **Phone:** 508-821-7299
Contractor Vendor Code: VC 6000192116	**E-Mail:** 911DeptGrants@mass.gov — **Fax:** 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001 . **(Note: The Address ID must be set up for EFT payments.)**	**MMARS Doc ID(s):** CT EPS GRNT **RFR/Procurement or Other ID Number:** FY23 GRNT

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ Statewide Contract (OSD or an OSD-designated Department)
- __ Collective Purchase (Attach OSD approval, scope, budget)
- X Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- __ Emergency Contract (Attach justification for emergency, scope, budget)
- __ Contract Employee (Attach Employment Status Form, scope, budget)
- __ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

__ CONTRACT AMENDMENT

Enter Current Contract End Date *Prior* to Amendment: _____, 20_.

Enter Amendment Amount: $_____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- __ Amendment to Date, Scope or Budget (Attach updated scope and budget)
- __ Interim Contract (Attach justification for Interim Contract and updated scope/budget)
- __ Contract Employee (Attach any updates to scope or budget)
- __ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). $ 84,671.26

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle __statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **Contract is for the reimbursement of funds under the State 911 Department FY 2023 Training Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of _____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. Date: 10/19/2022

(Signature and Date Must Be Handwritten at Time of Signature)

Print Name: Michael L. Lyle

Print Title: Chief of Police, City of Melrose

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: 10/27/22

(Signature and Date Must Be Handwritten at Time of Signature)

Print Name: Frank Pozniak

Print Title: Executive Director

(Updated 6/30/20)

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023 Training Grant Personnel Costs Worksheet

CERTIFIED PERSONNEL

PSAP: Melrose Police Department

{List Personnel in Alphabetical Order by Last Name}

LAST NAME	FIRST NAME	OT Rate	Con Ed.	Travel	Total Hrs	Total Salary	Enter the Vendor Fees for 16 Hours of Training
Akell	David	66.1558	16		16	$ 1,058.49	$ 700.00
Alley	Ronald	55.7457	16		16	$ 891.93	$ 700.00
Baldwin	Ashley	43.7107	16		16	$ 699.37	$ 700.00
Barranco	Alexander	58.2280	16		16	$ 931.65	$ 700.00
Brown	Alan	62.1275	16		16	$ 994.04	$ 700.00
Collins	Joseph	60.8136	16		16	$ 973.02	$ 700.00
Connors	Richard	48.0288	16		16	$ 768.46	$ 700.00
Cooney	Richard	66.8024	16		16	$ 1,068.84	$ 700.00
Crowley	Joshua	75.1770	16		16	$ 1,202.83	$ 700.00
Difranza	Levi	52.8316	16		16	$ 845.31	$ 700.00
Doherty	John	54.1802	16		16	$ 866.88	$ 700.00
Ehlers	Daniel	50.6780	16		16	$ 810.85	$ 700.00
Forestell	Gregory	49.1660	16		16	$ 786.66	$ 700.00
Galvin	Stephen	51.0711	16		16	$ 817.14	$ 700.00
Goc	Jonathan	75.1770	16		16	$ 1,202.83	$ 700.00
Goodhue	Daniel	48.0287	16		16	$ 768.46	$ 700.00
Goodhue	John	46.5824	16		16	$ 745.32	$ 700.00
Grant	Thomas	45.1502	16		16	$ 722.40	$ 700.00
Green	Richard	54.0827	16		16	$ 865.32	$ 700.00
Hanley	Daniel	50.6780	16		16	$ 810.85	$ 700.00
Hickey	Cameron	48.0817	16		16	$ 769.31	$ 700.00
Kaestner	Lucas	52.4529	16		16	$ 839.25	$ 700.00
Ladner	Brian	70.9400	16		16	$ 1,135.04	$ 700.00
Lynch	Michael	74.6880	16		16	$ 1,195.01	$ 700.00
MacIntosh	Nikolaus	66.1647	16		16	$ 1,058.64	$ 700.00
Mackey	David	86.8791	16		16	$ 1,390.07	$ 700.00
Maher	Timothy	86.8788	16		16	$ 1,390.06	$ 700.00
Maloney	Michael	46.5824	16		16	$ 745.32	$ 700.00
Mann	Robert	61.4577	16		16	$ 983.32	$ 700.00
McNamara	Paul	75.1771	16		16	$ 1,202.83	$ 700.00
Morris	Sean	55.8989	16		16	$ 894.38	$ 700.00
Mulrenan	James	87.7519	16		16	$ 1,404.03	$ 700.00
Mulrenan	Kevin	72.1700	16		16	$ 1,154.72	$ 700.00
RECERTIFICATION FEES WITH NO TRAINING HOURS:							
APCO CTO Recert fee	*2 @ $30*						*$ 60.00*
		DO NOT WRITE IN THIS SPACE					
DO NOT ADD LINES TO THIS WORKSHEET, AS THE FORMULAS MAY CHANGE, CONTINUE ON THE NEXT WORKSHEET BELOW					TOTALS	$ 31,992.62	$ 23,100.00

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023 Training Grant Personnel Costs Worksheet
CERTIFIED PERSONNEL cont.

All Cert

PSAP: Melrose Police Department

{List Personnel in Alphabetical Order by Last Name}

LAST NAME	FIRST NAME	OT Rate	Con Ed	Travel	Total Hrs	Total Salary	Enter the Vendor Fees for 16 Hours of Training
Norton	Paul	87.7521	16		16	$ 1,404.03	$ 700.00
Parsons	Dale	58.2280	16		16	$ 931.65	$ 700.00
Piasecki	John	75.1770	16		16	$ 1,202.83	$ 700.00
Plumer	Michael	49.1661	16		16	$ 786.66	$ 700.00
Riordan	Daniel	55.8989	16		16	$ 894.38	$ 700.00
Ruby	Andrew	54.1802	16		16	$ 866.88	$ 700.00
Sasso	Paul	58.2281	16		16	$ 931.65	$ 700.00
Stamegna	Joseph	48.0287	16		16	$ 768.46	$ 700.00
Trainor	Brian	51.2407	16		16	$ 819.85	$ 700.00
Wilson	Alexander	54.6383	16		16	$ 874.21	$ 700.00
		$ -	16		16	$ -	
		$ -	16		16	$ -	
		$ -	16		16	$ -

Pg 3 of 3

FY 2021 Training Grant Personnel Costs Worksheet

NEW PERSONNEL

In the Process of Obtaining Certificaiton

PSAP: Melrose Police Department

LAST NAME	FIRST NAME	OT Rate	Training Academy	Next Gen New Hire	PST1	EMD (APCO 32)	CPR	Travel	Total Hours	Total Amou
New Hires, if applicable, need these course hours				16	40	24 / 32	4			
EXAMPLE OF TRAINING ACADEMY HOURS			200	0	0	24	4			
Gill	Mary	$ 49.6765		16	40				56	$ 2,781.
Hinchey	Cole	$ 51.7463		16	40				56	$ 2,897.
Koytikh	Michael	$ 49.6765		16	40				56	$ 2,781.
Stamegna	Shannon	$ 41.3971		16	40				56	$ 2,318.
Troche Velez	Allan	$ 41.3971		16	40				56	$ 2,318.
		$ -							0	$ -
		$ -							0	$ -
		$ -							0	$ -
		$ -							0	$ -
		$ -							0	$ -
		$ -							0	$ -
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		$ -							0	$ -
		$ -							0	$ -
		$ -							0	$ -
		$ -							0	$ -
						Total Salary for New Hires				$ 13,098.

Vendor Fees - New Hires	Course Amount	# Taking Course	Total					
EMD New Certification			$ -					
CPR New Certification			$ -				Total Vendor Fees	$ -
PST1 (VENDOR ONLY)			$ -					

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023 TRAINING GRANT

RECEIVED
OCT 21 2022
State 911 Department
Middleborough, MA

1. **Name of Eligible Entity / PSAP / RECC** Melrose Police Department
   Address 56 West Foster Street
   City/Town/Zip Melrose / MA / 02176
   Telephone Number 781.665.1212
   Fax Number 781.979.4488
   Website melrosepolice.net

2. **Name & Title of Authorized Signatory** Michael L. Lyle
   Telephone Number 781.979.4468
   Email Address mlyle@cityofmelrose.org

3. **Name & Title Grant Contract Manager** Kim Upton / Office Manager
   Telephone Number 781.979.4457
   Email Address kupton@cityofmelrose.org

4. **Total Grant Program Funds Requested** ~~$91,913.56~~ $84,671.26

Applicant meets the EMD requirements established by the State 911 Department by:

5. **Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):**

☐ **APCO** ☐ **PowerPhone** ☐ **Priority Dispatch**

OR

6. **Utilizing the following Certified EMD Resource:** CATALDO AMBULANCE SERVICE

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐ **APCO** ☐ **PowerPhone** ☒ **Priority Dispatch**

7. ***Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.***

Signed under the penalties of perjury this 17 ***day of*** October, ***20*** 22.

Michael L Lyle

ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023 TRAINING GRANT
BUDGET NARRATIVE

A. Fees – Fees associated with attendance at approved live or online 911 training courses, including certifications/recertifications for certified Telecommunicators to include 16 hours of continued education or for those working toward certification, membership fees, and/or conference registration fees. **Add the total *Vendor Fees* column(s) from the *Personnel Costs Worksheet(s)* with the Membership & Conference Fees below to get the Total.**

For Membership fees, list the name and amount for each below.

Membership Fees:

For Conference fees, list the name of the conference, number attending and the amount for each conference below.

Conference Fees:

Total Category A | **$ 30,100.00** ✓

B. Personnel Costs – Straight time **or** overtime expenses for participants or replacement/backfill (who are certified telecommunicators), to cover participant class hours but not both to meet the minimum training and certification requirements for enhanced 911 telecommunicators and minimum training requirements governing emergency medical dispatch established by the State 911 Department; for administrator backroom training; for other authorized training; and straight time or overtime expenses for attendance at the State 911 Department Dispatch Academy. **Add the total *Salary* column(s) from the *Personnel Costs Worksheet(s)* to get the Total.**

Total Category B | **$ 54,571.26** ✓

Completed / Attached the *Personnel Costs Worksheet(s)* {{REQUIRED}}

C. Training Materials and Other Products – Funding may be authorized for the purchase, installation, replacement, maintenance, and /or upgrade of software and other products related to the certification and training of enhanced 911 telecommunicators, including but not limited to, call handling guide cards, call handling software, skill and ability pre-employment testing software, and additional related training materials such as books and manuals.

Description:

Attach quote for this category

Total Category C

D. Lodging – Funding for lodging expenses may be authorized for participation in training courses that are scheduled for two (2) or more consecutive days **and** the distance of which is equal to or greater than ninety (90) miles away from where travel originates. Lodging expenses may only be authorized for nights of stay that occur between consecutive training course days, except with the prior WRITTEN approval of the State 911 Department *prior to travel* where (1) travel originates from the Islands of Martha's Vineyard and/or Nantucket; or (2) in cases of extreme hardship; or (3) unless otherwise approved by the State 911 Department in its sole discretion. Travel distance for lodging will be calculated using the place of employment as the origination point and will be verified utilizing a recognized mileage guide such as MapQuest. **NOTE: Lodging for conferences is not eligible under the grant.**

Description:

Total Category D

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: Melrose Police Department
Contractor Vendor/Customer Code: 6000192116

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	**Mayor, City of Melrose**
Michael L. Lyle	**Chief of Police**

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 10/15/2022

Name & Title: Paul Brodeur, Mayor

Telephone: 781.979.4440

Fax: 781.979.2182

Email: pbrodeur@cityofmelrose.org

[Listing cannot be accepted without all of this information completed]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: Melrose Police Department
Contractor Vendor/Customer Code: 6000192116

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name **(print or type)**: Paul Brodeur

Title: Mayor, City of Melrose

X _____

Signature as it will appear on contract or other document **(Complete only in presence of notary)**:

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this _____ day of October, 2022 before me, the undersigned notary public, personally appeared Paul Brodeur (name of document signer), proved to me through satisfactory evidence of identification, which was valid drivers license, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Notary Public Signature Kelly Cogavin
My MA Commission expires on: September 9, 2027

Kelly B. Cogavin
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires September 9, 2027

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Corporate Clerk Signature

AFFIX CORPORATE SEAL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

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This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (**print or type**): Michael L. Lyle

Title: Chief of Police, City of Melrose

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this _____ day of October, 2022 before me, the undersigned notary public, personally appeared Michael L. Lyle (name of document signer), proved to me through satisfactory evidence of identification, which was valid drivers license, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Notary Public Signature

My MA Commission expires on: August 4, 2028

Kimberly A. Upton My Commission Expires August 4, 2028 NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Corporate Clerk Signature

AFFIX CORPORATE SEAL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Commonwealth Police Legacy, Inc.

P.O. Box 752
Norton, Massachusetts 02766
Phone: 508-989-9848 Fax: 508-622-1820
policelegacy.com

October 11, 2022

Kim Upton- Executive Office Manager
Melrose Police Department
56 West Foster Street
Melrose, MA 02176

Dear Kim,

In regards to your request for a proposal for your FY2023 State 911 Dispatch training, I have included the following information for your review:

- Four [4 hour classes] Online or in-person 911 Dispatch Training classes

  Date of classes: To be determined at a later date

  Cost: $175.00 per official per 4 hour class; $700.00 per official for 16 hours of training

Should you have any questions, please feel free to contact me at 508-989-9848.

Sincerely,

Paula Heagney

Paula Heagney,
President

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
151 Campanelli Drive, Suite A ~ Middleborough, MA 02346
Tel: 508-828-2911 ~ TTY: 508-947-1455
www.mass.gov/e911

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

TERRENCE M. REIDY
Secretary

FRANK POZNIAK
Executive Director

October 20, 2022

Chief Michael L. Lyle
Melrose Police Department
56 West Foster Street
Melrose, MA 02176

Dear Chief Lyle:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2023 State 911 Department Emergency Medical Dispatch Grant Program**.

For your files, attached please find a copy of the executed contract for your grant. Please note your contract start date is **October 20, 2022** and will run through June 30, 2023. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2023.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@mass.gov. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before March 31, 2023.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2023 Emergency Medical Dispatch Grant File

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023 Emergency Medical Dispatch Grant

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose **(and d/b/a):** Melrose Police Department	**COMMONWEALTH DEPARTMENT NAME:** State 911 Department **MMARS Department Code:** EPS
Legal Address: (W-9, W-4): 562 Main Street, Melrose MA 02176	**Business Mailing Address:** 151 Campanelli Drive, Suite A, Middleborough, MA 02346
Contract Manager: Kim Upton **Phone:** 781.979.4457	**Billing Address (if different):**
E-Mail: kupton@cityofmelrose.org **Fax:** 781.979.4488	**Contract Manager:** Cindy Reynolds **Phone:** 508-821-7299
Contractor Vendor Code: VC 6000192116	**E-Mail:** 911DeptGrants@mass.gov **Fax:** 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD 001. **(Note: The Address ID must be set up for EFT payments.)**	**MMARS Doc ID(s):** CT EPS EMDG **RFR/Procurement or Other ID Number:** FY23 EMDG

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ **Statewide Contract** (OSD or an OSD-designated Department)
- __ **Collective Purchase** (Attach OSD approval, scope, budget)
- X **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- __ **Emergency Contract** (Attach justification for emergency, scope, budget)
- __ **Contract Employee** (Attach Employment Status Form, scope, budget)
- __ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter Current Contract End Date *Prior* to Amendment: _____, 20___.

Enter Amendment Amount: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- __ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
- __ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- __ **Contract Employee** (Attach any updates to scope or budget)
- __ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or *new* total if Contract is being amended). $ 18,000.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) **Contract is for the reimbursement of funds under the State 911 Department FY 2023 Emergency Medical Dispatch Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.**

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
X: _____ Date: 10/5/2022
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Michael L. Lyle
Print Title: Chief of Police, City of Melrose

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: _____ Date: 10/20/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Frank Pozniak
Print Title: Executive Director

(Updated 6/30/20)

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

RECE
OCT 14
State 911 De
Middleborou

FY 2023 Emergency Medical Dispatch Grant

Name of Eligible Entity / PSAP / RECC	**Melrose Police Department**
Address	56 West Foster Street
City/Town/Zip	Melrose/MA/02176
Telephone Number	781.665.1212
Fax Number	781.979.4488
Website	melrosepolice.net
Name & Title of Authorized Signatory	Michael L. Lyle / Chief of Police
Telephone Number	781.979.4468
Email Address	mlyle@cityofmelrose.org
Name & Title Grant Contract Manager	Kim Upton / Office Manager
Telephone Number	781.979.4457
Email Address	kupton@cityofmelrose.org

Total Grant Program Funds Requested: **$18,000.00**

Applicant meets the EMD requirements established by the State 911 Department by:

Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐ **APCO** ☐ **PowerPhone** ☐ **Priority Dispatch**

OR

Utilizing the following Certified EMD Resource: CATALDO AMBULANCE SERVICE

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

☐ **APCO** ☐ **PowerPhone** ■ **Priority Dispatch**

Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.

Signed under the penalties of perjury this 5th **day of** oCTOBER, **20** 22.

Original Signature of Authorized Signatory

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY 2023 Emergency Medical Dispatch Grant

Budget Worksheet

Funding Category	Amount Requested	Detailed Narrative
1. Certified EMD Resource	$ 18,000.00	**Name of CEMDR:** CATALDO AMBULANCE SERVICE OF MASSACHUSETTS, INC. (Attached copy of signed contract with CEMDR)
2. Emergency Medical Dispatch Protocol Reference System	$	EMD Guide/Cardsets, EMD Annual Maintenance, EMD Software (if eligible entity). (Attach quote(s) for this category)
3. Other Emergency Medical Dispatch and Quality Assurance of Emergency Medical Dispatch Services	$	For Q/A, PSAPs must provide name of the individual(s), pay rate and number of Q/A review hours you are requesting. Attach signed contract for Medical Director or Third-party vendor conducting EMD case review for this category. For CPR Instructor, list name of instructor, # of 4-hour courses being taught and OT pay rate.
Total Amount of Grant Funding Requested	**$ 18,000.00**	

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CATALDO AMBULANCE SERVICE, INC. *Always a Leader* Atlantic AMBULANCE SERVICE A Division of Cataldo Ambulance Service, Inc.

INVOICE

Cataldo Ambulance Service, Inc.

137 Washington Street
Somerville, MA 02143
Phone: 617-625-0126 Fax: 617-629-7039
e-mail: ndellapiana@cataldoambulance.com

INVOICE NO. GPMelroseEMDFY23
DATE July 1, 2022

TO Melrose Police Department
Attn: Chief Mike Lyle
56 West Foster Street
Melrose, MA 02176

Phone: 781-665-1212 Email: mlyle@cityofmelrose.org

Contact	Items	PAYMENT TERMS	DUE DATE
Chuck Fothergill	EMD Services FY '23	Due upon receipt	Due upon receipt

Quantity	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	EMD Services in Compliance with 560 CMR 5.00	18,000.00	18,000.0
	FY 2023 (7/1/2022 to 6/30/2023)		

Payment Pending Grant Approval

SUBTOTAL	$	18,000.00
TOTAL	$	18,000.00

Make all checks payable to Cataldo Ambulance Service, Inc.
THANK YOU FOR YOUR BUSINESS!

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Emergency Medical Dispatch Contract
Between
Cataldo Ambulance Service of Massachusetts, Inc.
And
The City of Melrose

WHEREAS, the City of Melrose Police Department (hereinafter referred to as the "Department") operates the Primary Public Safety Answering Point (PSAP), and is responsible for implementation of Emergency Medical Dispatch procedures, (hereinafter referred to as –"EMD") is; pursuant to EMD AND ENHANCED 911 TELECOMMUNICATOR REGULATIONS 560 CMR 5.00;

WHEREAS, Cataldo Ambulance Service of Massachusetts, Inc. (hereinafter referred to as the "Provider"), is a Certified Emergency Medical Resource, and has agreed to act as a Secondary Public Safety Answering Point (SecondaryPSAP) to provide Emergency Medical Dispatch service (EMD) to the residents and visitors to the City of Melrose; and

The hereunto-referred parties agree as follows:

1. The Melrose Police Department with the Provider shall create a uniform call handling procedure (transferring and answering) for all medical-related emergency calls, in accord with 560 CMR, Section 5.10, ss (2).

2. The Provider agrees to log all emergency calls into their current Computer Aided Dispatch system (CAD) and to maintain detailed records of all calls received on behalf of the City of Melrose, copies of such records to be produced upon the request of the Department

3. The Department and Provider shall agree to a telecommunicator protocol for when the transferring telecommunicator remains on the line to monitor and solicit information relative to non-medical aspects of an emergency call.

4. The City of Melrose agrees to pay an annual reoccurring fee of $18,000 beginning in July 1, 2022 to June 30 2023 pending the approval of the application with the State 911 grant program for EMD reimbursement. Provider agrees to submit an invoice annually to the City of Melrose.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

5. The Provider shall furnish copies of documentation provided and communication and information exchanged with the State with regard to 560 CMR 5.00, including but not limited to Section 5.06, Quality Assurance of Emergency Medical Dispatch Services program; Section 5.08, Approval as a Certified Emergency Medical Dispatch Resource; Section 5.11 Recordkeeping.

6. No Influence on referrals. It is not the intent of either party to this Agreement that any renumeration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated Providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with the parties reasonably believe to be a fair market value for the services provided.

7. The term of this Agreement is for one-year, with two one-year extensions subject to the City's option with 30 days' notice. The Contract shall expire within thirty (30) days after the Provider ceases providing Ambulance Services to the City of Melrose.

8. Unless otherwise provided herein, it is agreed that Provider will not assign or transfer this Agreement, or any interest in this Agreement, without the prior written consent of the City of Melrose.

9. It is mutually understood and agreed that this Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Massachusetts, both as to interpretation and performance.

10. The Provider will not discriminate against any client / patient for services because of race, color, religion, sex, sexual orientation, disability, family status or national origin.

11. This Agreement constitutes the sole and entire understanding between the parties relating to the subject matter hereof, and supersedes all prior understanding, agreements and documentation relating to the subject hereof.

12. This Agreement may be amended only by written instrument executed by the authorized representatives of both parties.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

The City of Melrose

By: _____
Signature

Michael L. Lyle
Printed

Chief of Police
Title

10 / 5 / 2022
Date

Cataldo Ambulance Service of Massachusetts, Inc.

By: _____
Signature

Chuck Fothergill
Printed

Director of PSAP Communications
Title

6/15/2022
Date

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: City of Melrose
Contractor Vendor/Customer Code: VC6000192116

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Michael L. Lyle	Chief of Police
Paul Brodeur	Mayor, City of Melrose

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 10/5/2022

Name & Title: Paul Brodeur, Mayor

Telephone: 781.979.4440

Fax: 781.979.2182

Email: pbrodeur@cityofmelrose.org

[Listing cannot be accepted without all of this information completed]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: City of Melrose
Contractor Vendor/Customer Code: VC6000192116

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (**print or type**): Paul Brodeur

Title: Mayor, City of Melrose

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 6 day of October, 2022 before me, the undersigned notary public, personally appeared Paul Brodeur, Mayor (name of document signer), proved to me through satisfactory evidence of identification, which was valid drivers llicense, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Kelly B. Cogavin
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
September 9, 2027

_____
Notary Public Signature
My MA Commission expires on: September 9, 2027

AFFIX NOTARY SEAI

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Corporate Clerk Signature

AFFIX CORPORATE SEAI

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Contractor Legal Name: City of Melrose
Contractor Vendor/Customer Code: VC6000192116

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (**print or type**): Michael L. Lyle

Title: Chief of Police, City of Melrose

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 5th day of October, 2022 before me, the undersigned notary public, personally appeared Michael L. Lyle (name of document signer), proved to me through satisfactory evidence of identification, which was valid drivers license, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Notary Public Signature
My MA Commission expires on: August 4, 2028

Kimberly A. Upton
My Commission Expires August 4, 2028
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

_____
Corporate Clerk Signature

AFFIX CORPORATE SEAL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: City Council President Christopher Cinella
From: Mayor Paul Brodeur
Re: Appointment of Kevin M. Faller as Chief of Police
Date: November 14, 2022

It is my great pleasure and honor to submit to the Honorable City Council the appointment of Kevin M. Faller as Melrose's next Chief of Police.

Mr. Faller is a 27-year veteran of the City of Medford Police Department where he has served with distinction as Captain at the Command Staff for eleven years, and for over twenty years at the supervisory level. During his career in Medford, he gained experience with a full range of law enforcement roles including patrol, criminal investigations, Internal Affairs/Professional Standards, media relations, and policy creation. Mr. Faller holds a bachelor's degree in psychology from Tufts University and a master's degree in Criminal Justice from Anna Maria College.

Throughout the highly competitive and thorough assessment process led for the City by MRI, Inc., Mr. Faller distinguished himself as knowledgeable, prepared, and personable. He conveyed a strong understanding of the needs and expectations of a modern, effective police department, as well as the requirements under the Police Reform Act Relative to Justice, Equity and Accountability in Law Enforcement in the Commonwealth.

I believe Mr. Faller is an excellent match for what the Melrose community is looking for in our next police chief and will successfully build upon the solid foundation of community policing established by Chief Michael Lyle and the dedicated women and men of the Melrose Police Department. A long-time resident of Melrose, Mr. Faller already has deep ties to the community as a parent and youth sports coach, and I am certain that he will serve the City of Melrose and the MPD with commitment and integrity.

I look forward to introducing Mr. Faller to the Melrose community in his new role and respectfully request that the City Council confirm his appointment as Chief of Police for the City of Melrose.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Kevin M. Faller

June 16, 2022

Mr. Sean Kelly
Director of Police Services
Municipal Resources, Inc.
66 Main St , Suite B
Plymouth, NH 03264

Dear Mr. Kelly,

I am expressing my interest in becoming the next Chief of Police for the City of Melrose, Massachusetts. Along with this letter I have submitted my resume detailing my experience, training, and education that would make me an ideal candidate for the position.

I have been a law enforcement professional with the Medford, Massachusetts Police Department for over 27 years, 20 of which have been at the supervisory level, and the last 11 years serving as a Captain at the Command Staff Executive level with approximately 90 sworn and non-sworn personnel currently under my command. I have worked in as well as supervised every aspect of policing in my department including, but not limited to Patrol, Criminal Investigations, Internal Affairs/Professional Standards, Media Relations, and policy creation. I also recently served on a committee responsible for the design and completion of our new state of the art energy efficient and environmentally conscious police station that opened in 2020. I have a proven record of maintaining positive working relationships within any division I have supervised as well as maintaining the same level of trust and transparency with stakeholders in the community.

I have a Masters Degree in Criminal Justice from Anna Maria College, a Bachelors Degree in Psychology from Tufts University, and I am continually training and adapting to the different needs and expectations that are required for effective modern 21st Century Policing as well as adhering to all the requirements under the Police Reform Act Relative to Justice, Equity and Accountability in Law Enforcement in the Commonwealth. As the son of an immigrant from the Philippines it has been instilled in me from an early age the importance of hard work, accountability, integrity, and treating everyone of all backgrounds and beliefs with respect. I have lived in the city of Melrose for over 18 years, both of my children attend(ed) Melrose Public Schools, I coached Melrose youth soccer and basketball for several years, and I have a strong commitment and allegiance to the community in which I hope to serve as the next Chief of Police.

Thank you for your consideration and I hope to hear from you regarding this position.

Sincerely,

Kevin M. Faller

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Kevin M. Faller

Professional Profile

- 27 plus years as a member of the Medford Police Department, including 20 years working in a supervisory capacity. Forward thinking, innovative leader with a proven ability to motivate personnel and work with community stake holders towards a common goal. Extensive experience working in and supervising all aspects of policing including Patrol, Criminal Investigations, and Internal Affairs. Exceptional communication skills and highly commended for strong work ethic, professionalism, and ability to prioritize and delegate tasks.

Experience

CAPTAIN |OPERATIONS COMMANDER| JANUARY 2019-PRESENT

- Oversee Patrol Division, Detective Division, and Civilian Dispatchers. Responsible for staffing, supervising, and running the daily operations of the various divisions, including supervising background checks, hiring of any new personnel, and overseeing the Field Training Program.

CAPTAIN |DETECTIVE DIVISION COMMANDER| APRIL, 2011 – DECEMBER 2018

- Responsible for the management and supervision of all criminal investigations as well as overseeing Firearms Licensing, Evidence Control, Sex Offender Registration, Court Prosecutor, Media Relations, and School Resource Officers. Managed and balanced State and Federal Forfeiture accounts as well as preparation and submission of NIBRS crime statistics.

CAPTAIN |INTERNAL AFFAIRS COMMANDER| APRIL, 2011 - 2015

- Responsible for investigating complaints against sworn officers as well as proactive monitoring and ensuring compliance with professional standards and departmental rules/regulations/policies.

LIEUTENANT |PATROL SHIFT COMMANDER| JANUARY, 2007 – APRIL 2011

- Night Shift Commander responsible for supervision of Patrol Operations which included assignment of personnel on a daily basis, report review, and booking/housing of prisoners. Responsibility also included handling and investigating any citizen complaints at the first line supervisory level.

SERGEANT |PATROL DIVISION| MARCH, 2002 – JANUARY, 2007

- Night Shift Patrol Sergeant responsible for supervising uniformed Patrol Officers which included making on scene command decisions, maintaining crime scene integrity, report review, and ensuring officer safety and compliance with departmental rules and regulations.

PATROL OFFICER | PATROL DIVISION | MAY, 1995 – MARCH, 2002

- Worked both night and day shifts in Patrol Operations, effected numerous quality arrests, exemplary disciplinary and attendance record, participated in various community events, and taught "Prejudice and Violence Education" program in Medford Public Middle Schools.

EDUCATION

- Master of Arts – Criminal Justice – 1998 – Anna Maria College
- Bachelor of Arts – Psychology – 1994 – Tufts University
- Certificate – Paralegal - 1992 – National Academy for Paralegal Studies

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Training

- Certified Front Line Leadership Instructor – Municipal Police Training Committee (MPTC) - 2022
- Stress Resiliency Coordinator Training – MPTC 2022
- Certificate of Training – "What are racially motivated Traffic stops?" – Commonwealth Police Legacy - 2022
- Legal Instructor Certification (Commonwealth of Massachusetts) – MPTC 2022
- Instructor Development "Train the Trainer " – Legal Updates MPTC 2022
- Massachusetts Civil Rights Officer Training – Commonwealth Police Legacy - 2021
- ICAT (Integrating Communications, Assessments, and Tactics) "Train the Trainer" – PERF - 2021
- MPTC Instructor Development Program - 2021
- Massachusetts Police Reform Act Training – Commonwealth Police Legacy - 2021
- CIT (Crisis Intervention Training for Chiefs and Law Enforcement Administrators) - 2021
- FBI LEEDA Trilogy Award - 2019
- FBI LEEDA Executive Leadership Institute - 2019
- FBI LEEDA Supervisor Leadership Institute: Tufts University - 2019
- FBI LEEDA Command Leadership Institute: Tufts University – 2019
- Massachusetts Chief's and Command Staff Legal Update Seminar : Commonwealth Police Legacy - 2019
- Civil Service Law and Procedure in Massachusetts: Commonwealth Police Services – 2017
- Executive Police Leadership Training: Commonwealth Police Services – 2016
- Subject Matter Expert (SME) for Massachusetts Civil Service Promotional Examinations 2015-Present
- Accountability and Discipline / Internal Affairs Seminar: APD Management Consultants – 2011
- Incident Command System 200 (ICS-200): Massachusetts Emergency Management Agency (MEMA) – 2007
- Incident Command System 300 (ICS – 300): Massachusetts Executive Office of Public Safety - 2007
- Reducing the Risks of Death of Persons in Custody: Dept. Of Criminal Justice, UMASS Lowell – 2002
- Advanced Course on The Reid Technique of Interviewing & Interrogation: John E. Reid & Associates – 2001
- Prejudice and Violence (P.A.V.E) Instructor Certification: Newton Police – 1998

Awards and Recognitions

- Numerous Commendations for perfect attendance using no sick or injury leave
- Community Service Award: 2009 - Presented by MPPA and MPSOA for running numerous charity events over the years and raising in excess of 50K dollars.
- Commendation 2004-05: Interrupting a rape in progress of a juvenile female while on overnight uniformed patrol. Two suspects arrested and indicted on numerous offenses including rape of a child and kidnapping.
- Commendation 97-04: Assisted in arrest of suspect for attempted armed robbery of an armored car.
- Numerous Letters of Appreciation from area Chiefs of Police for undercover narcotics operations.
- Medford Police Academy Class 95-01: Valedictorian Award and elected Class Secretary, Executive Board.

****REFERENCES FURNISHED UPON REQUEST****

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Emily Anderson, P.E.

106 E Foster Street
Melrose, MA 02176
[redacted]

City of Melrose
Conservation Commission
526 Main Street
Melrose, MA 02176

Dear Conservation Commission,

I am interested in applying for a position on the Conservation Commission. I am a civil engineer with a focus on smart site design who has worked on the "other side of the table" for several years, helping clients to permit thoughtfully designed projects that meet or exceed the standards of the Wetlands Protection Act.

I moved to Melrose last year and would appreciate the opportunity to support and promote the natural resources in town. I would be open to being either a full-time member or an associate member. Please feel free to give me a call or email me with any follow-up questions.

Sincerely,

Emily Anderson

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Emily Anderson, P.E.

106 E Foster Stre
Melrose, MA 021[illegible]

PROFILE

Collaborative, resourceful and focused civil engineer at a land development firm working on mixed-use projects in Greater Boston. Provide engineering and permitting support to clients to help projects succeed.

EXPERIENCE

ASSISTANT PROJECT MANAGER

BOHLER, BOSTON, MA

2018 - Present

Design and permit site plans for a range of uses, including multi-family housing, transit-oriented commercial shopping centers, mixed-use master planned sites, and industrial distribution centers.

HIGHLIGHTS

Stormwater Design. Utilize the Massachusetts Stormwater Handbook for Low Impact Development sites with a focus on infiltration and phosphorus removal to meet municipal removal targets.

Resilient Buildings. Collaborate with clients regarding current and future flood plains due to climate change and sea level rise and incorporate smart site design to blend existing and future conditions.

Permitting Expertise. Manage large permitting efforts including MEPA filings, Boston BPDA filings, local site plan reviews, and Conservation Commission filings.

ENGINEER II, WATER RESOURCES/SITE GROUP

GREEN INTERNATIONAL AFFILIATES

2015 –2017

Created site plans for public and private clients; designed drainage networks for roadway reconstruction projects, building pipe networks in AutoCAD Civil 3D, analyzing spread, and calculating peak runoff rates with HydroCAD; prepared permit applications for Notices of Intent, Request for Determinations of Applicability, Water Quality Certificates; completed peer reviews of site projects for municipal clients to ensure compliance with town bylaws.

EDUCATION

NORTHEASTERN UNIVERSITY | BOSTON, MA

Bachelor of Science in Civil Engineering, May 2015

INTERESTS

Reading • Sustainability • Yoga • Travel

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Conservation Commission Appointment
Date: November 8, 2022

I respectfully request the Honorable City Council confirm the appointment of Emily Anderson, of 106 East Foster Street, to the City of Melrose Conservation Commission for a three-year term, said term to expire the last day of February 2025. Ms. Anderson's appointment replaces the appointment of Ryan Sloan, who has resigned from the Conservation Commission in October 2022.

Ms. Anderson, whose request for appointment comes with the support of Conservation Commission member Eric Devlin, has unique experience as a civil engineer helping clients meet or exceed standards of the Wetlands Protection Act through designing thoughtful projects. As a newer Melrose resident, she would like the opportunity to use her expertise to promote and protect Melrose's conservation areas.

Thank you for your consideration.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Library Board of Trustees Appointment
Date: November 8, 2022

I respectfully request the Honorable City Council confirm the appointment of Peter Bowman, of 24 Arlington Road, to the City of Melrose Library Board of Trustees for a one-year term, said term to expire the last day of February 2023. Mr. Bowman's appointment replaces the appointment of Edward Waystack, who has resigned from the Board.

Mr. Bowman, whose request for appointment comes with the support of Melrose Public Library Director Linda Gardener, has previously served on the Melrose Traffic Commission, the Board of Chamber of Commerce, Capital Improvement Plan Committee and the Master Plan Committee.

I am confident that Mr. Bowman's commitment to the City of Melrose will continue in his capacity as a Library Board Trustee.

Thank you for your consideration.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Contact

www.linkedin.com/in/peter-t-bowman (LinkedIn)

Top Skills

Public Policy
Community Engagement
Grassroots Lobbying

Peter Bowman

Public Policy Leader | Community Engagement Professional | Detailed Tactician & Global Thinker
Boston, Massachusetts, United States

Summary

I am a telecommunications leader who is passionate about technology playing a powerful role improving society, business, anc the individual lives of all ages. I have worked in the public policy arena advocating at both the state and local levels in Massachusett and Rhode Island. I was the lead government affairs executive on Verizon's negotiating team working with over 100 municipalities anc Rhode Island state agencies gaining approval for the company to provide Fios video services. I have a demonstrated track record of defeating legislation that would have a negative impact on the business in the areas of privacy, net neutrality and increased regulation that would have resulted in millions of dollars of increase operational costs. I also have led efforts to pass legislation that was good for expanded technology deployment and economic development.

I am a dynamic leader who builds winning relationships and strateg alliances through strong communication skills and team approach. I have led teams comprised of members from various organizations into a cohesive collaborative group which meets or exceeds its objectives. I use this approach working with trade groups and external partners and as a result have been asked to take leadersh positions.

I have extensive experience in creating grassroots support through community engagement to positively influence policies in the communities we live and work. I am a strong believer of the power of volunteerism. I have supported key healthcare organizations suc as Boston Children's Hospital and the Jimmy Fund. I also spent time working within my own community to assist with governmental initiatives such as a new master plan.

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Key Competencies: Government relations/lobbying | Media relation | Philanthropy management | Project management | Negotiations | Strategic planning | Sales | Leadership | Community engagement

Experience

Verizon

17 years 7 months

Verizon – Director Government Affairs – Tax Policy

January 2021 - March 2022 (1 year 3 months)

Developed proactive state tax policy seeking opportunities to reduce tax burdens on the company while creating the opportunity for increased infrastructure investment. Worked closely with tax experts to develop legislation considering both the impact at the state and federal level. Analyze the potential for success while developing initial campaign plans to advance the legislation.

-Developed proactive efforts to support tax legislation and broadband deployment through an equipment exemption saving the business more than $4m annually.

-Led efforts to conduct a detailed analysis to file New Jersey personal proper legislation with the potential of eliminating a multi-million dollar tax dispute tha has been ongoing since the late 1990s.

Director Government Affairs/Lobbyist/Community Engagement New England

December 2018 - December 2020 (2 years 1 month)

Lead seven-member team and outside consultants executing legislative strategy, tactics, and content in support of company goals and positions at the municipal and state level in five New England states. Objectives relate to identifying and influencing proposed state and municipal legislative activities, community engagement and broadband deployment.

- Built and sustained broad-based relationships in the community with diverse organizations positively impacting economic development, non-profits, education, health care, seniors, consumers and industry.

- Led the New England team partnering with wireless network organization to negotiate municipal contracts and ordinances to deploy 5G small cells in

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Boston, Arlington, Melrose, Medford, Providence RI, Portland Me to highlight a few key municipalities exceeding the northeast objectives.

National One Fiber Community Engagement/Director Government Affairs/Lobbyist – MA/RI

November 2011 - November 2018 (7 years 1 month)

In an expanded role lobbied the executive branch and the legislature in Rhode Island. Developed and implemented legislative strategy, tactics, and content in support of company goals and positions at the municipal and state level. Identified and influenced proposed state and municipal legislation and regulation. Member of a national leadership team to enhance Verizon's brand and reputation through the development of national community engagement strategy.

- Adopted for a lead role in a first of its kind $6B one fiber deployment in the City of Boston working with internal senior executives and directly with the mayor and key cabinet members.

- Secured RI small cell legislation the first of its kind in the northeast clearing the path for 5G deployment.

Director External Affairs Massachusetts & Rhode Island

September 2004 - October 2011 (7 years 2 months)

Facilitated Fios franchising process in MA & RI working with direct reports, extensive team of attorneys, negotiators and outside consultants. Led advocacy team that developed strategies and messaging to communicate, influence and interface directly with municipal leaders to gain approvals at the local level to deploy video services.

- Secured 115+ video licenses in MA and gained approvals in 85% of the State of Rhode Island and surpassed the Region's deployment goals and open for sales objectives.

- Provided advocacy leadership on tax and video deployment working closely with internal and external teams. Adopted a campaign mentality using tools such as direct mail, media placements, website strategies and messaging.

- Provided grants to 300 + nonprofit organizations managing a $4M budget. Strategically executed philanthropy events to garner press and attention for the work.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Education

Babson F.W. Olin Graduate School of Business

Master of Business Administration - MBA

Northeastern University

Business Administration and Management, General

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Peter T. Bowman
24 Arlington Road
Melrose, Massachusetts

Dear Mayor Paul Brodeur,

I am writing to express my interest in serving on the Melrose Library Board of Trustees. As we discussed, I think this is an exciting opportunity to serve the city and I feel my experience both professionally and being part of the community for many years will help me add value to the Board. I also had the opportunity to discuss with Linda Gardener the role and the exciting things currently occurring at the library as well as the construction of the new building.

I have previously served on the Master Plan Committee, Traffic Commission, Board of the Chamber of Commerce and recently on the CIP committee and I think this new role will allow me to continue to give back to the city. As we emerge from the pandemic libraries play a critical role in the community for all residents and I look forward to being involved with this effort. If selected for this position, I will be an active member of the Board providing guidance and support to the library staff and my fellow trustees.

I want to thank you for nominating me and thank the City Council for my consideration. If you need any additional information, please don't hesitate to contact me. I look forward to the next steps in the process.

Sincerely,

Peter T. Bowman

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

nationalgrid

October 14, 2022

City of Melrose

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this permit please contact:

If this petition meets with your approval, please return an executed copy to:

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845
Phone 978-725-1392.

Very truly yours,

Bob Coulter
Supervisor, Distribution Design

Enclosures

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Questions contact – Abdel Nabat 781-338-2819

Petition of the Massachusetts Electric Company d/b/a National Grid
Of NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

To City Council of Melrose, Massachusetts

Respectfully represents the Massachusetts Electric Company d/b/a National Grid of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked: Lebanon St - Melrose - Massachusetts.

The following are the streets and highways referred to:

Plan #30668880 Lebanon St - National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole # 1218 on Forest St to an approved Meter Cabinet, for underground Service.

Location approximately as shown on plan attached

Massachusetts Electric Company d/b/a
NATIONAL GRID Bob Coulter
BY _____
Engineering Department

Dated: October 14, 2022

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a National Grid be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 14th day of October, 2022.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Lebanon St - Melrose - Massachusetts. Plan # 30668880.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Lebanon St - National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole # 1218 on Forest St to an approved Meter Cabinet, for underground Service.

I hereby certify that the foregoing order was adopted at a meeting of the .....
.....
....., held on the ..... day of ....., 20 .....

....., ..., 20 .....

Received and entered in the records of location orders of the City/Town of
Book ..... Page .....

Attest:
.....

..... hereby certify that on .....20....., at ..... o'clock, ...M at ....., a public hearing was held on the petition of Massachusetts Electric Company d/b/a National Grid for permission to construct the underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to construct the underground electric conduits under said order. And that thereupon said order was duly adopted.

.....

.....

.....

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a National Grid be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 14th day of October, 2022.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Lebanon St - Melrose - Massachusetts. Plan # 30668880.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Lebanon St - National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole # 1218 on Forest St to an approved Meter Cabinet, for underground Service.

I hereby certify that the foregoing order was adopted at a meeting of the .....
.....
....., held on the ..... day of ....., 20 .....

....., ..., 20 .....

Received and entered in the records of location orders of the City/Town of
Book ..... Page .....

Attest:
.....

..... hereby certify that on .....20....., at ..... o'clock, ...M at ....., a public hearing was held on the petition of Massachusetts Electric Company d/b/a National Grid for permission to construct the underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to construct the underground electric conduits under said order. And that thereupon said order was duly adopted.

.....

.....

.....

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

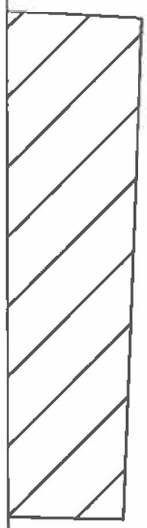
Abutter's List – WR# 30475605

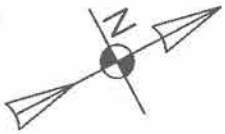
	Address	Owner's Info	Parcel ID#
1)	103 LEBANON ST.	PESCE,JOSEPH R DIANE M PESCE 103 LEBANON ST. MELROSE, MA 02176	E3 0 2B

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Exhibit A – Not to Scale

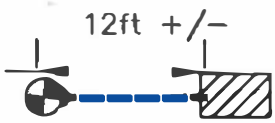
The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.





103 Lebanon St

Sidewalk



P.1218 (EXISTING N–GRID POLE)

(METER CABINET)

(EXISTING TRAFFIC SIGNAL POLE)

Forest Street

WR #: 30668880

UNDERGROUND PETITION	
Riser Pole (Existing)	PROPOSED CONDUIT 2-4"

nationalgrid

Scope

- NGRID is Petitioning to Install (1) 2" Conduits 12' +/- From Pole# 1218 on Forest St to an Approved Meter Cabinet, for Underground Service.

DISTANCES ARE APPROXIMATE

Date: 10-14-2022

WORK REQUEST: **30668880**

To The: City Of Melrose

For Proposed: Install 2 - 4" PVC Conduit Location: 103 Lebanon St

Drawn By: Abdelwahed Nabat

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

LEGAL NOTICE OF PUBLIC HEARING
CITY OF MELROSE
Monday, December 5, 2022, at 8:00PM
City Council Chamber
City Hall 562 Main St., Melrose

PET-2023-2: Petition of Massachusetts Electric Company d/b/a National Grid requesting permission to excavate, run and maintain underground electric conduits in accordance with the plan #30668880. National Grid to install beginning approximately 110 ft northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Installation of (1) 2' conduit 12' +/- from pole #1218 on Forest St to an approved meter cabinet, for underground service.

Kristin Foote
City Clerk

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE CITY CLERK

KRISTIN FOOTE
CITY CLERK

City Hall, 562 Main Stree
Melrose, Massachusetts 0217
Telephone - (781) 979-411
Fax - (781) 665-687

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

VIA CERTIFIED MAIL

You are hereby notified that the City Council will hold a Public Hearing on

Monday, December 5, 2022, at 8:00 PM
City Council Chambers
City Hall 562 Main Street, Melrose, Ma

You are hereby invited to be present at the hearing regarding **PET-2023-2: Petition of Massachusetts Electric Company d/b/a National Grid** requesting permission to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways and permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked:

Lebanon St –
National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole# 1218 on Forest St to an approved Meter Cabinet, for underground service.
Plan #30668880

After reviewing the plans, this installation does not look like something that would benefit the IT Dept. If this were a longer stretch of conduit and in the road, it may be worth putting in a shadow conduit.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

nationalgrid

CITY CLERK MELROSE-MA
2022 OCT 3 PM12:44

September 22, 2022

City of Melrose

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole location(s)

If you have any questions regarding this permit please contact:

Please notify National Grid's Vincent LoGuidice of the hearing date / time at 978-725-1392 or Vincent.LoGuidice@NationalGrid.com.

If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845

Very truly yours,

Bob Coulter
Supervisor, Distribution Design

Enclosures

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Questions contact – Richard Paz 781-907-4942

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

North Andover, Massachusetts

To the City Council
Of Melrose, Massachusetts

Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Ashland St - National Grid to install 3 JO Poles and Remove 1 JO Pole on Ashland St beginning at a point approximately 20 feet south of the centerline of the intersection of Franklin St. Install 2 new poles and replace 1 pole with anchor for 3 line voltage regulators.

Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Ashland St – Melrose – Massachusetts.

No.# 30440731 August 17, 2022

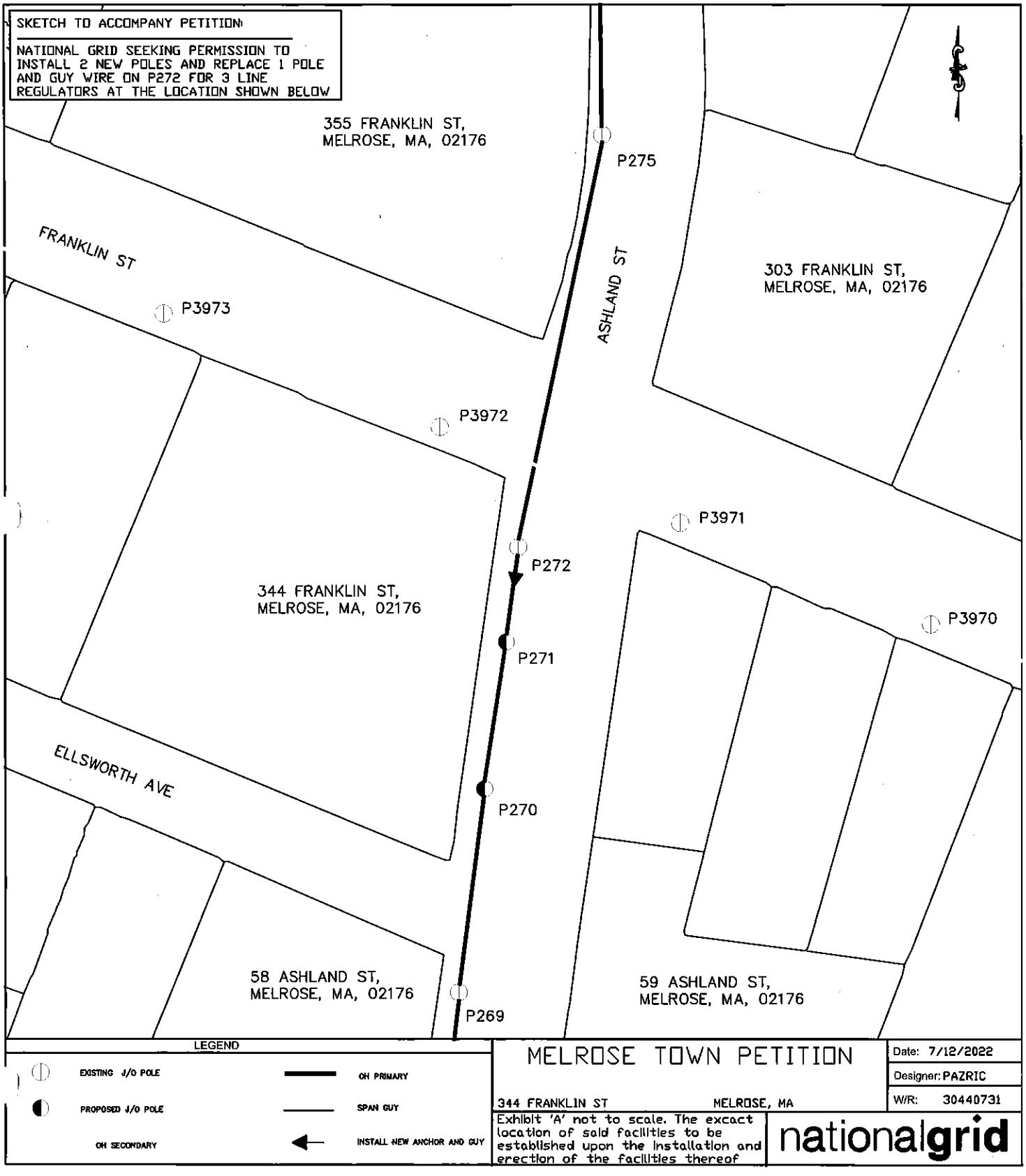
Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID Bob Coulter
BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.
BY _____
Manager / Right of Way

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)



Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Vonnie Reis, P.E.
City Engineer

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: VReis@cityofmelrose.org

November 14, 2022

To: City Council
Fr: Vonnie Reis, City Engineer

Re: NGRID request for GOL at Ashland St.

NGRID Electric files a petition for a grant of location to install three (3) JO poles on Ashland St. in accordance with a request and plan dated September 22, 2022. I recommend approval with the following conditions noted:

- NGRID shall call Dig Safe and the City's Water and Sewer Department at least 72 hours prior to conducting the work.
- NGRID is responsible for any required police details.
- NGRID shall notify immediate property owners of the start date of the work at least 48 hours in advance. If access to driveways will be restricted, NGRID crews must coordinate with property owners to move vehicles in advance of work.
- Ashland St. is a route for children walking to school. NGRID shall either halt work during the school arrival and departure hours or set up a safe, alternative pathway (i.e., with cones, etc) for pedestrians.
- New paving and sidewalks were just installed on Ashland St. Any damage to either will be repaired within 2 weeks at no cost to the City.
- NRGID will loam and seed around the new pole locations and clean up all debris. If necessary, NGRID will re-seed in the spring.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE Office of Treasurer-Collector

Kathryn J Armata
Treasurer-Collector

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Treasurer - (781) 979-4162
Collector - (781) 979-4120
Fax - (781) 665-6877

MEMORANDUM

To: Melrose City Council
Mayor Brodeur

From: Kathryn Armata

Date: September 20, 2022

Re: **Loan Order – Horace Mann Elementary School Roof Replacement**

ORDERED: That the City appropriates $1,460,177 for the purpose of paying costs of replacing the roof at the Horace Mann Elementary School located at 30 Damon Avenue, Melrose, Massachusetts, including the payment of all costs incidental and related thereto (the "Project"), which proposed Project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the City may be eligible for a grant from the Massachusetts School Building Authority (the "MSBA"), said amount to be expended under the direction of the Office of Planning and Community Development; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(1) or Chapter 70B of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City; that any grant that the City may receive from the MSBA for the Project shall not exceed the lesser of (1) forty-nine and thirty-one hundredths percent (49.31%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of the borrowing authorized by this order shall be reduced by any grant amount set forth in and received pursuant to the Project Funding Agreement that may be executed between the City and the MSBA.

Pursuant to Section 56-14 of the City Ordinances, attached is a projection of the principal and interest costs on the bonds proposed to be authorized by the following loan orders under

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consideration by the City Council. The payment schedule attached assumes a 30-year borrowing term, an interest rate assumption of 5.5% over the life of the borrowing, and a level debt service payment schedule. The debt service on these bonds will not be paid from an enterprise fund and will have no impact on any enterprise fund rates."

FINANCIAL IMPACT: See attached

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BOND DEBT SERVICE

City of Melrose, Massachusetts
Proposed $1,460,177 Horace Mann Elementary School Roof Bonds
30 years - Level Debt Service
Interest Estimated and Subject to Change

Dated Date 09/15/2023
Delivery Date 09/15/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2024	-	-	40,154.87	40,154.87	-
06/30/2024	-	-	-	-	40,154.87
09/15/2024	20,177.00	5.500%	40,154.87	60,331.87	-
03/15/2025	-	-	39,600.00	39,600.00	-
06/30/2025	-	-	-	-	99,931.87
09/15/2025	20,000.00	5.500%	39,600.00	59,600.00	-
03/15/2026	-	-	39,050.00	39,050.00	-
06/30/2026	-	-	-	-	98,650.00
09/15/2026	20,000.00	5.500%	39,050.00	59,050.00	-
03/15/2027	-	-	38,500.00	38,500.00	-
06/30/2027	-	-	-	-	97,550.00
09/15/2027	25,000.00	5.500%	38,500.00	63,500.00	-
03/15/2028	-	-	37,812.50	37,812.50	-
06/30/2028	-	-	-	-	101,312.50
09/15/2028	25,000.00	5.500%	37,812.50	62,812.50	-
03/15/2029	-	-	37,125.00	37,125.00	-
06/30/2029	-	-	-	-	99,937.50
09/15/2029	25,000.00	5.500%	37,125.00	62,125.00	-
03/15/2030	-	-	36,437.50	36,437.50	-
06/30/2030	-	-	-	-	98,562.50
09/15/2030	30,000.00	5.500%	36,437.50	66,437.50	-
03/15/2031	-	-	35,612.50	35,612.50	-
06/30/2031	-	-	-	-	102,050.00
09/15/2031	30,000.00	5.500%	35,612.50	65,612.50	-
03/15/2032	-	-	34,787.50	34,787.50	-
06/30/2032	-	-	-	-	100,400.00
09/15/2032	30,000.00	5.500%	34,787.50	64,787.50	-
03/15/2033	-	-	33,962.50	33,962.50	-
06/30/2033	-	-	-	-	98,750.00
09/15/2033	30,000.00	5.500%	33,962.50	63,962.50	-
03/15/2034	-	-	33,137.50	33,137.50	-
06/30/2034	-	-	-	-	97,100.00
09/15/2034	35,000.00	5.500%	33,137.50	68,137.50	-
03/15/2035	-	-	32,175.00	32,175.00	-
06/30/2035	-	-	-	-	100,312.50
09/15/2035	35,000.00	5.500%	32,175.00	67,175.00	-
03/15/2036	-	-	31,212.50	31,212.50	-
06/30/2036	-	-	-	-	98,387.50
09/15/2036	40,000.00	5.500%	31,212.50	71,212.50	-
03/15/2037	-	-	30,112.50	30,112.50	-
06/30/2037	-	-	-	-	101,325.00
09/15/2037	40,000.00	5.500%	30,112.50	70,112.50	-
03/15/2038	-	-	29,012.50	29,012.50	-
06/30/2038	-	-	-	-	99,125.00
09/15/2038	45,000.00	5.500%	29,012.50	74,012.50	-
03/15/2039	-	-	27,775.00	27,775.00	-
06/30/2039	-	-	-	-	101,787.50
09/15/2039	45,000.00	5.500%	27,775.00	72,775.00	-
03/15/2040	-	-	26,537.50	26,537.50	-
06/30/2040	-	-	-	-	99,312.50
09/15/2040	45,000.00	5.500%	26,537.50	71,537.50	-
03/15/2041	-	-	25,300.00	25,300.00	-
06/30/2041	-	-	-	-	96,837.50
09/15/2041	50,000.00	5.500%	25,300.00	75,300.00	-
03/15/2042	-	-	23,925.00	23,925.00	-
06/30/2042	-	-	-	-	99,225.00
09/15/2042	55,000.00	5.500%	23,925.00	78,925.00	-
03/15/2043	-	-	22,412.50	22,412.50	-
06/30/2043	-	-	-	-	101,337.50
09/15/2043	55,000.00	5.500%	22,412.50	77,412.50	-
03/15/2044	-	-	20,900.00	20,900.00	-
06/30/2044	-	-	-	-	98,312.50
09/15/2044	60,000.00	5.500%	20,900.00	80,900.00	-
03/15/2045	-	-	19,250.00	19,250.00	-
06/30/2045	-	-	-	-	100,150.00
09/15/2045	60,000.00	5.500%	19,250.00	79,250.00	-
03/15/2046	-	-	17,600.00	17,600.00	-
06/30/2046	-	-	-	-	96,850.00
09/15/2046	65,000.00	5.500%	17,600.00	82,600.00	-
03/15/2047	-	-	15,812.50	15,812.50	-
06/30/2047	-	-	-	-	98,412.50
09/15/2047	70,000.00	5.500%	15,812.50	85,812.50	-
03/15/2048	-	-	13,887.50	13,887.50	-
06/30/2048	-	-	-	-	99,700.00
09/15/2048	75,000.00	5.500%	13,887.50	88,887.50	-
03/15/2049	-	-	11,825.00	11,825.00	-
06/30/2049	-	-	-	-	100,712.50
09/15/2049	80,000.00	5.500%	11,825.00	91,825.00	-
03/15/2050	-	-	9,625.00	9,625.00	-
06/30/2050	-	-	-	-	101,450.00
09/15/2050	80,000.00	5.500%	9,625.00	89,625.00	-
03/15/2051	-	-	7,425.00	7,425.00	-
06/30/2051	-	-	-	-	97,050.00
09/15/2051	85,000.00	5.500%	7,425.00	92,425.00	-
03/15/2052	-	-	5,087.50	5,087.50	-
06/30/2052	-	-	-	-	97,512.50
09/15/2052	90,000.00	5.500%	5,087.50	95,087.50	-
03/15/2053	-	-	2,612.50	2,612.50	-
06/30/2053	-	-	-	-	97,700.00
09/15/2053	95,000.00	5.500%	2,612.50	97,612.50	-
06/30/2054	-	-	-	-	97,612.50
	1,460,177.00		1,557,334.74	3,017,511.74	3,017,511.74

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Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

August 31, 2022

The Honorable Paul Brodeur, Mayor
City of Melrose
Melrose City Hall
562 Main Street
Melrose, MA 02176

Re: City of Melrose, Herbert Clark Hoover Elementary School, Horace Mann Elementary School

Dear Mayor Brodeur:

I am pleased to report that the Board of the Massachusetts School Building Authority (the "MSBA") voted to approve the Proposed Accelerated Repair Project (the "Proposed Project") in the City of Melrose (the "City") for a roof replacement project at the Herbert Clark Hoover Elementary School, and a roof replacement project at the Horace Mann Elementary School.

The Board approved an Estimated Maximum Total Facilities Grant for each project as shown in the table below, which does not include any funds for potentially eligible Owner's or Construction Contingency Expenditures. In the event that the MSBA determines that any Owner's and/or Construction Contingency Expenditures are eligible for reimbursement, the Maximum Total Facilities Grant for the Herbert Clark Hoover Elementary School and Horace Mann Elementary School Projects may increase to each amount shown below. The final grant amounts will be determined by the MSBA based on a review and audit of all project costs incurred by the City, in accordance with the MSBA's regulations, policies, and guidelines and the Project Funding Agreement. The final grant amount may be an amount less than the Estimated Maximum Total Facilities Grant.

Project Funding Agreement	Herbert Clark Hoover Elementary School	Horace Mann Elementary School
Estimated Maximum Total Facilities Grant	$1,021,573	$624,400
Maximum Total Facilities Grant	$1,069,127	$649,456

Pursuant to the terms of the MSBA's Accelerated Repair Program, the City has 90 days to acquire and certify local approval for an appropriation and all other necessary local votes or approvals showing acceptance of the cost, site, type, scope and timeline for the Herbert Clark

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Hoover Elementary School and the Horace Mann Elementary School Projects. Upon receipt of the certified votes demonstrating local approval, the MSBA and the City will execute a Project Funding Agreement, which will set forth the terms and conditions pursuant to which the City will receive its grant from the MSBA. Once the Project Funding Agreement has been executed by both parties, the City will be eligible to submit requests for reimbursement for Proposed Project costs to the MSBA.

We will be contacting you soon to discuss these next steps in more detail, but in the meantime, I wanted to share with you the Board's approval of the Herbert Clark Hoover Elementary School and Horace Mann Elementary School Projects in the City of Melrose for a roof replacement project at the Herbert Clark Hoover Elementary School, and a roof replacement project at the Horace Mann Elementary School, and the Board's authorization to execute a Project Funding Agreement for these Proposed Projects.

Sincerely,

John K. McCarthy
Executive Director

Cc: Legislative Delegation
Christopher C. Cinella, President, Melrose City Council
Denise M. Gaffey, Director of Planning and Community Development, City of Melrose
Jen McAndrew, Chair, Melrose School Committee
Dr. Julie Kukenberger, Superintendent, Melrose Public Schools
Jon Lemieux, Owner's Project Manager, Vertex Companies, Inc.
Joseph P. Viamari, Jr., Designer, Tighe & Bond, Inc.
File: 10.2 Letters

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EXHIBIT A
PROJECT BUDGET
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND HORACE MANN ELEMENTARY SCHOOL

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PROJECT FUNDING AGREEMENT

City of Melrose
Herbert Clark Hoover Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant[1]	Estimated Maximum Total Facilities Grant[1]
Feasibility Study Agreement				
OPM Feasibility Study	$7,500	$0	$7,500	
A&E Feasibility Study	$49,100	$0	$49,100	
Env. & Site	$0	$0	$0	
Other	$0	$0	$0	
Feasibility Study Agreement Subtotal	**$56,600**	**$0**	**$56,600**	**$27,909**
Administration				
Legal Fees	$0	$0	$0	**$0**
Owner's Project Manager				
Design Development	$0	$0	$0	
Construction Contract Documents	$20,434	$0	$20,434	
Bidding	$8,960	$0	$8,960	
Construction Contract Administration	$101,045	$0	$101,045	
Closeout	$12,558	$0	$12,558	
Extra Services	$0	$0	$0	
Reimbursable & Other Services	$5,000	$0	$5,000	
Cost Estimates	$0	$0	$0	
Advertising	$0	$0	$0	
Permitting	$0	$0	$0	
Owner's Insurance	$0	$0	$0	
Other Administrative Costs	$0	$0	$0	
Administration Subtotal	**$147,997**	**$0**	**$147,997**	**$72,977**
Architecture and Engineering				
Basic Services				
Design Development	$0	$0	$0	
Construction Contract Documents	$60,400	$0	$60,400	
Bidding	$4,400	$0	$4,400	
Construction Contract Administration	$34,600	$0	$34,600	
Closeout	$3,600	$0	$3,600	
Other Basic Services	$0	$0	$0	
Basic Services Subtotal	**$103,000**	**$0**	**$103,000**	
Reimbursable Services				
Construction testing	$0	$0	$0	
Printing (over minimum)	$0	$0	$0	
Other Reimbursable Costs	$0	$0	$0	
Hazardous Materials	$10,700	$0	$10,700	
Geotech & Geo-Env.	$0	$0	$0	
Site Survey	$0	$0	$0	
Wetlands	$0	$0	$0	
Traffic Studies	$0	$0	$0	
Architectural/Engineering Subtotal	**$113,700**	**$0**	**$113,700**	**$56,065**
CM & Risk Preconstruction Services				
Pre-Construction Services	$0	$0	$0	**$0**
Site Acquisition				
Land/Building Purchase	$0	$0	$0	
Appraisal Fees	$0	$0	$0	
Recording fees	$0	$0	$0	
Site Acquisition Subtotal	**$0**	**$0**	**$0**	**$0**
Construction Costs				
Construction Budget	$0	$0		
GMP Fee	$0	$0		
GMP Insurance	$0	$0		
GMP Contingency	$0	$0		
Division 1 - General Requirements	$543,866	$0		
Division 2 - Existing Conditions	$340,900	$0		
Division 3 - Concrete	$0	$0		
Division 4 - Masonry	$16,200	$0		
Division 5 - Metals	$157,086	$0		
Division 6 - Woods, Plastics and Composites	$28,464	$0		
Division 7 - Thermal and Moisture Protection	$654,165	$127,577		
Division 8 - Openings	$0	$0		
Division 9 - Finishes	$0	$0		
Division 10 - Specialties	$0	$0		
Division 11 - Equipment	$0	$0		
Division 12 - Furnishings	$0	$0		
Division 13 - Special Construction	$0	$0		
Division 14 - Conveying Systems	$0	$0		
Division 21 - Fire Suppression	$0	$0		
Division 22 - Plumbing	$32,685	$0		
Division 23 - HVAC	$63,526	$0		
Division 25 - Integrated Automation	$0	$0		
Division 26 - Electrical	$44,124	$0		
Division 27 - Communications	$0	$0		
Division 28 - Electronic Safety and Security	$0	$0		
Division 31 - Earthwork	$0	$0		
Division 32 - Exterior Improvements	$0	$0		
Division 33 - Utilities	$0	$0		
Construction Budget	**$1,881,016**	**$127,577**	**$1,753,439**	**$864,621**
Alternates				
	$0	$0	$0	
	$0	$0	$0	
	$0	$0	$0	
Alternates Subtotal	**$0**	**$0**	**$0**	**$0**
Miscellaneous Project Costs				
Utility company Fees	$0	$0	$0	
Testing Services	$0	$0	$0	
Swing Space/Modulars	$0	$0	$0	
Other Project Costs (Mailing & Moving)	$0	$0	$0	
Misc. Project Costs Subtotal	**$0**	**$0**	**$0**	**$0**

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City of Melrose
Herbert Clark Hoover Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant[1]	Estimated Maximum Total Facilities Grant[1]
Furnishings and Equipment				
Furnishings	$0	$0	$0	
Equipment	$0	$0	$0	
Computer Equipment	$0	$0	$0	
FF&E Subtotal	**$0**	**$0**	**$0**	**$0**
Soft Costs that exceed 20% of Const'n Cost		$0	$0	
Project Budget	**$2,199,313**	**$127,577**	**$2,071,736**	**$1,021,573**

Board Authorization	
Project Budget	$2,199,313
Scope Items Excluded or Otherwise Ineligible	-$127,577
Basis of Estimated Total Facilities Grant[1]	$2,071,736
Reimbursement Rate	49.31%
Estimated Maximum Total Facilities Grant[1]	$1,021,573

Total Construction Contingency[2]	$94,051
Ineligible Construction Contingency[2]	$6,379
Potentially Eligible Construction Contingency[2]	$87,672
Total Owner's Contingency[2]	$13,085
Ineligible Owner's Contingency[2]	$4,318
Potentially Eligible Owner'sContingency[2]	$8,767
Total Potentially Eligible Contingency[2]	$96,439
Reimbursement Rate	49.31%
Potential Additional Contingency Grant Funds[2]	$47,554
Maximum Total Facilities Grant	$1,069,127
Total Project Budget	$2,306,449

This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Owner's Project Manager of City of Melrose for the Herbert Clark Hoover Elementary School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.

2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Chair of School Building Committee

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Chief Executive Officer

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Superintendent of Schools

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Chair of School Committee

Date: _____

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Total Project Budget

City of Melrose
Horace Mann Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant[1]	Estimated Maximum Total Facilities Grant[1]
Feasibility Study Agreement				
OPM Feasibility Study	$7,500	$0	$7,500	
A&E Feasibility Study	$40,700	$0	$40,700	
Env. & Site	$0	$0	$0	
Other	$0	$0	$0	
Feasibility Study Agreement Subtotal	**$48,200**	**$0**	**$48,200**	**$23,767**
Administration				
Legal Fees	$0	$0	$0	**$0**
Owner's Project Manager				
Design Development	$0	$0	$0	
Construction Contract Documents	$20,434	$0	$20,434	
Bidding	$8,960	$0	$8,960	
Construction Contract Administration	$101,045	$0	$101,045	
Closeout	$12,558	$0	$12,558	
Extra Services	$0	$0	$0	
Reimbursable & Other Services	$5,000	$0	$5,000	
Cost Estimates	$0	$0	$0	
Advertising	$0	$0	$0	
Permitting	$0	$0	$0	
Owner's Insurance	$0	$0	$0	
Other Administrative Costs	$0	$0	$0	
Administration Subtotal	**$147,997**	**$0**	**$147,997**	**$72,977**
Architecture and Engineering				
Basic Services				
Design Development	$0	$0	$0	
Construction Contract Documents	$41,400	$0	$41,400	
Bidding	$4,400	$0	$4,400	
Construction Contract Administration	$28,800	$0	$28,800	
Closeout	$3,600	$0	$3,600	
Other Basic Services	$0	$0	$0	
Basic Services Subtotal	**$78,200**	**$0**	**$78,200**	
Reimbursable Services				
Construction testing	$0	$0	$0	
Printing (over minimum)	$0	$0	$0	
Other Reimbursable Costs	$0	$0	$0	
Hazardous Materials	$5,400	$0	$5,400	
Geotech & Geo-Env.	$0	$0	$0	
Site Survey	$0	$0	$0	
Wetlands	$0	$0	$0	
Traffic Studies	$0	$0	$0	
Architectural/Engineering Subtotal	**$83,600**	**$0**	**$83,600**	**$41,223**
CM & Risk Preconstruction Services				
Pre-Construction Services	$0	$0	$0	**$0**
Site Acquisition				
Land/Building Purchase	$0	$0	$0	
Appraisal Fees	$0	$0	$0	
Recording fees	$0	$0	$0	
Site Acquisition Subtotal	**$0**	**$0**	**$0**	**$0**
Construction Costs				
Construction Budget	$0	$0		
GMP Fee	$0	$0		
GMP Insurance	$0	$0		
GMP Contingency	$0	$0		
Division 1 - General Requirements	$321,849	$0		
Division 2 - Existing Conditions	$212,272	$0		
Division 3 - Concrete	$0	$0		
Division 4 - Masonry	$0	$0		
Division 5 - Metals	$5,380	$0		
Division 6 - Woods, Plastics and Composites	$16,656	$0		
Division 7 - Thermal and Moisture Protection	$475,936	$96,869		
Division 8 - Openings	$0	$0		
Division 9 - Finishes	$0	$0		
Division 10 - Specialties	$0	$0		
Division 11 - Equipment	$0	$0		
Division 12 - Furnishings	$0	$0		
Division 13 - Special Construction	$0	$0		
Division 14 - Conveying Systems	$0	$0		
Division 21 - Fire Suppression	$0	$0		
Division 22 - Plumbing	$29,864	$0		
Division 23 - HVAC	$25,226	$0		
Division 25 - Integrated Automation	$0	$0		
Division 26 - Electrical	$25,960	$0		
Division 27 - Communications	$0	$0		
Division 28 - Electronic Safety and Security	$0	$0		
Division 31 - Earthwork	$0	$0		
Division 32 - Exterior Improvements	$0	$0		
Division 33 - Utilities	$0	$0		
Construction Budget	**$1,113,143**	**$96,869**	**$1,016,274**	**$501,125**
Alternates				
	$0	$0	$0	
	$0	$0	$0	
	$0	$0	$0	
Alternates Subtotal	**$0**	**$0**	**$0**	**$0**
Miscellaneous Project Costs				
Utility company Fees	$0	$0	$0	
Testing Services	$0	$0	$0	
Swing Space/Modulars	$0	$0	$0	
Other Project Costs (Mailing & Moving)	$0	$0	$0	
Misc. Project Costs Subtotal	**$0**	**$0**	**$0**	**$0**

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City of Melrose
Horace Mann Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant[1]	Estimated Maximum Total Facilities Grant[1]
Furnishings and Equipment				
Furnishings	$0	$0	$0	
Equipment	$0	$0	$0	
Computer Equipment	$0	$0	$0	
FF&E Subtotal	**$0**	**$0**	**$0**	**$0**
Soft Costs that exceed 20% of Const'n Cost		$29,797	-$29,797	
Project Budget	**$1,392,940**	**$126,666**	**$1,266,274**	**$624,400**

Board Authorization	
Project Budget	$1,392,940
Scope Items Excluded or Otherwise Ineligible	-$126,666
Basis of Estimated Total Facilities Grant[1]	$1,266,274
Reimbursement Rate	49.31%
Estimated Maximum Total Facilities Grant[1]	$624,400

Total Construction Contingency[2]	$55,657
Ineligible Construction Contingency[2]	$4,843
Potentially Eligible Construction Contingency[2]	$50,814
Total Owner's Contingency[2]	$11,580
Ineligible Owner's Contingency[2]	$11,580
Potentially Eligible Owner'sContingency[2]	$0
Total Potentially Eligible Contingency[2]	$50,814
Reimbursement Rate	49.31%
Potential Additional Contingency Grant Funds[2]	$25,056
Maximum Total Facilities Grant	$649,456
Total Project Budget	$1,460,177

This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Owner's Project Manager of City of Melrose for the Horace Mann Elementary School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.

2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Chair of School Building Committee

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Chief Executive Officer

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Superintendent of Schools

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Chair of School Committee

Date: _____

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EXHIBIT B
PROJECT SCOPE
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND HORACE MANN ELEMENTARY SCHOOL

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PROJECT FUNDING AGREEMENT

Schematic Design Submission Checklist
MSBA Accelerated Repair Program

District: Melrose Public Schools

School: Herbert Clark Hoover Elementary School

Scope: Roof Replacement

Schematic Design Deliverables:

OPM	District	
☒	☒	Project Narrative: - Existing conditions analysis (hazardous materials, structural, etc.) - Explanation of proposed solution - Designer statement that the proposed solution meets the Massachusetts Stretch Energy Code and/or the International Energy Conservation Code
☒	☒	Code Analysis
☒	☒	Schematic Design Drawings
☒	☒	Cost Estimate (CSI Format) - Include all Proposed Alternates
☒	☒	Form 3011 – Total Project Budget
☒	☒	Project Cash Flow (cumulative line chart illustrating Total Project Budget)
☒	☒	Project Schedule (Gantt Chart)
☒	☒	Accelerated Repair Program Reimbursement Rate Certification signed by the District
☒	☒	Proposed project scope and budget vote language in compliance with MSBA standard vote language

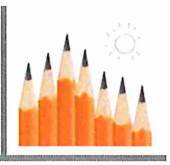
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Program Guidelines and Project Funding Agreement:

OPM	District	
☒	☒	MSBA Board of Directors authorization to execute a Project Funding Agreement is tied to the specific project scope and budget presented in the Schematic Design.
☒	☒	The portion of the Construction Contingency potentially eligible for reimbursement is set at 5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for hard costs only. The MSBA will complete one Change Order review per district in which the MSBA will review Change Orders for eligibility not validity. All ineligible costs will not be reimbursed.
☒	☒	The portion of the Owner's Contingency potentially eligible for reimbursement is set at 0.5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for soft costs only. All ineligible costs will not be reimbursed.
☒	☒	Prior to securing project funding, the district will draft proposed project scope and budget vote language in compliance with MSBA standard vote language and will provide the vote language to the MSBA for review and approval prior to taking the vote.
☒	☒	After bids have been received and actual construction costs are established, the district's potential Project Funding Agreement must be revised to reflect the actual construction costs in accordance with paragraph 2.3 of the Project Funding Agreement. If there are bid savings, the MSBA shares in the cost savings by reducing the maximum facilities grant to reflect reimbursable costs. If there is a bid overage, construction contingency is transferred to the construction budget to reflect the additional costs and is deemed ineligible. The transfer of construction contingency due to the bid overage results in a reduction to the maximum facilities grant.
☒	☒	MSBA's standardized Schedule of Values will be used by the district to ensure that all budget entries in the MSBA's ProPay system mirror the Total Project Budget Form 3011 following the PFA Bid Amendment. The MSBA will only reimburse eligible costs if they are entered to the correct cost codes in the Total Project Budget.
☒	☒	Budget Revision Requests will be submitted by the district in a timely manner to reflect changes to the Total Project Budget. After a Budget Revision Request is executed, the district will enter the Budget Revision Request into the ProPay system for approval by the MSBA.

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☒	☒	MSBA's Audit Department will review requests for reimbursement in the ProPay system of $50,000 or more. All reimbursement requests which are less than $50,000 will be returned to the district without review. All districts are encouraged to attend ProPay training conducted by the Audit Department following the execution of a Project Funding Agreement.
☒	☒	OPM monthly reporting begins when the OPM contract is executed and continues until the project receives Board of Directors approval of the final audit. Failure to submit timely and complete reports may impact district reimbursement review and payment. OPM monthly reporting supports MSBA review of reimbursement requests.

I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have fulfilled all requirements described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) by submitting the listed deliverables by the established deadline to the MSBA. I further certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have explained the Program Guidelines and Project Funding Agreement to the district.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).

Title: Project Director, Owner's Project Manager
Firm: The Vertex Companies, LLC
Date: June 27, 2022

I certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have read and understand the Program Guidelines and Project Funding Agreement. I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have reviewed the enumerated deliverables within the Schematic Design Submittal with the Owner's Project Manager and Designer. I further

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certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that the OPM has explained to me the OPM's responsibilities as described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) to submit the designer's deliverables listed above.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).

Julie R. Kuhnberger

Title: Superintendent of Schools
Date: June 27, 2022

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Section 1
Project Narrative

1.1 Introduction

The City of Melrose is currently participating in the Massachusetts School Building Authority (MSBA) Accelerated Repair Program (ARP) and has submitted a Statement of Interest for repairs at the Herbert Clark Hoover School. The Vertex Companies, LLC and Tighe & Bond, Inc. were subsequently designated as the Owner's Project Manager (OPM) and Designer, respectively for the proposed project.

The Herbert Clark Hoover School is located at 37 Glendower Road in Melrose, MA. The school building is a two-story brick masonry building with an approximate roof area of 18,000 square feet, which was constructed in 1964. The school has undergone several renovations over time, including a window and door replacement in 2015 and a prefabricated, wood-framed modular building addition in 2017. The first floor of the school generally consists of classrooms, storage rooms, a multipurpose room, a teacher's lounge, administrative and nurse offices, a library, bathrooms, and a boiler room. The second floor contains classrooms and bathrooms. The school currently serves approximately 300 students from kindergarten to fifth grade.

The team assembled for execution of the Herbert Clark Hoover School project includes the following members:

- Funding Agency — Massachusetts School Building Authority
- Owner — Melrose Public Schools
- OPM — The Vertex Companies, LLC
- Designer — Tighe & Bond Designer Services, Inc.
- Cost Estimating — Ellana Construction Consultants.
- Hazardous Materials Assessment — Tighe & Bond Designer Services, Inc.
- Code Review — Tighe & Bond Designer Services, Inc.
- Structural/Construction Admin — Frawley Engineering, P.C.

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1.2 Existing Conditions

1.2.1 Roof

The existing Ethylene Propylene Diene Monomer (EPDM) roof system was constructed over an original coal tar pitch and gravel built up roof. Based on documents provided by the District, the original roof on the 1964 area consisted of 5 ply built-up coal tar pitch and gravel over 1.5" rigid insulation on a steel deck. Based on recent site visits and field investigation, ½" fiberboard and EPDM membrane were installed over the original roof system. The largest portion of the roof area is ballasted with gravel, while several smaller sections are fully adhered.

There is significant evidence of water damage inside the building from roof leaks and numerous deficiencies in the roofing membrane. The roof does not provide adequate thermal performance and drainage. Based on the site observations and investigation, the existing roofing system and majority of associated appurtenances appear to be in poor condition and are beyond their useful life.



Photo 1: Roof Over Main Building



Photo 2: Roof Over Lower Building

The modular addition constructed in 2017 consists of a single ply membrane roofing system and is not included as part of this project.

1.2.2 Plumbing

There are existing roof drains that are tied into the storm drainage system in the building. The drains appear to be in working order, however some are rusted and in poor condition.

One storm leader exits the building and runs above a sub-roof near the main entrance toward a vertical storm leader tied into the underground storm drainage system.

Plumbing vents penetrate the roof in multiple locations to provide pressure relief for the school's sanitary piping system. The vent piping is in good condition with expected rust on the pipe interior.

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Photo 3: Roof Drain

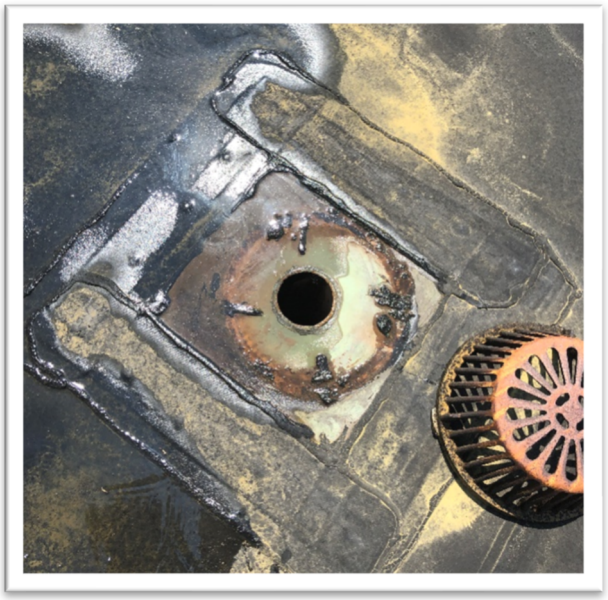


Photo 4: Roof Drain



Photo 5: Storm Leader Routed on Roof

1.2.3 HVAC

There are seven exhaust fans (EFs) installed on the main building's roof and rooftop air handling units are located on the temporary addition, which is not part of this project.

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Most of the exhaust fans appear original and are well beyond the 15-25-year life expectancy. One exhaust fan, identified as "#6" on the 1964 drawings, has been replaced and appears that it can be re-used.



Photo 6: HVAC Equipment on Main Roof

1.2.4 Electrical

The existing electrical items on the roof are limited to electrical connections to HVAC equipment requiring electrical power. It is assumed that each HVAC fan has an integral or equipment-mounted disconnect. In addition, loose telecommunication cables run across the roof from the north wall to an entrance cap near the roof hatch.

1.3 Recommended Solutions

1.3.1 Roof Replacement

Replacement of the existing roof system at the Herbert Clark Hoover School is recommended for improving thermal performance, roof drainage, overall energy efficiency of the building and remedying numerous roof leaks. The following items below outline the proposed scope of work for the project, including demolition. Schematic Design plans with additional detail are included in Appendix B.

Roof Demolition will include:

- Removal of the existing single-ply, adhered and ballasted EPDM membrane roofing systems
- Removal of existing built-up coal tar pitch and gravel roof system
- Removal of the existing rigid insulation
- Removal of the existing access hatch
- Repair of the steel roof deck as needed
- Removal and storage of existing HVAC equipment
- Removal of existing fascia, blocking, damaged curbing, and flashing

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- Disposal of existing roofing materials as asbestos waste.

Proposed Roof Improvements will include:

- Repair of any damaged or compromised steel roof decking discovered during demolition
- Installation of a fully-adhered EPDM roofing system. The new roofing system will include, from bottom to top:
  - Fiberglass-reinforced gypsum sheathing cover board
  - Base sheet/ combination air and vapor barrier
  - New polyisocyanurate rigid insulation. The new insulation will meet the stretch energy code. Insulation thickness will provide a minimum R-value of 30. Tapered insulation will be installed to provide a positive pitch toward roof drains.
  - ½" coverboard installed over the insulation
  - Fully-adhered EPDM roofing membrane
- Installation of new curbing, blocking, flashing, metal fascia, and roof drains
- Installation of new access hatches and ladders

1.3.2 Plumbing Systems

Plumbing Demolition will include:

- Removal of all existing roof drains. Existing rain leaders within building will be cut and capped away from the drain body and prepared for reconnection.
- Removal of storm drain leader and it's supports located on the roof. Piping will be cut and capped at the edge of the roof and prepared for reconnection into the vertical storm leader.

Proposed Plumbing Improvements will include:

- Installation of new roof drains and associated piping. All new roof drains will be of the same type.
- Installation of 1" thick insulation on drain bodies and any new associated piping.
- Inspection of existing drainage piping, including snaking the pipes to check for clogs and jetting the pipes should there be any clogs present.
- Installation and rerouting of the new storm leader on the roof to the underground connection. New piping will be provided with supports.
- Extension of vent piping as required to maintain clearance above roof of 18-24".

1.3.3 HVAC Systems

HVAC Demolition will include:

- Disconnection, removal, and storage of roof fan #6.
- Curb for fan #6 to remain.
- Removal, and disposal of all other roof exhaust fans and curbs.
- Prior to unit removal, exhaust fans will be tested and airflows recorded for final balancing efforts.
- Installation of temporary caps for all ductwork.
- Installation of temporary caps over fan #6 curb that is to remain.

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HVAC Improvements will include:

- Replacement off all roof exhaust fans, except #6. Replace fans in kind based on original design drawing schedules.
- Installing new curbs for new exhaust fans, including transition curbs as required for fan connection to existing roof opening.
- Repairing curbs and/or blocking and extending existing curb as required to minimum of 12" above new roof for remaining fan.
- Installation of new Exhaust Fans with integral disconnects.
- Reinstallation of retained Exhaust Fan.
- Reconnecting and sealing units to existing ductwork.
- Connecting units to existing controls.
- Re-balancing systems to match pre-existing airflows.

1.3.4 Electrical Systems

The proposed electrical work will include:

- Disconnecting and making safe all existing electrical devices with connections to mechanical equipment. Once the existing equipment is placed back in its permanent location after roofing, the electrical connections will be re-energized. For any equipment that has moved, the existing conduit and wires will be extended as required.
- Installation of exterior weatherproof GFI receptacles and weatherproof luminaire will be located on the roof within 25'-0" of any exterior equipment per NEC. New receptacles and luminaire will be mounted to ¾" rigid galvanized steel or to an adjacent wall if possible.
- Removal and reconnection of telecommunication cable. Upon reconnection cables will be secured and rerouted for safety.

1.4 ARP Sustainability Requirements

MSBA's ARP requires use of the Stretch Energy Code (780 CMR – Appendix AA and 2018 IECC) as the basis of design for ARP projects for roof replacement. Below is a table comparison of the required code values for the relevant project items and the values for the proposed assemblies. The proposed solutions and items for the Herbert Clark Hoover School meet or exceed the ARP sustainability requirements.

Roofs	Maximum U-Value ($Btu/hr \cdot ft^2 \cdot °F$)	Minimum R-Value ($°F \cdot ft^2 \cdot hr/Btu$)
Required	0.032	30
Proposed	0.032	30

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Herbert Clark Hoover School Repairs Project

Building Code Analysis

This analysis summarizes codes requirements applicable to the project scope for the Herbert Clark Hoover School Repairs Project. This summary includes general code information applicable to the overall project and more specific requirements related to roof replacement activities.

Applicable codes for this project include:

- International Building Code 2015 (IBC)
- International Existing Building Code 2015 (IEBC)
- International Energy Conservation Code 2018 (IECC)
- 248 CMR 10.00 Uniform State Plumbing Code (2017)
- Commonwealth of Massachusetts State Building Code, Ninth edition 780 CMR (including amendments to the IBC, IECC and IEBC)
- Massachusetts Stretch Energy Code 780 Appendix AA
- Architectural Access Board Regulations 521 CMR (AAB)
- American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures (ASCE 7-05)
- National Electrical Code NFPA 70

Section 1 – General Code

Use and Occupancy Classification (305 IBC 2015 & 780 CMR)

- Educational (E)
    - Due to the anticipated scope of work, roof replacement, Level 1 alterations of the IEBC will be triggered. Level 1 alterations encompass the removal and replacement of materials that serve the same purpose. Any new elements must comply with the requirements for new construction.

Types of Construction (602 IBC 2015 & 780 CMR)

- Type III Construction – Construction is that type of construction in which the exterior walls are of noncombustible materials and the interior building elements are of any material permitted by this code. Fire-retardant-treated wood framing complying with Section 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

Alterations Level 1 (503 IEBC 2015 & 780 CMR)

- Removal and replacement or the covering of existing materials, elements, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

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Material and Methods (702.6 & Chapter 8 IEBC 2015 & 780 CMR)

- All new work shall comply with materials and methods requirements in the IBC, IEBC, IECC, IMC, and MSPC, as applicable that specify material standards, details of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

Section 2 – Requirements Applicable to Roof Replacement Work

Building Envelope Requirements (IECC 2015, Table C402.3)

- Roof Maximum U-Factors
  - Insulation entirely above deck – U-0.032
- Roof Minimum R-Values
  - Insulation entirely above deck – R-30

Massachusetts State Building Code (780 CMR Amendments)

- Dead loads on an existing roof may not increase by more than 5% due to a re-roofing project.
- If the additional dead loads exceed 5%, the structure must conform to current snow load requirements.
- Since a similar EPDM roofing system (and ballast in some locations) is being removed from the roof prior to roof replacement, the new roof system is not anticipated to increase the dead load on the roof by more than 5%.

Code of Federal Regulations Title 29 (29 CFR)

- Holes – each employee on walking/working surfaces shall be protected from falling through holes more than 6 feet above lower levels, by personal fall-arrest systems, covers, or guardrail systems erected around such holes.

Snow Drift Implications of Added Insulation (IECC 2015)

- 2015 IBC Code section 1608 pertains to current snow load requirements and requires use of ASCE 7. Increasing the insulation thickness on an existing roof requires the roof meet current Code requirements. The snow load requirements have snow drift loading requirements that, when calculated for the Herbert Clark Hoover School result in an potential area of overload extending 15 feet from the high wall sections of the roof.
- IECC Section C501.2 notes that this code shall not prevent the continued use and maintenance of an existing building lawfully in existence at the time of adoption of the code. Section C501.5 permits utilization of like materials for repairs, provided that hazards to life, health, or property are not created.
- IECC Section C503.1 states, Alterations shall not overload existing building systems and an exception to IECC requirements is provided for roof recovering projects. To prevent overloading of the existing building, existing insulation thickness will be maintained a distance of 15 feet from the high roof areas.

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Uniform State Plumbing Code 248 CMR 10.00

- Storm Drain leaders are sized based on roof area served. The roof is broken up into six areas, which are served by 2", 3" and 4" roof drains. These roof drain can respectively capture storm water from 720sqft, 2200sqft and 4600sqft of roof area per 248 CMR 10.0. The roof drain sizes installed suffice for the school's roof. The new roof drains will use the same outlet size as the existing ones.

Section 4 – Accessibility Requirements

Existing Building (3.3 MAAB 521 CMR)

- Requirements for an accessible entry, toilet, drinking fountain, and telephone (if pay phones are provided) will be triggered based on the estimated cost of the project. A proponent is required to provide these items if the cost of a renovation project exceeds $500,000.

- If the work costs less than $100,000, then only the work being performed is required to comply with 521 CMR.

- Exception: Whether performed alone or in combination with each other, the following types of alterations are not subject to 521 CMR 3.3.1, unless the cost of work exceeds $500,000 or unless work is being performed on the entrance or toilet room.
    - Curb cuts
    - Alteration work which is limited solely to electrical mechanical, or plumbing systems; to abatement of hazardous materials; or retrofit of automatic sprinklers and does not involve the alteration of any elements or spaces required to be accessible under 521 CMR. Where electrical outlets and controls are altered, they must comply with 521 CMR
    - Roof repair or replacement, window repair or replacement, repointing and masonry repair work
    - Work related to septic system repairs, site utilities and landscaping.

- If the cost of the project, and any additional renovations completed within 36 months of the project, exceeds 30% +of the full and fair cash value of the building, the entire building must be upgraded as required to meet 521 CMR requirements.

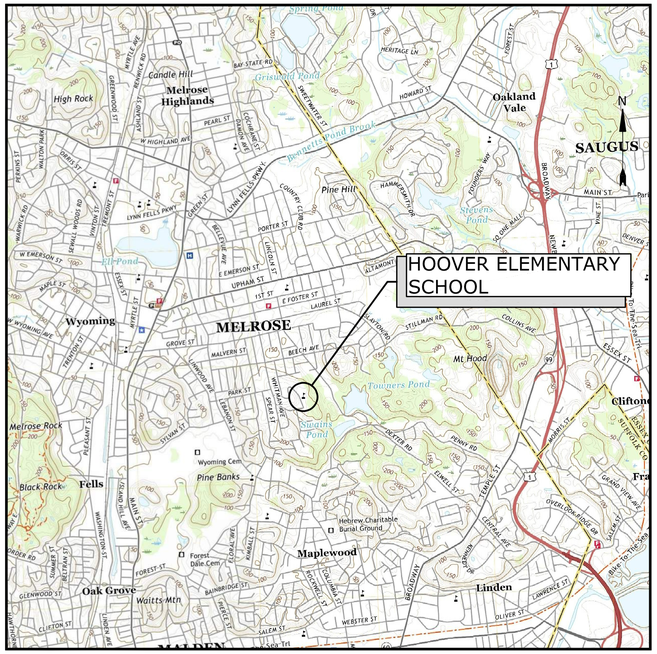
- The building currently complies with ADA/AAB requirements and accessibility upgrades will not be required as part of this project.

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HOOVER ELEMENTARY SCHOOL
MSBA ACCELERATED REPAIR PROGRAM
ROOF REPLACEMENT PROJECT
MELROSE, MASSACHUSETTS
JUNE 2022

LIST OF DRAWINGS	
	COVER
G-001	ROOF PHOTOGRAPHS
AD-101	ROOF DEMOLITION PLAN
A-101	ROOF REPLACEMENT PLAN
A-501	ROOF DETAILS - 1
A-502	ROOF DETAILS - 2
P-101	PLUMBING ROOF PLAN
H-101	HVAC ROOF PLAN
E-101	ELECTRICAL ROOF PLAN



LOCATION MAP
SCALE: 1" = 2000'

PROJECT TEAM:

OWNER
CITY OF MELROSE
562 MAIN STREET
MELROSE, MA 02176

OWNER'S PROJECT MANAGER
THE VERTEX COMPANIES, INC.
400 LIBBEY PARKWAY
WEYMOUTH, MA 02189

COST ESTIMATING
ELLANA, INC.
98 NORTH WASHINGTON STREET
SUITE 109
BOSTON, MA 02114

FUNDING
MASSACHUSETTS SCHOOL
BUILDING AUTHORITY
40 BROAD STREET, SUITE 500
BOSTON, MA 02109

ENGINEER
TIGHE & BOND
DESIGNER SERVICES, INC.
53 SOUTHAMPTON ROAD
WESTFIELD, MA 01085

PREPARED BY:
Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION
COMPLETE SET 9 SHEETS

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Last Saved: 6/24/2022
Plotted On: Jun 24, 2022 - 12:23pm By: AHoda
Tighe & Bond:\\tighebond.com\data\Data\Projects\MM1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - COVER.dwg



ROOF OVER MAIN BUILDING
NO SCALE
A
-



ROOF EQUIPMENT ON BALLAST ROOF
NO SCALE
B
-



EXISTING CHIMNEY
NO SCALE
C
-



ROOF ACCESS HATCH
NO SCALE
D
-



DRAIN ON LOWER ROOF
NO SCALE
E
-



ROOF ON LOWER BUILDING
NO SCALE
F
-

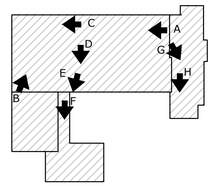


ROOF OVER LOWER BUILDING
NO SCALE
G
-



ROOF OVER LOWER BUILDING
NO SCALE
H
-

N



HOOVER KEYPLAN
NO SCALE

LEGEND:

A PHOTOGRAPH LOCATION

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Hoover Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HOOVER - G-001.dwg
DRAWN BY:	AH
CHECKED:	MPW
APPROVED:	JPV

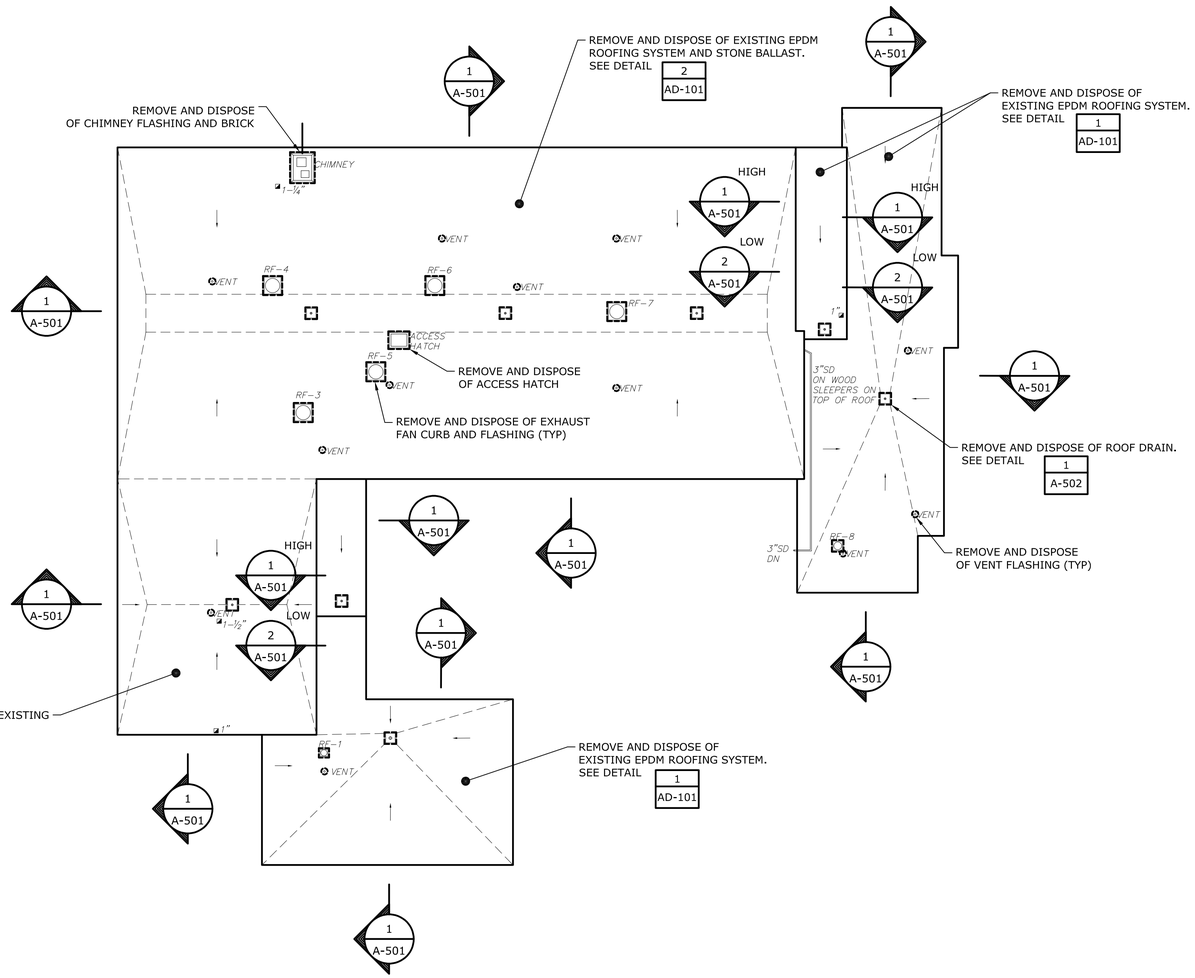
ROOF PHOTOGRAPHS

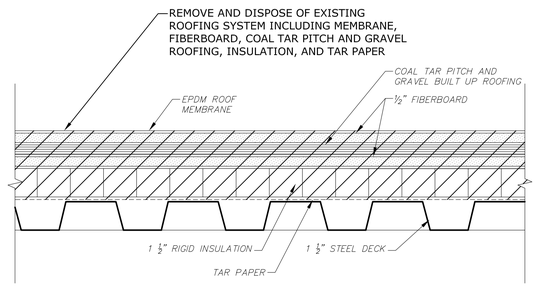
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G-001

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

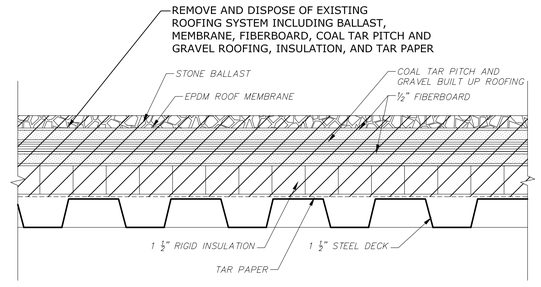
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Plotted On: Jun 21, 2022 - 1:48pm By: AHoda
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TYPICAL EXISTING UNBALLASTED ROOF SECTION

DETAIL 1
3" = 1'-0" -



TYPICAL EXISTING BALLASTED ROOF SECTION

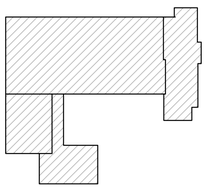
DETAIL 2
3" = 1'-0" -

LEGEND

- ROOF DRAIN
- EXISTING VENT PIPE PENETRATION
- EXISTING ROOFTOP EXHAUST FAN/DUCT WITH CURB
- EXISTING ROOFTOP EQUIPMENT ON SLEEPERS
- G GAS PIPE ON PIPE SUPPORT
- EXISTING GOOSENECK (INTAKE OR EXHAUST)
- EXISTING EXHAUST CAP OR AIR INTAKE
- EXISTING CAPPED CURB
- EXISTING INSULATION THICKNESS TEST CUT
- EXISTING CANOPY LINE
- EXISTING ROOF SLOPE LINE
- ITEM TO BE REMOVED/DEMOLISHED

NOTES:

1. REMOVE AND DISPOSE OF ALL EXISTING HVAC EQUIPMENT CURBS.
2. SEE SHEET H-101 FOR HVAC EQUIPMENT REQUIREMENTS.



HOOVER KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

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Melrose, Massachusetts

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APPROVED:	JPV

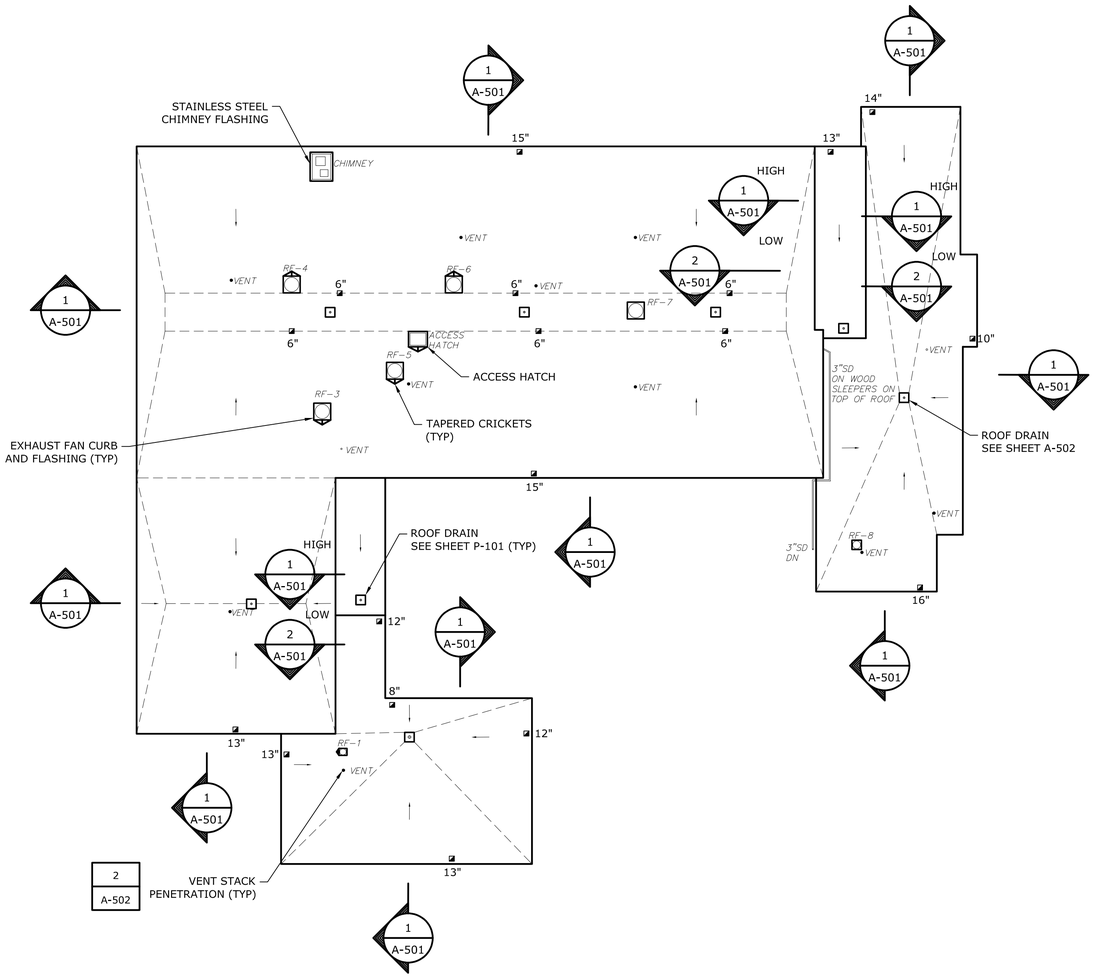
ROOF DEMOLITION PLAN

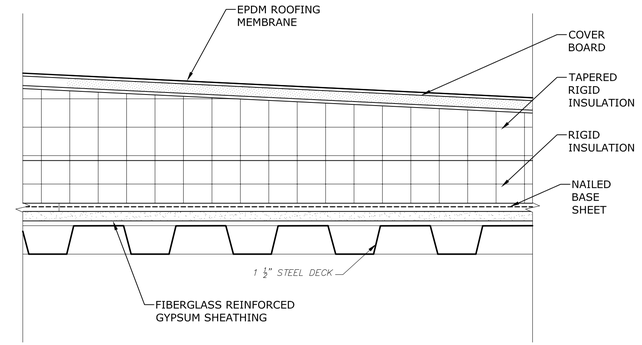
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AD-101

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/24/2022
Plotted: 6/24/2022 - 12:55pm By: AHoda
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TYPICAL PROPOSED ROOF SECTION

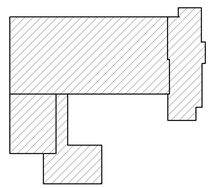
DETAIL	1
3" = 1'-0"	-

LEGEND

- ROOF DRAIN
- VENT PIPE PENETRATION
- ROOFTOP EXHAUST FAN/DUCT WITH CURB
- ROOFTOP EQUIPMENT ON SLEEPERS
- G GAS PIPE ON PIPE SUPPORT
- GOOSENECK (INTAKE OR EXHAUST)
- EXHAUST CAP OR AIR INTAKE
- APPROXIMATE INSULATION THICKNESS
- ROOF SLOPE LINE
- GUARDRAIL FOR FALL PROTECTION
- WALKPAD
- ROOF SLOPE DIRECTION

NOTES:

1. INSTALL NEW CURBING FOR ALL HVAC EQUIPMENT. NEW CURBS MUST BE MINIMUM 12" ABOVE NEW ROOFING. INSTALL NEW CRICKETS TO ENSURE PROPER DRAINAGE AT ALL ROOF CURBS.
2. ADJUST ELEVATION OF ROOF EDGES TO MATCH THE MAXIMUM INSULATION THICKNESS AT EACH ROOF DECK ELEVATION TO PROVIDE A LEVEL ROOF PERIMETER.
3. ROOF SLOPE TO BE 1/8" PER FOOT MINIMUM UNLESS NOTED OTHERWISE.



HOOVER KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

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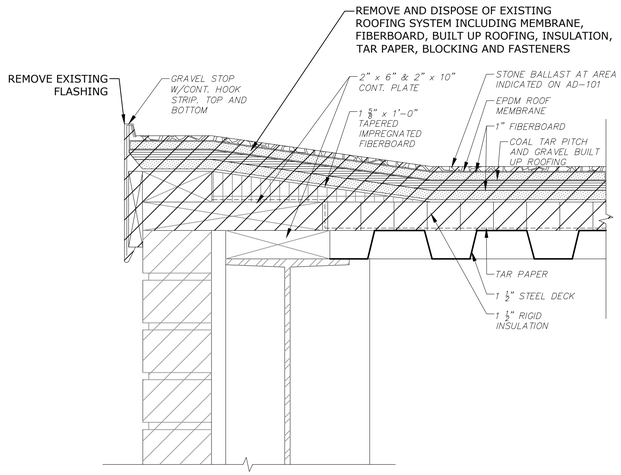
ROOF PLAN

SCALE: AS SHOWN

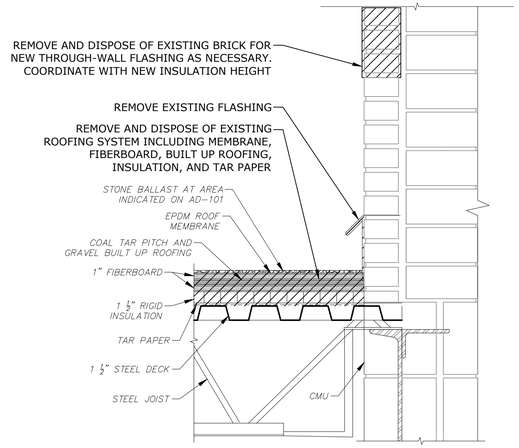
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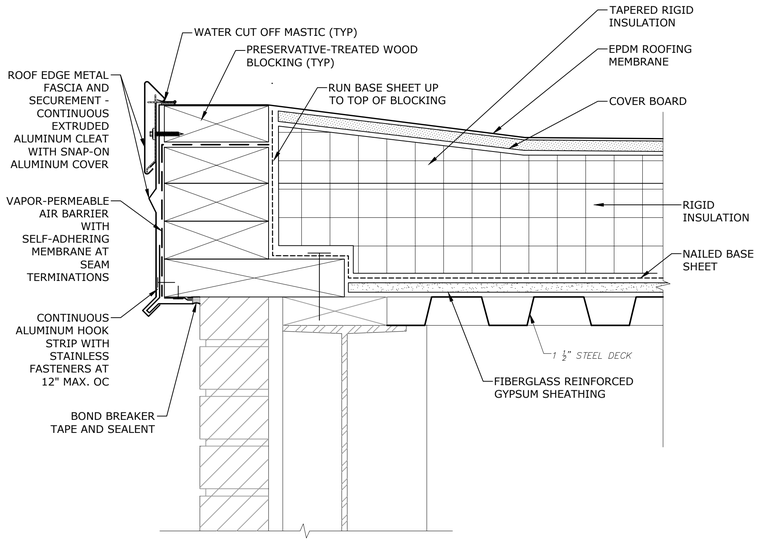
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EXISTING



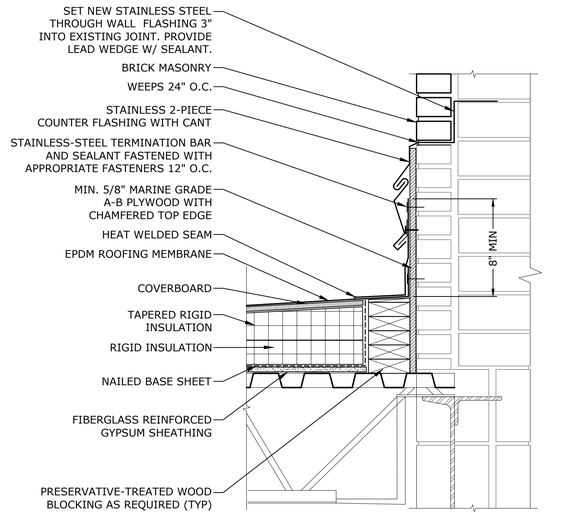
EXISTING



PROPOSED

ROOF EDGE DETAIL — 1 / -

3"=1'-0"



PROPOSED

ROOF TO WALL DETAIL — 2 / -

1-1/2" = 1'-0"

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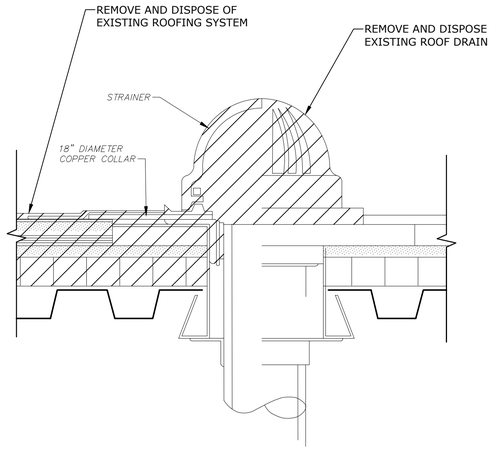
ROOF DETAILS - 1

SCALE: AS SHOWN

A-501

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: 06/27/2022 1:39pm By: ABS
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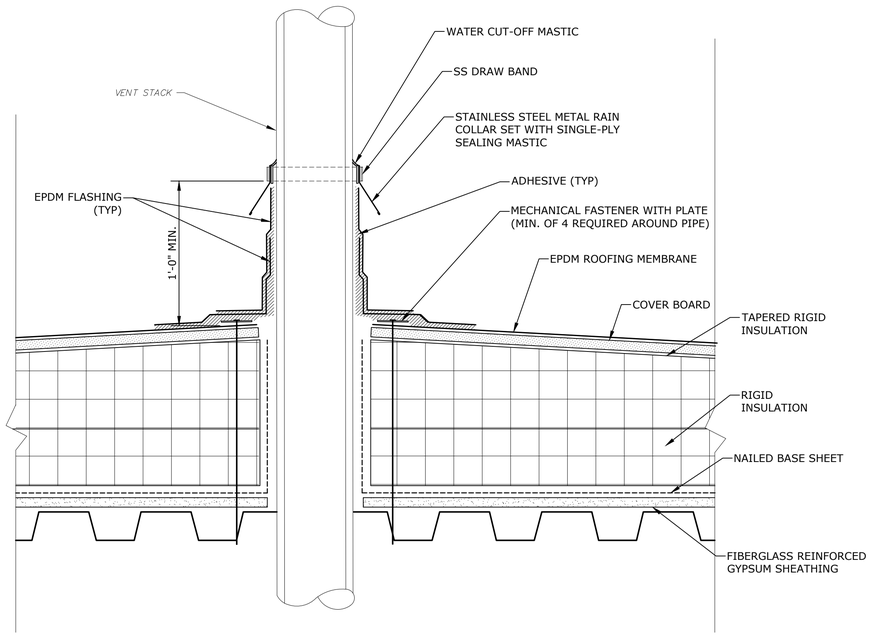
EXISTING

NOTES

1. SUMP MAY BE FIELD-FABRICATED FROM ½":12" TAPERED INSULATION OR PROVIDED AS A PREFABRICATED UNIT.

PROPOSED

ROOF DRAIN DETAIL 1 / -
3"=1'-0"



VENT STACK DETAIL 2 / -
3"=1'-0"

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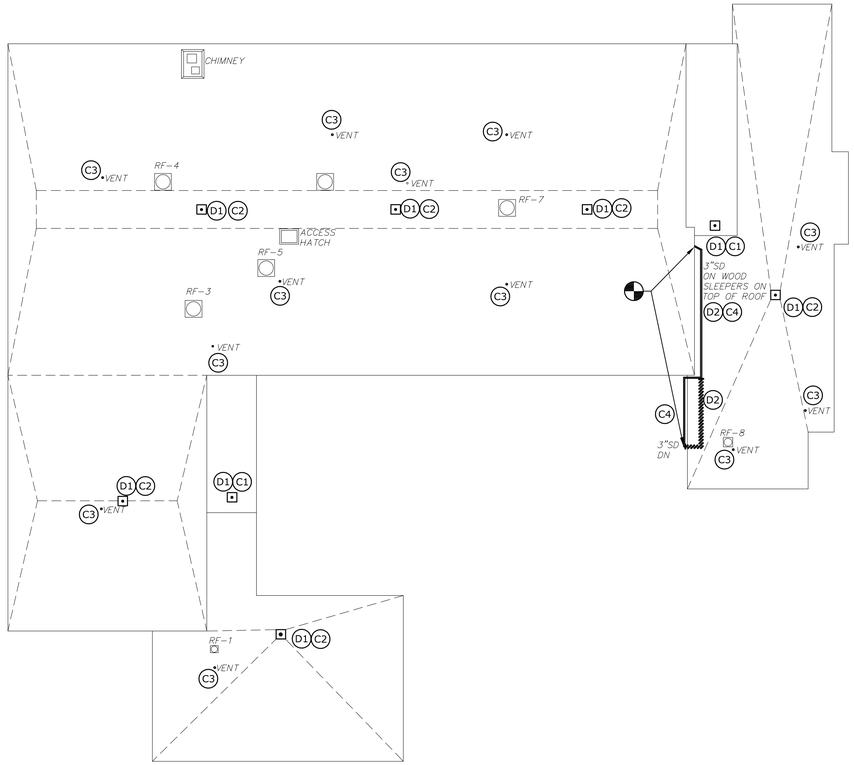
ROOF DETAILS - 2

SCALE: AS SHOWN

A-502

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Oct 13, 2022 1:43pm By: ABS
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N

LEGEND

- ACCESS HATCH
- ROOF DRAIN
- VENT PIPE PENETRATION
- CONNECT TO EXISTING

DEMOLITION KEY NOTES

(D1) REMOVE EXISTING ROOF DRAINS. CUT AND CAP EXISTING DRAIN PIPING AWAY FROM DRAIN BODY WITHIN BUILDING. PREPARE FOR FUTURE CONNECTION. COORDINATE EXTENT OF DEMOLITION W/ ROOFING CONTRACTOR TO CONFIRM ADEQUATE CLEARANCE FOR NEW ROOFING INSTALLATION IS PROVIDED.

(D2) DEMOLISH RAIN LEADER AND SLEEPERS BACK TO WALL PENETRATION. DEMOLISH RAIN LEADER TOWARD GROUND AS REQUIRED TO CLEAR ROOF.

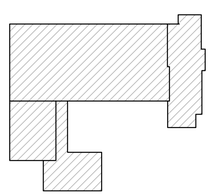
CONSTRUCTION KEY NOTES:

(C1) NEW ROOF DRAIN. PROVIDE NEW PIPING FROM DRAIN AND CONNECT TO EXISTING PIPING. INSULATE RD SUMP AND NEW SECTION OF STORM DRAIN PIPING WITH 1-INCH FIBERGLASS INSULATION WITH ASJ. INSULATION THERMAL CONDUCTIVITY TO BE 0.21-0.27 BTU-IN/(h-ft^2-°F). ROOF DRAIN OUTLET SIZE AND PIPE SIZE TO MATCH EXISTING. COORDINATE INSTALLATION WITH ROOFING CONTRACTOR.

(C2) NEW ROOF DRAIN. DRAIN TO MATCH OUTLET SIZE OF 4". CONNECT NEW PIPE TO EXISTING STORM DRAINAGE SYSTEM WITHIN THE BUILDING. INSULATE RD SUMP AND NEW SECTION OF STORM DRAIN PIPING WITH 1-INCH FIBERGLASS INSULATION WITH ASJ. INSULATION THERMAL CONDUCTIVITY TO BE 0.21-0.27 BTU-IN/(h-ft^2-°F). VERIFY TIE-IN LOCATION IN FIELD. COORDINATE WITH ROOFING CONTRACTOR AND G.C.

(C3) CONFIRM VENT SIZE IN FIELD. EXTEND VENT PIPE WITH SAME SIZE TO TERMINATE 24" ABOVE NEW ROOF.

(C4) PROVIDE NEW CI RAIN LEADER. CONNECT AT WALL PENETRATION, INSTALL WITH 1% PITCH ALONG NEW ROUTING SHOWN, ROUTE ABOVE DOOR TOWARD UNDERGROUND LEADER.



HOOVER KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

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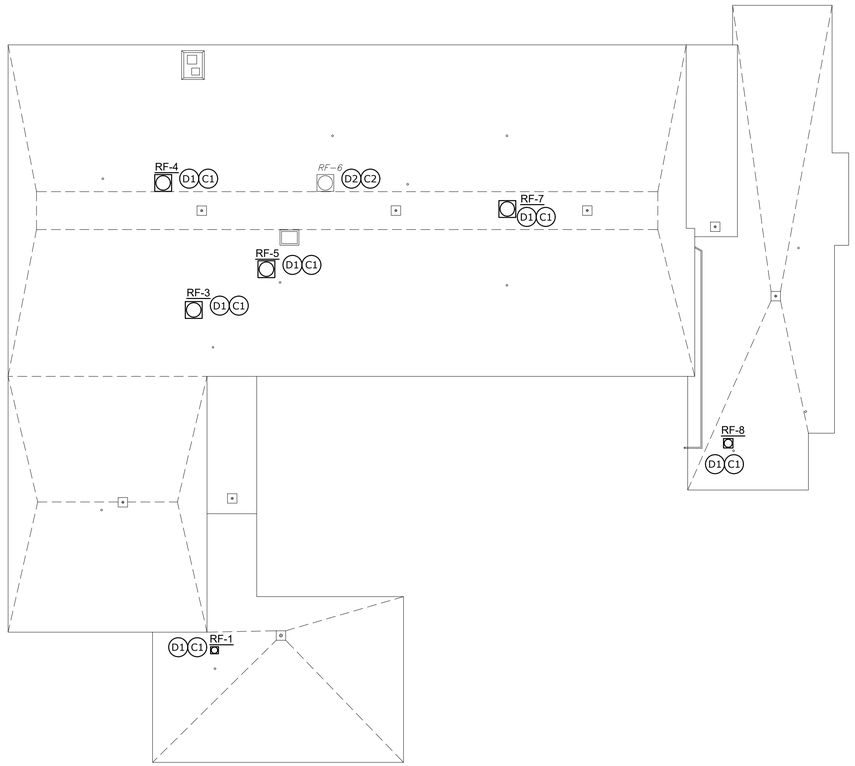
PLUMBING ROOF PLAN

SCALE: AS SHOWN

P-101

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/23/2022
Plotted: Jun 23, 2022 - 9:45pm By: AMeda
Tighe & Bond: J:\M\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - P-101.dwg



GENERAL NOTES

1. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH OTHER TRADES.
2. THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND WORK INCLUDED IN THE CONTRACT.
3. INSTALL EQUIPMENT AND SUPPORTS IN ACCORDANCE WITH ALL RELEVANT BUILDING CODES.
4. FIELD VERIFY QUANTITY OF MECHANICAL EQUIPMENT, AND SUPPORTS TO BE REMOVED.
5. PERFORM PRE-BALANCE TESTING OF ALL EXHAUST FANS PRIOR TO UNIT REMOVAL, RECORD AIRFLOWS FOR FINAL BALANCING EFFORTS. PROVIDE REPORT TO ENGINEER.
6. PROVIDE TEMPORARY CAPS FOR ALL DUCTWORK. NO DUCTWORK SHALL REMAIN OPEN AT ANY TIME.
7. DURING DEMOLITION, CONTROL WIRING IS TO BE DISCONNECTED AND PROTECTED FOR FUTURE USES/RECONNECTION.
8. PROVIDE NEW HVAC EQUIPMENT PER SCHEDULES. PROVIDE REQUIRED DUCTWORK TRANSITIONS FROM EXISTING DUCTWORK TO NEW FANS AS REQUIRED.
9. ALL MATERIALS, METHODS AND EQUIPMENT INSTALLED MUST BE IN COMPLIANCE WITH PROJECT SPECIFICATIONS AND APPLICABLE CODES.

GENERAL DEMOLITION NOTES

1. IT IS NOT THE INTENT OF THESE DOCUMENTS TO SHOW EVERY DEVICE, APPURTENANCE, PIPE, WIRE, OR CONDUIT TO BE REMOVED. HVAC EQUIPMENT, UNITS, AND SYSTEMS NOT BEING REUSED SHALL BE REMOVED IN THEIR ENTIRETY INCLUDING ASSOCIATED SUPPORTS.
2. PROPERLY DISPOSE OF DEMOLISHED EQUIPMENT IN COMPLIANCE WITH CODES, REGULATIONS, AND DEP STANDARDS. INVENTORY, SALVAGE AND TURN OVER OR DISPOSE OF EQUIPMENT AT DIRECTION OF OWNER.
3. ALL EXISTING SYSTEMS SHALL BE MADE FULLY OPERATIONAL, INCLUDING RECONNECTION TO SERVICES AND DUCTWORK.
4. EXISTING EQUIPMENT TO BE REMOVED AND RE-INSTALLED SHALL BE FIELD VERIFIED FOR QUANTITY AND CONDITION. KEEP AN ACCURATE RECORD OF STORED EQUIPMENT INCLUDING CONDITION.
5. SYSTEMS REQUIRED TO REMAIN IN OPERATION DURING DEMOLITION SHALL BE CAREFULLY PROTECTED FROM DAMAGE AND CONTAMINATION BY THE CONSTRUCTION PROCESS.

DRAWING DEMOLITION NOTES:

(D1) DISCONNECT, AND DEMOLISH EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. MEASURE AIRFLOW OF EXISTING FAN PRIOR TO UNIT REMOVAL.

(D2) DISCONNECT, REMOVE, AND STORE EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. EXISTING CURB TO REMAIN.

DRAWING CONSTRUCTION NOTES:

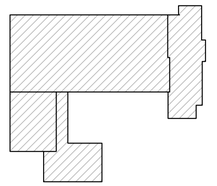
(C1) INSTALL NEW EXHAUST FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FANS TO EXISTING CONTROLS AND BALANCE SYSTEMS TO MATCH SCHEDULED OR EXISTING AIRFLOWS. IF SCHEDULED AND EXISTING AIRFLOWS DIFFER, COORDINATE BALANCING VALUES WITH ENGINEER.

(C2) RE-INSTALL REMOVED FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FAN TO EXISTING CONTROLS AND BALANCE SYSTEMS TO MATCH SCHEDULED OR EXISTING AIRFLOWS.

FAN SCHEDULE

UNIT NO.	LOCATION	SERVING	MANUFACTURER	TYPE	MODEL	CFM	ESP (IN W.C.)	RPM	BHP [W]	MHP	SPEED CONTROL	ELECTRICAL			REMARKS
												VOLTS	PH	FLA	
RF-1	ROOF	KINDERGARTEN	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	101C17DEC	620	¼	1312	[60]	¼	EC	115	1	0.5	[1][2][3][4][5][6]
FAN 2	*KITCHEN*	*KITCHEN*		*INLINE FAN*	*B-12*	*700*	*¼*	*1140*	–	*¼*	–	*208*	*1*	–	*[9]*
RF-3	ROOF	2ND FLOOR CLASSROOMS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	165C17D(VF)	2000	⅜	892	0.25	½	EC	115	1	4.1	[1][2][3][4][5][6]
RF-4	ROOF	ALL PURPOSE ROOM	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	210C17D(VF)	2500	⅜	597	0.28	½	EC	115	1	4.3	[1][2][3][4][5][6]
RF-5	ROOF	1SR AND 2ND FLOOR TOILETS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	150C17D(VF)	1500	⅜	921	0.17	¼	EC	115	1	3.2	[1][2][3][4][5][6]
RF-6	*ROOF*	*1ST FLOOR CLASSROOMS*	*USA VENTILATION SYSTEMS LLC*	*DOWNBLAST CENTRIFUGAL, BELT DRIVEN FAN W BDD AND DS*	*DB24RH3S*	*3640*	*½*	*610*	–	*¾*	–	*208*	*3*	–	[7][8]
RF-7	ROOF	2ND FLOOR CLASSROOMS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	165C17D(VF)	2000	⅜	892	0.25	½	EC	115	1	4.1	[1][2][3][4][5][6]
RF-8	ROOF	TEACHERS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	LCRF-100	375	¼	1256	0.05	⅛	EC	115	1	1.9	[1][2][3][4][5][6]

SCHEDULE NOTES:
[1] DEMOLISH AND REPLACE.
[2] FURNISH NEW ROOF CURBS (INSTALLED BY GC) WITH NEW FANS. CONFIRM ROOF OPENING, PROVIDE TRANSITION CURBS AS REQUIRED. CURB EDGE MINIMUM 12" ABOVE NEW ROOFING.
[3] PROVIDE ELECTRONICALLY COMMUTATED MOTORS (ECMS) AND MOTOR MOUNTED SPEED CONTROLS FOR BALANCING.
[4] PROVIDE FACTORY MOUNTED NEMA 3 DISCONNECT SWITCH.
[5] PROVIDE HINGED CURB BASE.
[6] PROVIDE WITH BAROMETRIC BACKDRAFT DAMPERS.
[7] REMOVE, RETAIN, AND RE-INSTALL.
[8] REUSE EXISTING CURB AND BLOCKING FOR RETAINED FAN. CURB EDGE MUST BE MINIMUM 12" ABOVE NEW ROOFING, PROVIDE CURB ADAPTER AND/OR CURB EXTENSION AS REQUIRED.
[9] EXISTING, NOT IN SCOPE.



HOOVER KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

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CHECKED:	MPW
APPROVED:	FJH, JPV

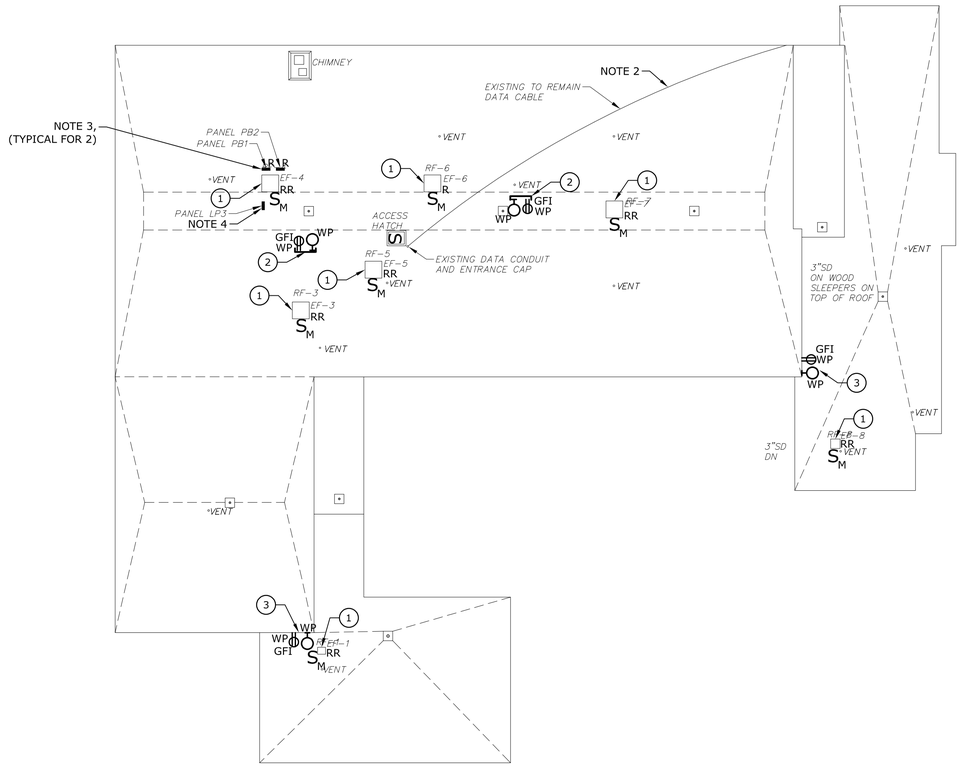
HVAC ROOF PLAN

SCALE: AS SHOWN

H-101

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Plotted: Oct 31, 2022 - 1:30pm By: ABS
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ELECTRICAL ROOF PLAN
1/16" = 1'0"

DEMOLITION LEGEND

"RR" EXISTING DEVICE TO BE REMOVED. EXISTING BRANCH CIRCUIT, WIRING AND CONDUIT SHALL BE UTILIZED FOR NEW EQUIPMENT IN EXACT LOCATION. MODIFY AND EXTEND WIRE AND CONDUIT AS REQUIRED. SEE GENERAL DEMO NOTES FOR ADDITIONAL INFORMATION.

"R" EXISTING DEVICE TO REMAIN ACTIVE AS-IS. SEE GENERAL DEMO NOTES FOR ADDITIONAL INFORMATION.

RECEPTACLES

MOUNTED AT 18" AFF UNLESS OTHERWISE NOTED.
NUMBERS/LETTERS SHOWN BESIDE RECEPTACLES SHALL INDICATED THE FOLLOWING:
"GFI" INDICATES INTEGRAL GROUND FAULT INTERRUPTER.
"2" (NUMBER OR PANELBOARD NAME AND NUMBER) INDICATES POWER CIRCUIT NUMBER.

DUPLEX RECEPTACLE.

POWER DISTRIBUTION EQUIPMENT

PANELBOARD, SURFACE MOUNTED

S M LOCKABLE MOTOR RATED TOGGLE SWITCH.
NUMBER OF POLES AS REQUIRED BY LOAD.

GENERAL NOTES

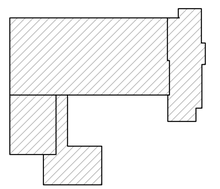
1. DISCONNECT AND MAKE SAFE THE EXISTING MECHANICAL EQUIPMENT FOR REMOVAL BY HVAC CONTRACTOR. THE EXISTING FEEDER SHALL BE DE-ENERGIZED AND LOCKED OUT FOR THE DURATION OF THE NEW ROOF WORK. RECONNECT EXISTING FEEDER TO EXISTING AND NEW MECHANICAL EQUIPMENT UPON THE RE-INSTALLATION BY HVAC CONTRACTOR. MODIFY AND EXTEND CONDUIT AND WIRE AS REQUIRED.
2. ALL CONDUIT AND CABLE RUNS ACROSS ROOF SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF ROOF (IF REMOVAL IS NOT ACCEPTABLE SECURE AND MAKE SAFE) UNLESS CONDUITS AND WIRE HAVE BEEN ABANDONED IN WHICH CASE THEY SHALL BE REMOVED PERMANENTLY. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CIRCUITING TO ROOF TOP EQUIPMENT.
3. PANELBOARDS SHOWN ARE LOCATED ON FIRST FLOOR.
4. PANELBOARD SHOWN ARE LOCATED ON SECOND FLOOR.
5. BOLD TEXT AND LINES INDICATE PROPOSED WORK, LIGHT TEXT AND LINES INDICATE APPROXIMATE EXISTING CONDITIONS.
6. PROVIDE TEMPORARY POWER AND EQUIPMENT AS REQUIRED TO KEEP SYSTEMS OPERATIONAL, SEE 23 09 93 FOR SEQUENCING AND SCHEDULING.
7. THE LOCATIONS OF EXISTING UTILITIES AND EQUIPMENT ARE APPROXIMATE. DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES AND STRUCTURES BEFORE COMMENCING WORK. BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES AND STRUCTURES.
8. PREVENT DUST FROM BECOMING A NUISANCE OR HAZARD. CONTROL DUST DURING AND AFTER CONSTRUCTION.

GENERAL DEMOLITION NOTES

1. DEMOLITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DISCONNECT AND MAKE SAFE BRANCH CIRCUITS, FEEDERS, AS REQUIRED TO ACCOMPLISH THE NEW WORK AS SHOWN OR REASONABLY IMPLIED. THE CONTRACTOR SHALL REFER TO MECHANICAL DRAWINGS OF THIS SET TO DETERMINE THE EXTENT OF THE DEMOLITION WORK REQUIRED.
2. BRANCH CIRCUITS SERVING EXISTING DEVICES TO REMAIN AND EXISTING DEVICES TO BE REMOVED SHALL BE MAINTAINED AND RECONNECTED AS REQUIRED AFTER REMOVAL OF THE EXISTING DEVICES, AS NECESSARY TO ACCOMMODATE THE ALTERATIONS.
3. COORDINATE WITH THE ENGINEER, GENERAL, AND MECHANICAL CONTRACTORS FOR EXISTING EQUIPMENT TO BE DISCONNECTED AND REINSTALLED.
4. THE CONTRACTOR SHALL REMOVE ALL WIRING/CABLING NO LONGER IN USE FROM EXISTING CONDUITS. CONDUITS NO LONGER IN USE SHALL BE CUT BACK AS REQUIRED AND CAPPED.
5. REFER TO SPECIFICATIONS FOR ADDITIONAL DEMOLITION CRITERIA.
6. CONTRACTOR SHALL ASSUME MATERIALS TO BE DEMOLISHED ARE POSITIVE FOR HAZARDOUS MATERIALS AND DISPOSE OF AS NECESSARY IN ACCORDANCE WITH APPLICABLE REGULATIONS. REFER TO SPECIFICATIONS FOR MORE DETAILS.
7. OWNER RETAINS RIGHT OF FIRST REFUSAL FOR ALL ITEMS TO BE REMOVED OR DEMOLISHED. CONTRACTOR SHALL TAKE REASONABLE CARE TO AVOID DAMAGE TO ITEMS TO BE RETAINED BY OWNER. NO ADDITIONAL CHARGE WILL BE ALLOWED FOR REMOVAL OF SALVAGEABLE ITEMS.
8. PROPERLY DISPOSE OF DEMOLISHED EQUIPMENT IN COMPLIANCE WITH CODES, REGULATIONS, AND DEEP STANDARDS.

ELECTRICAL KEY NOTES

1. DISCONNECT EXISTING EQUIPMENT. SECURE CONDUCTORS AND MAKE SAFE FOR ROOF INSTALLATION. LOCK OUT TAG OUT CIRCUIT AT LOCAL OVERCURRENT PROTECTION DEVICE. RECONNECT TO REINSTALLED OR NEW EQUIPMENT. SEE GENERAL NOTE 1. REFER TO HVAC DRAWINGS FOR DETAILS.
2. ROOF TOP WEATHERPROOF GFI RECEPTACLES AND LIGHTS SHALL BE MOUNTED ON ¾" RIGID CONDUIT 18"AFF. LUMINAIRE SHALL BE MOUNTED 6'AFF.
3. ROOF TOP WEATHERPROOF GFI RECEPTACLES, SWITCH AND LIGHTS SHALL BE MOUNTED TO EXTERIOR WALL. GFI SHALL BE MOUNTED 18"AFF, LUMINAIRE SHALL BE MOUNTED 6'AFF.



HOOVER KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Hoover Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HOOVER - E-101.dwg
DRAWN BY:	AH
CHECKED:	MPW
APPROVED:	FJH, JPV

ELECTRICAL ROOF PLAN

SCALE: AS SHOWN

E-101

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/16/2022
Plotted: Jun 23, 2022 - 9:59am By: AMeda
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MSBA Accelerated Repair Program
Horace Mann Elementary School
Hoover Elementary School
Roof Replacement project
Melrose, MA

Schematic Design Estimate
June 27, 2022

Tighe & Bond

ELLANA Construction Cost Consultants

198 North Washington St, #109, Boston MA 02114

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ELLANA Construction Cost Consultants

MSBA Accelerated Repair Program
Roof Replacement project
Melrose, MA
Schematic Design Estimate
BASIS OF ESTIMATE

6/27/2022

Roof Replacement project

DOCUMENTATION

This estimate was prepared from the following information:

Schematic Design Drawings provided by Tighe & Bond design team, dated June 20, 2022

BASIS FOR PRICING

This estimate reflects the current construction value for the construction of this project and should not be construed as a prediction of a low bid. Prices are based on local prevailing wage construction costs at the time the estimate was prepared.

PROJECT OUTLINE

The project consists of roof replacement at Horace Mann Elementary School and Hoover Elementary School in Melrose, MA.

QUALIFICATIONS

Owner costs and fees are excluded

ITEMS NOT CONSIDERED IN THIS ESTIMATE

Items not included in this estimate are:

- Overtime outside industry standard
- Work outside normal hours of operation
- Preconstruction fees
- Utility Company Charges or Hook-up fees have been excluded
- No permits or special fees have been included
- Third party commissioning costs.
- Owner supplied and/or installed items (e.g.. Draperies, furniture and equipment)
- Loose Furniture and Equipment
- Owner Supplied and Installed Furniture, Fixtures and Equipment
- Relocation / move costs
- Air Quality monitoring / Vibration monitoring
- Loose technology equipment (i.e. Computers, Printers, Etc.)
- The estimate assumes all long-lead items can be pre-purchased to meet schedule requirements.
- The estimate is based on the premise that the design will meet all codes, laws, ordinances, rules, and regulations in effect at the time that the estimate was prepared. The estimate shall be adjusted should any discrepancies between design and the aforementioned codes, laws or ordinances result in, or require, an increase in the Cost 'of the Work
- Items identified in the design as Not In Contract (NIC)
- Builder's Risk insurance, terrorist insurance and other Owner insurances

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ELLANA Construction Cost Consultants

Roof Replacement project

June 27, 2022

Hoover Elementary School

Melrose, MA

Schematic Design Estimate

17,714 GSF

			Cost / SF	
02	Existing Conditions		340,899	19.24	25.5%
04	Masonry		16,200	0.91	1.2%
05	Metals		157,086	8.87	11.7%
06	Wood, Plastics, and Composites		28,464	1.61	2.1%
07	Thermal & Moisture Protection		654,165	36.93	48.9%
22	Plumbing		32,685	1.85	2.4%
23	HVAC		63,526	3.59	4.8%
26	Electrical		44,124	2.49	3.3%
TOTAL DIRECT COST			**1,337,148**	**75.49**	**100%**
Design Contingency		15.00%	200,572	11.32	
General Conditions and General Requirements		11.50%	176,838	9.98	
Permits and fees		excluded	-	-	
Contractor's OH&P		5.00%	76,886	4.34	
Escalation (midpoint 2Q 2023)		5.00%	89,572	5.06	
Construction Contingency		excluded	-	-	
TOTAL ESTIMATED CONSTRUCTION COST			**1,881,016**	**106.19**	

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ELLANA Construction Cost Consultants

Roof Replacement project
Melrose, MA
Schematic Design Estimate

6/27/2022

Hoover Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
1	**02**	**Existing Conditions**						
2	024100	*Selective Demolition*						
3		*Roof Demolition*						
4		Remove and disposed of existing roof - see Hazardous Materials Assessment	17,714	sf		Included		
5		Premium remove original tar & gravel roof system	13,450	sf	4.50	60,525		
6		Roof drain remove	7	ea		with plumbing		
7		Remove and dispose of access hatch	1	ea	450.00	450		
8		Existing insulation thickness test cut	4	ea	150.00	600		
9		Remove and dispose of all exiting exhaust fence curb and flashing	104	lf	18.00	1,872		
10		Remove and dispose of chimney flashing	24	lf	6.50	156		
11		Remove and dispose of vent flashing	10	ea	40.00	400		
12		Cutting and patching	1	ls	3,500.00	3,500		
13		Dispose, cart away	1	ls	4,400.00	4,400		
14		Temporary roof protection	17,714	sf	1.20	21,257		
15		Dust control	1	ls	6,200.00	6,200		
16		Allowance for overhead protection building entrance below.	120	sf	20.00	2,400		
17								
18	026000	*Hazardous Materials Assessment*						
19		ACM & PCB Abatement of roof	17,714	sf	13.50	239,139		
20								
21		**Subtotal: Existing Conditions**					**$ 340,899**	
22								
23	**04**	**Masonry**						
24	041000	*Masonry Units*						
25		Masonry work associated with installing thru-wall flashing	216	lf	75.00	16,200		
26								
27		**Subtotal: Masonry**					**$ 16,200**	
28								
29	**05**	**Metals**						
30	051000	*Structural Steel Framing*						
31		Structural improvements	1	ls	150,000.00	150,000		
32	053000	*Metal Decking*						
33		Roof deck replacement at Roof B1 damaged areas, assumed 5% of roof area	886	sf	8.00	7,086		
34								
35		**Subtotal: Metals**					**$ 157,086**	
36								
37	**06**	**Wood, Plastics, and Composites**						
38	061600	*Rough Carpentry*						
39		Install new curbing for all HAVC equipment 12" above new roof	94	lf	48.00	4,512		
40		New 3x Pressure treated blocking at roof edge	998	lf	24.00	23,952		
41								
42		**Subtotal: Wood, Plastics, and Composites**					**$ 28,464**	
43								

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ELLANA Construction Cost Consultants

Roof Replacement project
Melrose, MA
Schematic Design Estimate

6/27/2022

Hoover Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
44	**07**	**Thermal & Moisture Protection**						
45	075000	*Membrane Roofing*						
46		*New Construction*						
47		90 mil EDPM roofing system; 30 year warranty	17,714	sf	30.00	531,420		
48		Tapered crickets	4	ea	80.00	320		
49		New walkway pad, assumed 10% of roof area	1,771	sf	6.50	11,514		
50								
51	076500	*Flashing and Sheet Metal*						
52		Roof edge metal fascia and securement, continuous extruded aluminum cleat, continuous aluminum hook strip with stainless fasteners	998	lf	49.00	48,902		
53		Snap-on aluminum cover	998	lf	38.00	37,924		
54		New flashing at HAVC equipment curbing	94	lf	14.00	1,316		
55		Stainless steel chimney flashing	20	lf	32.00	640		
56		Access hatch flashing	16	lf	18.00	288		
57		Vents pipe flashing	12	ea	85.00	1,020		
58		Roof drain flashing	8	ea	350.00	2,800		
59		Wall and roof flashing	216	lf	18.00	3,888		
60		Misc. roof flashing	1	al	2,000.00	2,000		
61								
62	077100	*Roof Specialties*						
63		Access hatch	1	ea	4,250.00	4,250		
64								
65	079100	*Joint Sealants*						
66		Exterior caulking and sealants at all roof penetrations	17,714	sf	0.45	7,883		
67								
68		**Subtotal: Thermal & Moisture Protection**					**$ 654,165**	
69								
70	**22**	**Plumbing**						
71		Demolition						
72		Roof drains	8	ea	332.10	2,657		
73		New						
74		Sanitary vent system						
75		Extend vent piping to 24"	12	ea	570.00	6,840		
76								
77		Roof drainage system						
78		Roof drain including new piping/insulation and tie-in to existing, Allowance	8	ea	1,648.50	13,188		Assume 4" drains
79								
80		Materials supply and bidding/market conditions allowance	1	ls	5,000.00	5,000		
81		Supervision/PM	1	ls	5,000.00	5,000		
82								
83								
84		**Subtotal: Plumbing**					**$ 32,685**	
85								

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ELLANA Construction Cost Consultants

Roof Replacement project
Melrose, MA
Schematic Design Estimate

6/27/2022

Hoover Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
86	**23**	**HVAC**						
87		Demolition						
88		Disconnect mechanical piping and ductwork from units and remove and store units for reinstallation, Allowance	15	ea	934.00	14,010		
89		Remove obsolete equipment, Allowance	1	ls	4,000.00	4,000		Quantity/type not indicated
90								
91		New						
92		Re-set units and extend mechanical piping and ductwork	15	ea	1,401.04	21,016		
93								
94		Miscellaneous to include seismic controls and testing/start-up	1	ls	3,500.00	3,500		
95		Materials supply and bidding/market conditions allowance	1	ls	15,000.00	15,000		
96								
97		Supervision/PM	1	ls	6,000.00	6,000		
98								
99		**Subtotal: HVAC**					**$ 63,526**	
100	**26**	**Electrical**						
101		Demolition						
102		Antenna, to be reinstalled	3	ea	300.00	900		
103		Conduit/wire, lighting	364	lf	11.64	4,237		
104		Electrical fixture, disconnect only, Allowance	11	ea	200.00	2,200		Fixture' description not provided
105								
106		New						
107		Lighting system						
108		Conduit/wire	364	lf	25.24	9,187		
109								
110		Miscellaneous						
111		Antenna, install previously removed	3	ea	450.00	1,350		
112		Electrical fixture, reconnect, Allowance	11	ea	250.00	2,750		
113								
114		Miscellaneous to include seismic controls and testing/start-up	1	ls	500.00	500		
115		Materials supply, small job premium and bidding/market conditions allowance	1	ls	20,000.00	20,000		
116								
117		Supervision/PM	1	ls	3,000.00	3,000		
118								
119		**Subtotal: Electrical**					**$ 44,124**	
120								

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HERBERT CLARK HOOVER ELEMENTARY SCHOOL
MELROSE, MA
PRE-RENOVATION HBMA SERVICES

TO: Denise M. Gaffey – Directory and City Planner – City of Melrose

FROM: Frank Rodrigues – Tighe & Bond

COPY: Matthew Wzorek – Tighe & Bond

DATE: June 8, 2022

Tighe & Bond Inc., (Tighe & Bond) has prepared the following technical memorandum to summarize the Hazardous Building Material Assessment (HBMA) conducted at the Herbert Clark Hoover Elementary School. (the "Site"). A facility improvement project, which includes full replacement of the existing roof is currently proposed for the school building. The current roof systems consists of a rubber membrane roof system over a tar and gravel/built up roof applied onto a metal roof deck. The HBMA was limited to the roof area being proposed for renovation impact and did not include the roof of the modular classroom section of the school. As required by state and federal regulations, characterization of various waste streams generated during construction projects must be completed to ensure their proper management.

The Assessment included a visual observation and bulk sampling of suspect hazardous building materials (asbestos, painted/coated building materials), and a visual inventory of other hazardous/regulated wastes (i.e., mercury-containing equipment, refrigerants, PCB-containing equipment, etc.). The HBMA was performed to support the proposed facility improvement project and to address/prepare budgets for management of environmentally related building materials.

Tighe & Bond's assessment and report are subject to the HBMA Limitations provided as Appendix A. The Assessment was performed on May 20, 2022, by Tighe & Bond's Massachusetts licensed asbestos inspector, Francisco J. Rodrigues, (#AI040131). Mr. Rodrigues' inspector license and certification are included as Appendix B of this report.

1 Hazardous Building Materials Assessment

1.1 Asbestos-Containing Building Materials

Prior to any type of building renovation or demolition, a thorough investigation is required to identify and quantify asbestos containing materials (ACM) which may be impacted by the demolition or renovation activities. The survey is required by the United States Environmental Protection Agency (EPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulations (Title 40 CFR, Part 61, Subpart M); Massachusetts Department of Environmental Protection (MassDEP) regulations (310 CMR 7.15); Massachusetts Department of Labor Standards (MADLS) regulations, (454 CMR 28.00); as well as applicable portions of the Occupational Safety and Health Administration (OSHA) asbestos in construction regulations (CFR 1926.1101).

The asbestos assessment was limited to accessible areas of the roof and roof top equipment to determine the presence or absence of suspect ACM that have potential for disturbance

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during the proposed renovation activities and would be subject to abatement prior to roof replacement.

Suspect materials were divided into "homogeneous materials", building materials which were determined by the inspector to be homogeneous based on their color, texture, and age. A number of bulk samples of suspect ACM from each homogenous group of materials were collected in general accordance with standards described in the Environmental Protection Agency (EPA) Asbestos Hazard and Emergency Response Act (AHERA) Regulations for schools. AHERA sampling protocols are only recommended for use by MassDEP and EPA as they do not regulate bulk sampling standards.

Bulk samples were collected and submitted to Aerobiology Laboratories Associates Inc., (Aerobiology) of Woburn, Massachusetts for analysis via Polarized Light Microscopy with Dispersion Staining (PLM/DS) in accordance with the EPA/600/R-93/116 Method. ProScience is a Massachusetts licensed and American Industrial Hygiene Association (AIHA)-accredited asbestos laboratory.

Suspect materials identified and sampled are included as inventory tables in Appendix C. The tables describes material locations, sample numbers, quantities, condition, analytical results, and specific comments relative to our findings. The asbestos laboratory report is included in Appendix D.

The MassDEP defines a material that contains greater than or equal to one percent (≥1%) asbestos utilizing PLM/DS, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos. Materials containing less than one percent (<1%) asbestos are regulated to a degree by OSHA related to work practices, worker exposure, and waste containerization and in Massachusetts, materials containing <1% asbestos are considered asbestos-containing waste material (ACWM) and must be packaged and disposed of as ACWM in accordance with 310 CMR 7.15.

A total of five homogeneous areas were identified during the inspection and 14 samples of suspect ACM were collected. The tar and gravel/built up roof system located under the rubber membrane roof system was determined to contain <1% asbestos and therefore classified as an ACWM.

Samples of other suspect ACM collected during the survey, were determined to be non-asbestos containing. Refer to Appendix C for a list of each suspect material identified and sampled.

Other suspect materials encountered during any renovation activities that are not identified in this report as being non-ACM should be assumed to be ACM until sample collection and laboratory analysis indicate otherwise.

The tar and gravel/built up roof identified at the Hoover School must be managed and disposed of as an ACM.

The ACMs identified at the Hoover School should be removed by a licensed asbestos abatement contractor, utilizing trained and licensed personnel prior to renovation, demolition or any activity that has the potential to disturb these materials. Tighe & Bond recommends the creation of a project specific asbestos abatement scope of work or technical specification for the removal of ACWM. The specification must be developed by a Massachusetts licensed asbestos project designer, and it should address such important issues as regulatory requirements, notification procedures, insurance considerations, air sampling needs and other pertinent information. Abatement activities must be subject to a passing post abatement visual inspection by an asbestos monitoring firm not affiliated with the abatement contractor.

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The same firm typically collects, analyzes and reports the State required post abatement clearance air samples.

1.2 Universal Waste and Other Regulated Building Waste

Tighe & Bond performed a visual inspection of the proposed renovation areas to identify hazardous materials, universal waste materials or other regulated wastes that have the potential for disturbance during the roof replacement project. No regulated wastes were identified.

1.3 Lead Based Paint (LBP)

Paint chip sampling was performed to identify lead paint concentrations in those painted components likely subject to impact by renovations. Specifically, one sample was collected from the fascia board which is scheduled to be replaced.

The OSHA 1926.62 Lead in Construction regulations require worker protection and the use of certain work practices if painted building components with detectable levels of lead paint are disturbed during a demolition or renovation. The result of the sampling is intended to provide guidance to contractors for occupational lead exposure controls as it is the responsibility of the contractor to ensure the safety of their employees. Contingent upon renovation or demolition methods, building components coated with lead levels may cause exposures to lead above OSHA standards during proposed renovation or demolition activities.

One suspect lead paint sample was collected from the painted fascia board and was submitted to Aerobiology analysis using the SW846-7420/3051 method. A summary of the test result is presented in Appendix E. The Aerobiology laboratory report is located in Appendix F.

The result of the paint chip sampling performed by Tighe & Bond indicates the paint chip sample collected and analyzed was below the EPA regulatory threshold limit for lead based paint.

Although results were below regulatory thresholds, compliance with OSHA Lead in Construction is required for detectable levels of lead. Lead-containing painted building components should not be subjected to dust-generating activities such as sanding, grinding, sawing, etc. Also, lead-containing painted building materials should not be subject to torch cutting. An LBP determination cannot determine a safe level of lead but is intended to provide guidance for implementing industry standards for lead in paint at identified locations. With this data contractors can better determine potential exposure of workers to airborne lead by understanding the different concentrations of LBP and activities that disturb paint on representative surfaces.

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Based on the reportable levels of lead on the painted components tested and subject to waste characterization requirements of the disposal facility, the contractor may be required to conduct Toxicity Characteristic Leaching Procedure (TCLP) testing of the remaining painted waste stream prior to disposal, to determine if the results of that testing exceed the 5.0 mg/L hazardous waste threshold as governed under the Federal EPA "Resource Conservation and Recovery Act" (RCRA - 40 CFR Part 261).

Appendices:

APPENDIX A: HBMA Limitations

APPENDIX B: Inspector's Certification

APPENIDX C: Suspect Asbestos Containing Materials Inventory Table

APPENDIX D: Asbestos Laboratory Report

APPENDIX E: Summary of Lead Paint Materials Table

APPENDIX F: Lead Paint Samples Laboratory Report

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Schematic Design Submission Checklist
MSBA Accelerated Repair Program

District: Melrose Public Schools

School: Horace Mann Elementary School

Scope: Roof Replacement

Schematic Design Deliverables:

OPM	District	
☒	☒	Project Narrative: - Existing conditions analysis (hazardous materials, structural, etc.) - Explanation of proposed solution - Designer statement that the proposed solution meets the Massachusetts Stretch Energy Code and/or the International Energy Conservation Code
☒	☒	Code Analysis
☒	☒	Schematic Design Drawings
☒	☒	Cost Estimate (CSI Format) - Include all Proposed Alternates
☒	☒	Form 3011 – Total Project Budget
☒	☒	Project Cash Flow (cumulative line chart illustrating Total Project Budget)
☒	☒	Project Schedule (Gantt Chart)
☒	☒	Accelerated Repair Program Reimbursement Rate Certification signed by the District
☒	☒	Proposed project scope and budget vote language in compliance with MSBA standard vote language

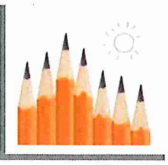
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Program Guidelines and Project Funding Agreement:

OPM	District	
☒	☒	MSBA Board of Directors authorization to execute a Project Funding Agreement is tied to the specific project scope and budget presented in the Schematic Design.
☒	☒	The portion of the Construction Contingency potentially eligible for reimbursement is set at 5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for hard costs only. The MSBA will complete one Change Order review per district in which the MSBA will review Change Orders for eligibility not validity. All ineligible costs will not be reimbursed.
☒	☒	The portion of the Owner's Contingency potentially eligible for reimbursement is set at 0.5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for soft costs only. All ineligible costs will not be reimbursed.
☒	☒	Prior to securing project funding, the district will draft proposed project scope and budget vote language in compliance with MSBA standard vote language and will provide the vote language to the MSBA for review and approval prior to taking the vote.
☒	☒	After bids have been received and actual construction costs are established, the district's potential Project Funding Agreement must be revised to reflect the actual construction costs in accordance with paragraph 2.3 of the Project Funding Agreement. If there are bid savings, the MSBA shares in the cost savings by reducing the maximum facilities grant to reflect reimbursable costs. If there is a bid overage, construction contingency is transferred to the construction budget to reflect the additional costs and is deemed ineligible. The transfer of construction contingency due to the bid overage results in a reduction to the maximum facilities grant.
☒	☒	MSBA's standardized Schedule of Values will be used by the district to ensure that all budget entries in the MSBA's ProPay system mirror the Total Project Budget Form 3011 following the PFA Bid Amendment. The MSBA will only reimburse eligible costs if they are entered to the correct cost codes in the Total Project Budget.
☒	☒	Budget Revision Requests will be submitted by the district in a timely manner to reflect changes to the Total Project Budget. After a Budget Revision Request is executed, the district will enter the Budget Revision Request into the ProPay system for approval by the MSBA.

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☒	☒	MSBA's Audit Department will review requests for reimbursement in the ProPay system of $50,000 or more. All reimbursement requests which are less than $50,000 will be returned to the district without review. All districts are encouraged to attend ProPay training conducted by the Audit Department following the execution of a Project Funding Agreement.
☒	☒	OPM monthly reporting begins when the OPM contract is executed and continues until the project receives Board of Directors approval of the final audit. Failure to submit timely and complete reports may impact district reimbursement review and payment. OPM monthly reporting supports MSBA review of reimbursement requests.

I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have fulfilled all requirements described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) by submitting the listed deliverables by the established deadline to the MSBA. I further certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have explained the Program Guidelines and Project Funding Agreement to the district.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).

Title: Project Director, Owner's Project Manager
Firm: The Vertex Companies, LLC
Date: June 27, 2022

I certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have read and understand the Program Guidelines and Project Funding Agreement. I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have reviewed the enumerated deliverables within the Schematic Design Submittal with the Owner's Project Manager and Designer. I further

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certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that the OPM has explained to me the OPM's responsibilities as described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) to submit the designer's deliverables listed above.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).

Title: Superintendent of Schools
Date: June 27, 2022

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Tighe&Bond

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A Code Analysis
B Schematic Design Drawings `
C Cost Estimate
D Form 3011 – Total Project Budget
E Project Cash Flow
F Project Schedule
G ARP Reimbursement Rate Certification and Checklist
H Proposed Project Scope and Budget Vote Language
I Hazardous Materials Assessment Report
J Roof Sampling Test Cut Report

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Section 1
Project Narrative

1.1 Introduction

The City of Melrose is currently participating in the Massachusetts School Building Authority (MSBA) Accelerated Repair Program (ARP) and has submitted a Statement of Interest for repairs at the Horace Mann Elementary School. The Vertex Companies, LLC. and Tighe & Bond Designer Services, Inc. were subsequently designated as the Owner's Project Manager (OPM) and Designer, respectively for the proposed project.

The Horace Mann Elementary School is located at 40 Damon Avenue in Melrose, MA. The school building is a two-story brick masonry building with an approximate roof area of 14,000 square feet, which was constructed in 1949 with an addition constructed in 1955. The school has undergone several renovations over time, including accessibility and interior improvements in 2017. The first floor of the school generally consists of classrooms, a library, administrative and nurse offices, storage rooms, a multipurpose room, and bathrooms. The second floor contains classrooms and bathrooms. The school currently serves approximately 270 students from kindergarten to fifth grade.

The team assembled for execution of the Herbert Clark Hoover School project includes the following members:

- Funding Agency — Massachusetts School Building Authority
- Owner — Melrose Public Schools
- OPM — The Vertex Companies, LLC
- Designer — Tighe & Bond, Inc.
- Cost Estimating — Ellana Construction Consultants.
- Hazardous Materials Assessment — Tighe & Bond, Inc.
- Code Review — Tighe & Bond, Inc.
- Structural/Construction Admin — Frawley Engineering, P.C.

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1.2 Existing Conditions

1.2.1 Roof

The existing thermoplastic polyolefin (TPO) membrane roof system does not appear to be original to the original building constructed in 1949. The addition constructed in 1955 also consists of a TPO membrane roof system. Based on documents provided by the District, the original roof on the portion of the building constructed in 1949 consisted of 5 ply coal tar pitch and gravel over 2.5" insulation on a steel roof deck. The original roof on the portion of the building constructed in 1955 consisted of a bonded membrane roof over 2.5" insulation on a steel deck. Based on recent site visits and field investigation, the entire roof area currently consists of a fully-adhered TPO membrane roofing system, with 3" rigid insulation and tar paper underlayment.

There is significant evidence of water damage inside the building from roof leaks and numerous deficiencies in the roofing membrane. The roof does not provide adequate thermal performance and drainage. Based on the site observations and investigation, the existing roofing system and majority of associated appurtenances appear to be in poor condition and are beyond their useful life.



Photo 1: Existing Roof over 1949 Building



Photo 2: Existing Roof over 1955 Addition

1.2.2 Plumbing

There are existing roof drains that are tied into the storm drainage system in the building. The drains appear to be in working order, however some are rusted and in poor condition.

Plumbing vents penetrate the roof in multiple locations to provide pressure relief for the school's sanitary piping system. The vent piping is in good condition with expected rust on the pipe interior.

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Photo 3: Existing Roof Drains

1.2.3 HVAC

There are four exhaust fans (EFs) installed on the existing roof. Most of the existing fans' nametags are unreadable, therefore the age of the fans can't be determined. The fans appear to be in good condition and should be retained.



Photo 4: Exhaust Fan on 1949 Roof



Photo 5: Equipment and Chimney on 1955 Building Addition

1.2.4 Electrical

The existing electrical items on the roof are limited to electrical connections to any HVAC equipment requiring electrical power. It is assumed that each HVAC fan has an integral or equipment-mounted disconnect.

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1.3 Recommended Solutions

1.3.1 Roof Replacement

Replacement of the existing roof system at the Horace Mann School is recommended for improving thermal performance, roof drainage, overall energy efficiency of the building, and remedying numerous roof leaks. The following items below outline the proposed scope of work for the project, including demolition. Schematic Design plans with additional detail are included in Appendix B.

Roof Demolition will include:

- Removal of the existing TPO membrane roofing system
- Removal of the existing rigid insulation and fiberboard
- Removal of the existing access hatch
- Repair of the steel roof deck as needed
- Removal and storage of existing HVAC equipment
- Removal of existing fascia, damaged curbing, blocking, and flashing

Proposed Roof Improvements will include:

- Repair of any damaged or compromised steel roof decking discovered during demolition
- Installation of a fully-adhered EPDM roofing system. The new roofing system will include, from bottom to top:
    - Fiberglass-reinforced gypsum sheathing cover board
    - Base sheet/ combination air and vapor barrier
    - New polyisocyanurate rigid insulation. The new insulation will meet MSBA Accelerated Repair Program Requirements, including the stretch energy code. Insulation thickness will provide a minimum R-value of 30. Tapered insulation will be installed to provide a positive pitch toward roof drains.
    - ½" coverboard installed over the insulation
    - Fully-adhered EPDM roofing membrane
- Installation of new curbing, flashing, blocking, metal fascia, and roof drains
- Installation of new access hatches, ladders, and protective guardrails

1.3.2 Plumbing Systems

Plumbing Demolition will include:

- Removal of all existing roof drains. Existing rain leaders within building will be cut and capped away from the drain body and prepared for reconnection.

Proposed Plumbing Improvements will include:

- Installation of new roof drains and associated piping. All new roof drains will be replaced in kind.
- Installation of 1" thick insulation on drain bodies and new drainage piping.
- Inspection of existing drainage piping, including snaking the pipes to check for clogs and jetting the pipes should there be any clogs present.

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- Extension of vent piping as required to maintain clearance above roof of 18–24".

1.3.3 HVAC Systems

HVAC Demolition will include:

- Disconnection, removal, and storage of all exhaust fans
- Removal and disposal of roof curbs on original building's roof.
- Prior to unit removal, exhaust fans will be tested and airflows recorded for final balancing efforts.
- Installation of temporary caps for all ductwork.
- Installation of temporary caps over curbs on newer building's roof.

HVAC Improvements will include:

- Installing new curbs for exhaust fans on older roof; including new transition curbs as required for fan connection to the existing roof opening.
- Repairing curbs and/or blocking with minor damage and extending existing curbs as required. Provision of adapter curbs as required for fan re-installation
- Reinstallation of retained exhaust fans
- Reconnecting and sealing units to existing ductwork.
- Reconnecting units to existing controls.
- Re-testing and balancing systems to match pre-existing airflows.

1.3.4 Electrical Systems

The proposed electrical work will include:

- Disconnecting and making safe all existing electrical devices with connections to mechanical equipment. Once the existing equipment is placed back in its permanent location after roofing, the electrical connections will be re-energized. For any equipment that has moved, the existing conduit and wires will be extended as required.

1.4 ARP Sustainability Requirements

MSBA's ARP requires use of the Stretch Energy Code (780 CMR – Appendix AA and 2015 IECC) as the basis of design for ARP projects for roof replacement. Below is a table comparison of the required code values for the relevant project items and the values for the proposed assemblies. The proposed solutions and items for the Herbert Clark Hoover School meet or exceed the ARP sustainability requirements.

Roofs	Maximum U-Value ($Btu/hr \cdot ft^2 \cdot °F$)	Minimum R-Value ($°F \cdot ft^2 \cdot hr/Btu$)
Required	0.032	30
Proposed	0.032	30

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Horace Mann School Repairs Project

Building Code Analysis

This analysis summarizes codes requirements applicable to the project scope for the Horace Mann School Repairs Project. This summary includes general code information applicable to the overall project and more specific requirements related to roof replacement activities.

Applicable codes for this project include:

- International Building Code 2015 (IBC)
- International Existing Building Code 2015 (IEBC)
- International Energy Conservation Code 2018 (IECC)
- 248 CMR 10.00 Uniform State Plumbing Code (2017)
- Commonwealth of Massachusetts State Building Code, Ninth edition 780 CMR (including amendments to the IBC, IECC and IEBC)
- Massachusetts Stretch Energy Code 780 Appendix AA
- Architectural Access Board Regulations 521 CMR (AAB)
- American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures (ASCE 7-05)
- National Electrical Code NFPA 70

Section 1 – General Code

Use and Occupancy Classification (305 IBC 2015 & 780 CMR)

- Educational (E)
    - Due to the anticipated scope of work, roof replacement, Level 1 alterations of the IEBC will be triggered. Level 1 alterations encompass the removal and replacement of materials that serve the same purpose. Any new elements must comply with the requirements for new construction.

Types of Construction (602 IBC 2015 & 780 CMR)

- Type III Construction – Construction is that type of construction in which the exterior walls are of noncombustible materials and the interior building elements are of any material permitted by this code. Fire-retardant-treated wood framing complying with Section 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

Alterations Level 1 (503 IEBC 2015 & 780 CMR)

- Removal and replacement or the covering of existing materials, elements, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

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Material and Methods (702.6 & Chapter 8 IEBC 2015 & 780 CMR)

- All new work shall comply with materials and methods requirements in the IBC, IEBC, IECC, IMC, and MSPC, as applicable that specify material standards, details of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

Section 2 – Requirements Applicable to Roof Replacement Work

Building Envelope Requirements (IECC 2015, Table C402.3)

- Roof Maximum U-Factors
  - Insulation entirely above deck – U-0.032
- Roof Minimum R-Values
  - Insulation entirely above deck – R-30ci

Massachusetts State Building Code (780 CMR Amendments)

- Dead loads on an existing roof may not increase by more than 5% due to a re-roofing project.
- If the additional dead loads exceed 5%, the structure must conform to current snow load requirements.
- Since a similar EPDM roofing system (and ballast in some locations) is being removed from the roof prior to roof replacement, the new built-up roof is not anticipated to increase the dead load on the roof by more than 5%.

Code of Federal Regulations Title 29 (29 CFR)

- Holes – each employee on walking/working surfaces shall be protected from falling through holes more than 6 feet above lower levels, by personal fall-arrest systems, covers, or guardrail systems erected around such holes.

Uniform State Plumbing Code 248 CMR 10.00

- Storm Drain leaders are sized based on roof area served. The original roof area and the addition roof area are 9900sqft and 3600sqft respectively and include three (3) 4" roof drains each. A 4" roof drain can capture storm water from 4600sqft of roof area per 248 CMR 10.0. The roof drain sizes installed suffice for the school's roof. The new roof drains will use the same outlet size as the existing ones.

Section 4 – Accessibility Requirements

Existing Building (3.3 MAAB 521 CMR)

- Requirements for an accessible entry, toilet, drinking fountain, and telephone (if pay phones are provided) will be triggered based on the estimated cost of the project. A proponent is required to provide these items if the cost of a renovation project exceeds $500,000.

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- If the work costs less than $100,000, then only the work being performed is required to comply with 521 CMR.

- Exception: Whether performed alone or in combination with each other, the following types of alterations are not subject to 521 CMR 3.3.1, unless the cost of work exceeds $500,000 or unless work is being performed on the entrance or toilet room.
    - Curb cuts
    - Alteration work which is limited solely to electrical mechanical, or plumbing systems; to abatement of hazardous materials; or retrofit of automatic sprinklers and does not involve the alteration of any elements or spaces required to be accessible under 521 CMR. Where electrical outlets and controls are altered, they must comply with 521 CMR
    - Roof repair or replacement, window repair or replacement, repointing and masonry repair work
    - Work related to septic system repairs, site utilities and landscaping.

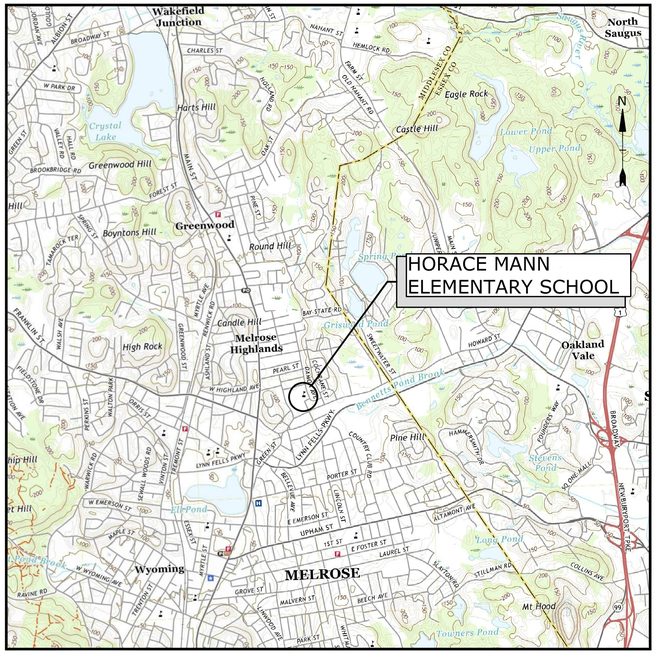
- If the cost of the project, and any additional renovations completed within 36 months of the project, exceeds 30% +of the full and fair cash value of the building, the entire building must be upgraded as required to meet 521 CMR requirements.
- The building currently complies with ADA/AAB requirements and accessibility upgrades will not be required as part of this project.

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HORACE MANN ELEMENTARY SCHOOL
MSBA ACCELERATED REPAIR PROGRAM
ROOF REPLACEMENT PROJECT
MELROSE, MASSACHUSETTS
JUNE 2022

LIST OF DRAWINGS	
	COVER
G-001	ROOF PHOTOGRAPHS
AD-101	ROOF DEMOLITION PLAN
A-101	ROOF REPLACEMENT PLAN
A-501	ROOF DETAILS - 1
A-502	ROOF DETAILS - 2
P-101	PLUMBING ROOF PLAN
H-101	HVAC ROOF PLAN
E-101	ELECTRICAL ROOF PLAN



LOCATION MAP
SCALE: 1" = 2000'

PROJECT TEAM:

OWNER
CITY OF MELROSE
562 MAIN STREET
MELROSE, MA 02176

OWNER'S PROJECT MANAGER
THE VERTEX COMPANIES, INC.
400 LIBBEY PARKWAY
WEYMOUTH, MA 02189

PREPARED BY:
Tighe&Bond

COST ESTIMATING
ELLANA, INC.
98 NORTH WASHINGTON STREET
SUITE 109
BOSTON, MA 02114

FUNDING
MASSACHUSETTS SCHOOL
BUILDING AUTHORITY
40 BROAD STREET, SUITE 500
BOSTON, MA 02109

ENGINEER
TIGHE & BOND
DESIGNER SERVICES, INC.
53 SOUTHAMPTON ROAD
WESTFIELD, MA 01085

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION
COMPLETE SET 9 SHEETS

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EXISTING ROOF OVER 1949 BUILDING
NO SCALE
A
-



EXISTING ROOF OVER 1949 BUILDING
NO SCALE
B
-



EXISTING EXHAUST FAN
NO SCALE
C
-



EXISTING VENT PENETRATIONS
NO SCALE
D
-



EXPANSION JOINT BETWEEN ORIGINAL BUILDING AND 1955 ADDITION
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E
-



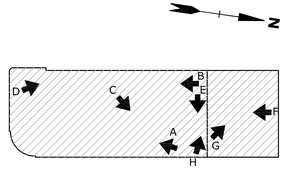
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-



ROOF DRAINS ON 1955 ADDITION
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G
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EXISTING CHIMNEY
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H
-



HORACE MANN KEYPLAN
NO SCALE

LEGEND:

A PHOTOGRAPH LOCATION

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
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DATE:	06/20/2022	
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DRAWN BY:	AH	
CHECKED:	MPW	
APPROVED:	FJH, JPV	

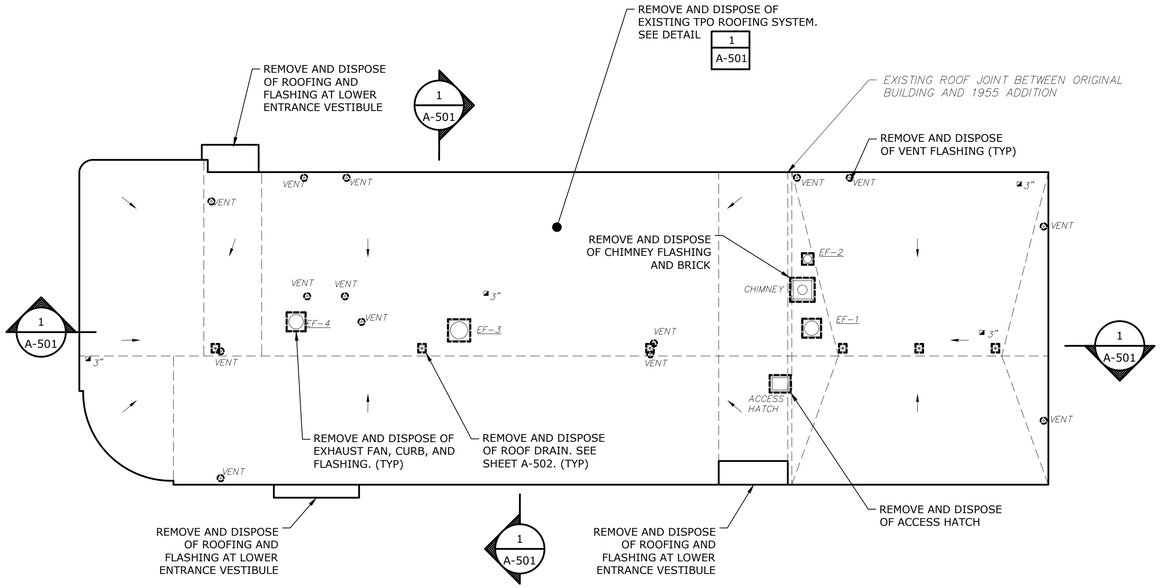
ROOF PHOTOGRAPHS

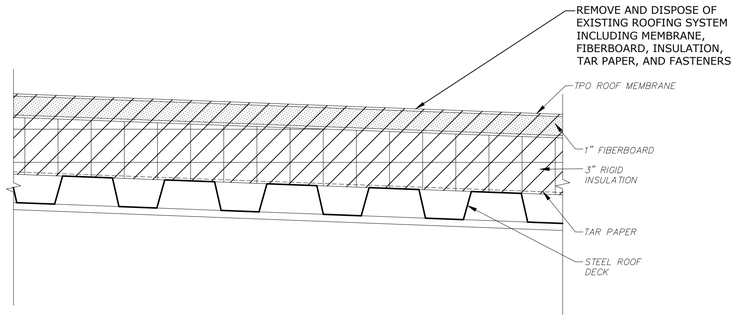
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G-001

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TYPICAL EXISTING ROOF SECTION

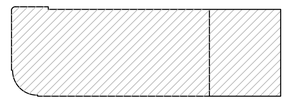
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LEGEND

- ROOF DRAIN
- EXISTING VENT PIPE PENETRATION
- EXISTING ROOFTOP EXHAUST FAN/DUCT WITH CURB
- EXISTING ROOFTOP EQUIPMENT ON SLEEPERS
- — G — GAS PIPE ON PIPE SUPPORT
- EXISTING GOOSENECK (INTAKE OR EXHAUST)
- EXISTING EXHAUST CAP OR AIR INTAKE
- EXISTING CAPPED CURB
- EXISTING INSULATION THICKNESS TEST CUT
- EXISTING CANOPY LINE
- EXISTING ROOF SLOPE LINE
- ITEM TO BE REMOVED/DEMOLISHED

NOTES:

1. REMOVE AND DISPOSE OF ALL EXISTING HVAC EQUIPMENT CURBS.
2. SEE SHEET H-101 FOR HVAC EQUIPMENT REQUIREMENTS.



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HORACE MANN - AD-101.dwg
DRAWN BY:	AH
CHECKED:	MPW
APPROVED:	JPV

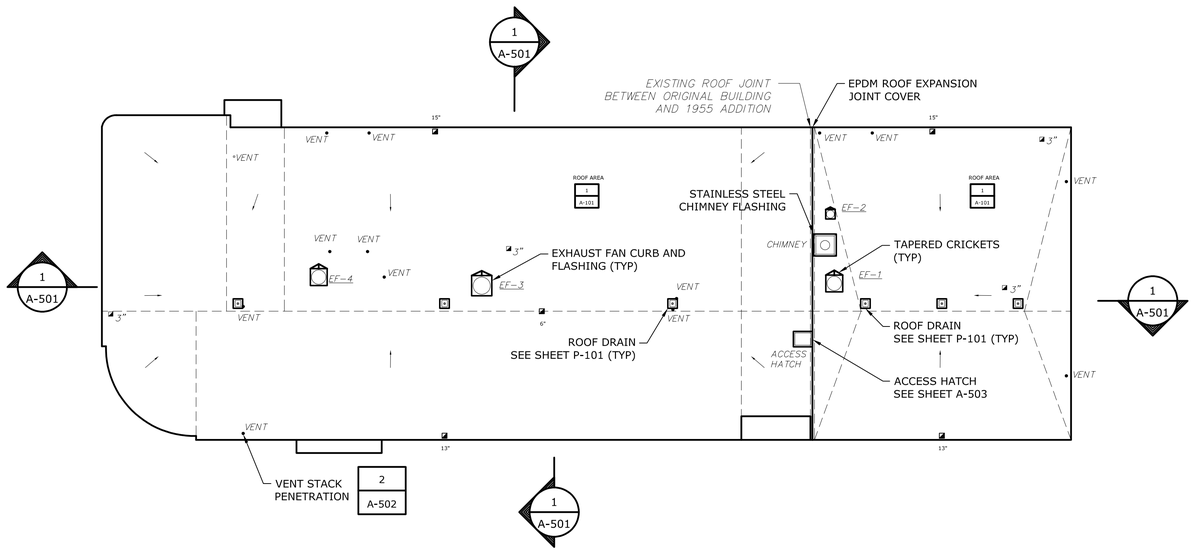
ROOF DEMOLITION PLAN

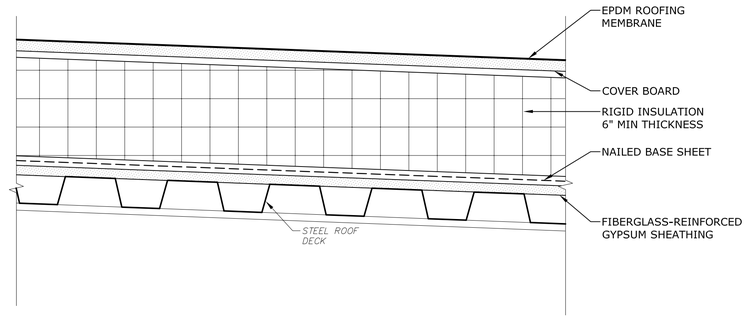
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AD-101

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TYPICAL PROPOSED ROOF SECTION

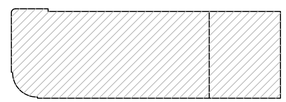
DETAIL	1
3" = 1'-0"	-

LEGEND

- ROOF DRAIN
- VENT PIPE PENETRATION
- ROOFTOP EXHAUST FAN/DUCT WITH CURB
- ROOFTOP EQUIPMENT ON SLEEPERS
- G GAS PIPE ON PIPE SUPPORT
- GOOSENECK (INTAKE OR EXHAUST)
- EXHAUST CAP OR AIR INTAKE
- APPROXIMATE INSULATION THICKNESS
- ROOF SLOPE LINE
- GUARDRAIL FOR FALL PROTECTION
- WALKPAD
- ROOF SLOPE DIRECTION

NOTES:

1. INSTALL NEW CURBING FOR ALL HVAC EQUIPMENT. NEW CURBS MUST BE MINIMUM 12" ABOVE NEW ROOFING. INSTALL NEW CRICKETS TO ENSURE PROPER DRAINAGE AT ALL ROOF CURBS.
2. ADJUST ELEVATION OF ROOF EDGES TO MATCH THE MAXIMUM INSULATION THICKNESS AT EACH ROOF DECK ELEVATION TO PROVIDE A LEVEL ROOF PERIMETER.
3. ROOF SLOPE TO BE 1/4" PER FOOT MINIMUM UNLESS NOTED OTHERWISE.
4. FOR SMALL-DIAMETER HVAC PENETRATIONS SEE DETAIL 2/A-502.



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose,
Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HORACE MANN - A-101.dwg
DRAWN BY:	AH
CHECKED:	MPW
APPROVED:	JPV

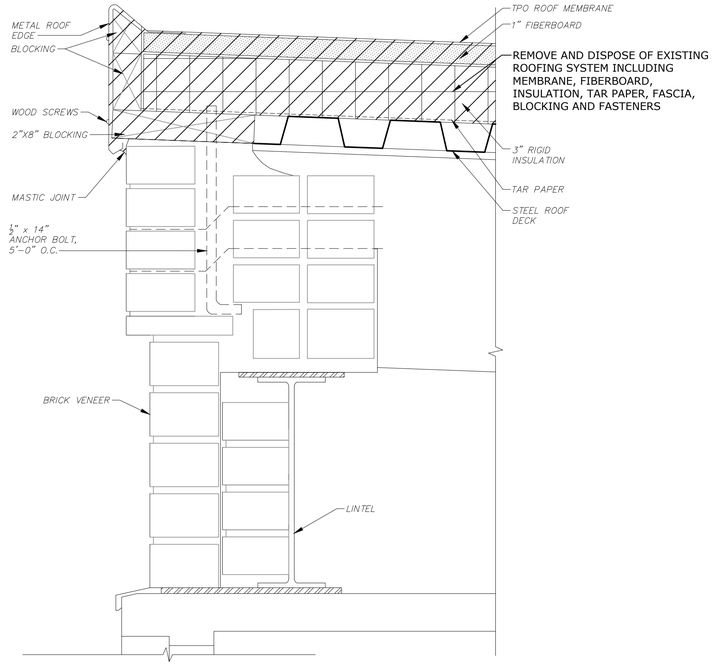
ROOF PLAN

SCALE: 1/8"=1'-0"

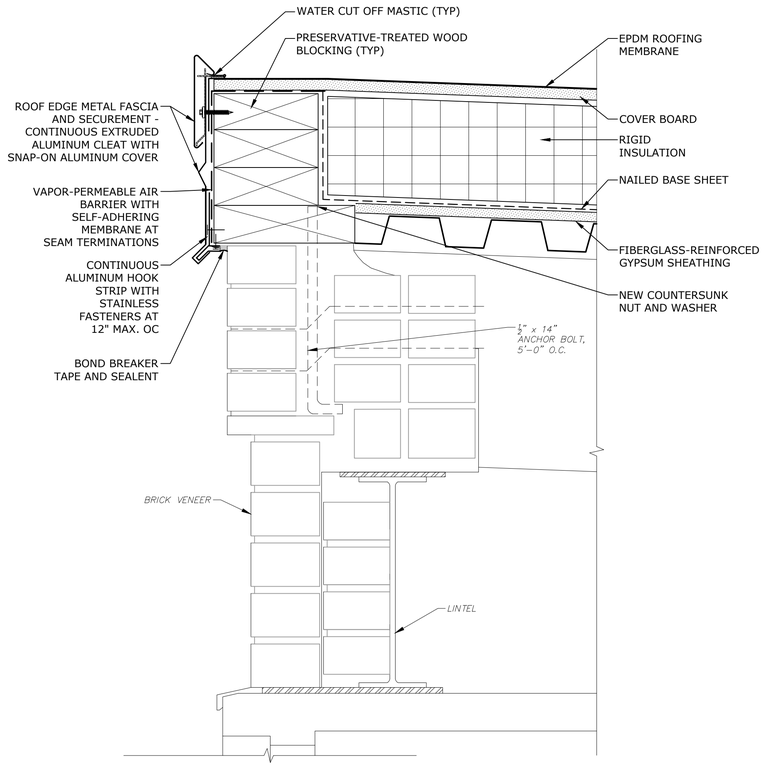
A-101

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/23/2022
Plotted: Jun 24, 2022 - 1:10pm By: AHoda
Tighe & Bond: \\tighebond.com\data\Data\Projects\MW\M1215\(026) Melrose\Drawings_Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - A-101.dwg



EXISTING



PROPOSED

ROOF EDGE DETAIL
3"=1'-0"

1
-

Tighe&Bond

SCHEMATIC DESIGN
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Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

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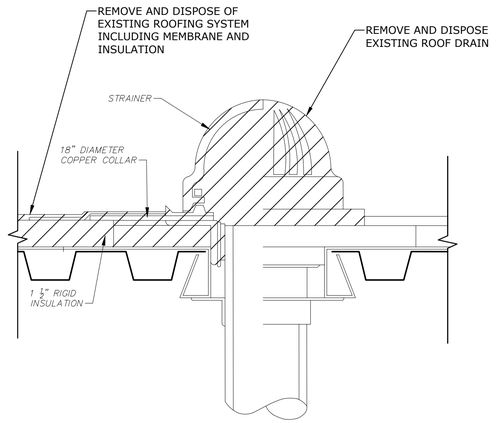
ROOF DETAILS - 1

SCALE: AS SHOWN

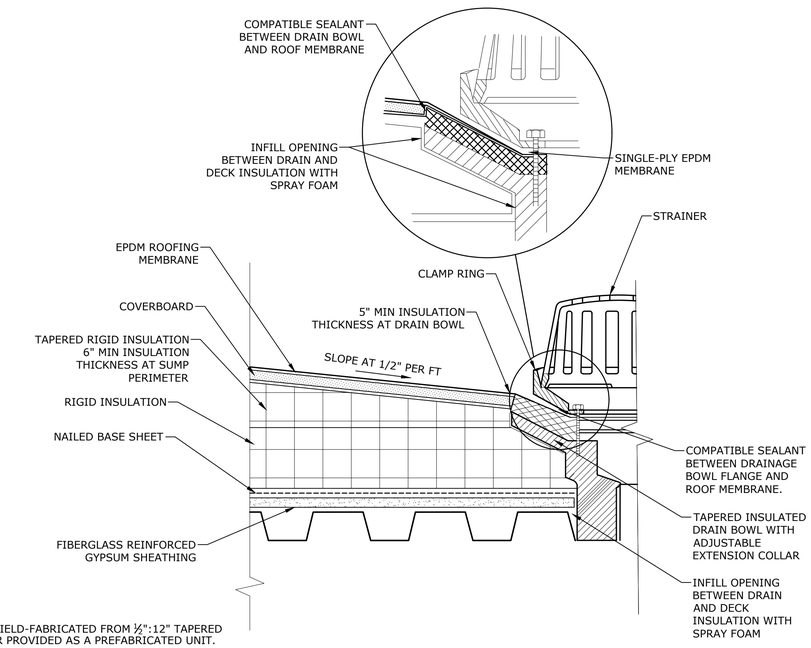
A-501

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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Plotted: Oct 17, 2022 2:29pm By: ABS
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EXISTING

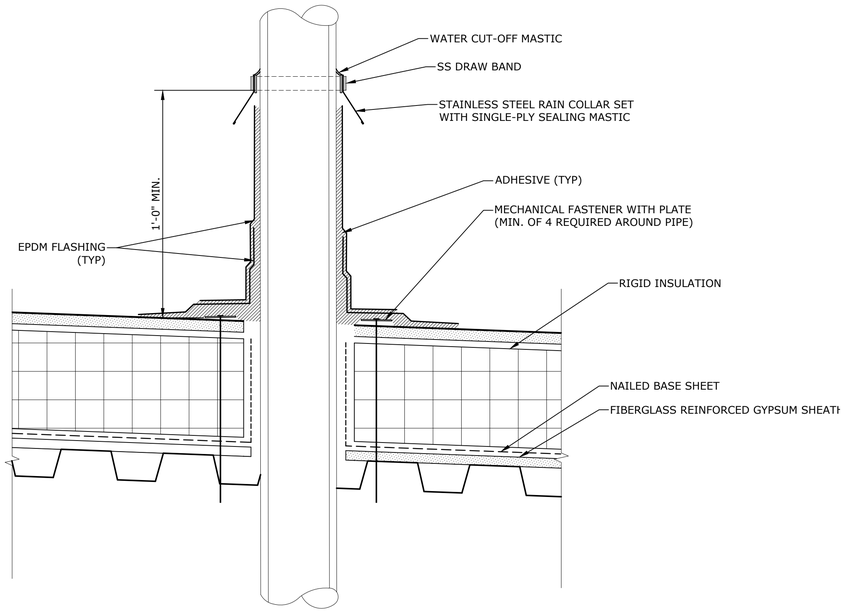


NOTES

1. SUMP MAY BE FIELD-FABRICATED FROM ½":12" TAPERED INSULATION OR PROVIDED AS A PREFABRICATED UNIT.

PROPOSED

ROOF DRAIN DETAIL 1 / -
3"=1'-0"



VENT STACK DETAIL 2 / -
3"=1'-0"

0 3" 6" 9"
SCALE: 3"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

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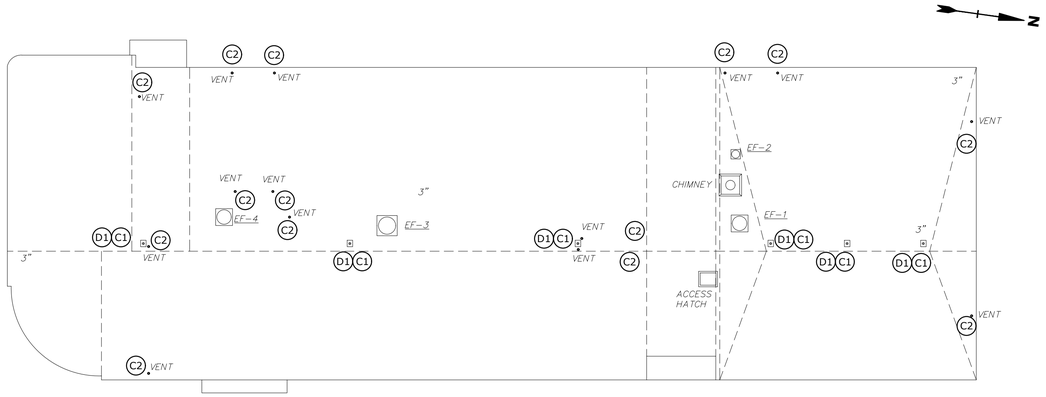
ROOF DETAILS - 2

SCALE: AS SHOWN

A-502

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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PLUMBING ROOF DEMOLITION PLAN
1/16" = 1'0"

LEGEND

- ACCESS HATCH
- ROOF DRAIN
- VENT PIPE PENETRATION

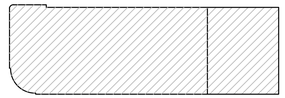
DEMOLITION KEY NOTES

(D1) REMOVE EXISTING ROOF DRAINS. CUT AND CAP EXISTING DRAIN PIPING AWAY FROM DRAIN BODY WITHIN BUILDING. PREPARE FOR FUTURE CONNECTION. COORDINATE EXTENT OF DEMOLITION W/ ROOFING CONTRACTOR TO CONFIRM ADEQUATE CLEARANCE FOR NEW ROOFING INSTALLATION IS PROVIDED.

CONSTRUCTION KEY NOTES:

(C1) NEW ROOF DRAIN. DRAIN TO MATCH OUTLET SIZE OF 4". CONNECT NEW PIPE TO EXISTING STORM DRAINAGE SYSTEM WITHIN THE BUILDING. INSULATE RD SUMP AND NEW SECTION OF STORM DRAIN PIPING WITH 1-INCH FIBERGLASS INSULATION WITH ASJ. INSULATION THERMAL CONDUCTIVITY TO BE 0.21-0.27 BTU-IN/(h-ft^2-°F). VERIFY TIE-IN LOCATION IN FIELD. COORDINATE WITH ROOFING CONTRACTOR AND GC.

(C2) CONFIRM VENT SIZE IN FIELD. EXTEND VENT PIPE WITH SAME SIZE TO TERMINATE 24" ABOVE NEW ROOF.



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
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Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

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PROJECT NO:	M1215-026
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DRAWN BY:	PL, JM
CHECKED:	MPW
APPROVED:	FJH, JPV

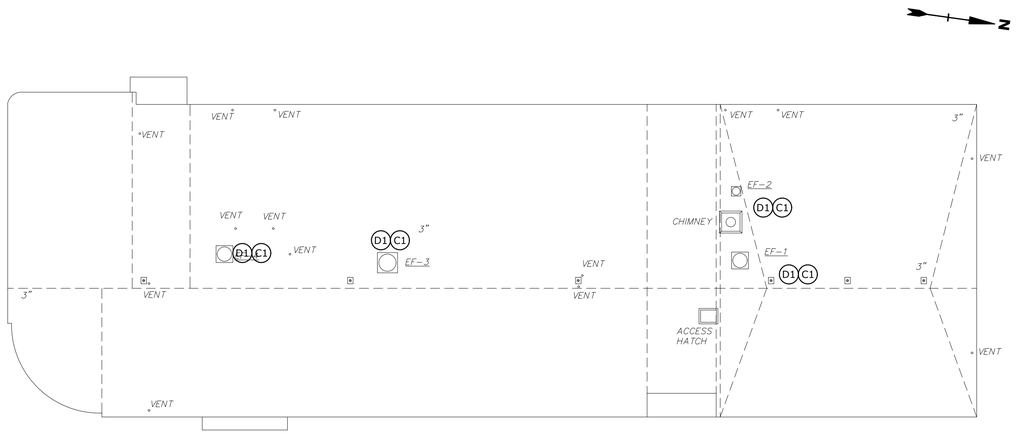
PLUMBING ROOF PLAN

SCALE: AS SHOWN

P-101

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
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LEGEND

ACCESS HATCH

EXHAUST FAN

GENERAL NOTES

1. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH OTHER TRADES.
2. THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND WORK INCLUDED IN THE CONTRACT.
3. INSTALL EQUIPMENT AND SUPPORTS IN ACCORDANCE WITH ALL RELEVANT BUILDING CODES.
4. FIELD VERIFY QUANTITY OF MECHANICAL EQUIPMENT, AND SUPPORTS TO BE REMOVED.
5. PERFORM PRE-BALANCE TESTING OF ALL EXHAUST FANS PRIOR TO UNIT REMOVAL, RECORD AIRFLOWS FOR FINAL BALANCING EFFORTS. PROVIDE REPORT TO ENGINEER.
6. PROVIDE TEMPORARY CAPS FOR ALL DUCTWORK. NO DUCTWORK SHALL REMAIN OPEN AT ANY TIME.
7. DURING DEMOLITION, CONTROL WIRING IS TO BE DISCONNECTED AND PROTECTED FOR FUTURE USES/RECONNECTION.
8. ALL MATERIALS, METHODS AND EQUIPMENT INSTALLED MUST BE IN COMPLIANCE WITH PROJECT SPECIFICATIONS AND APPLICABLE CODES.

DRAWING DEMOLITION NOTES:

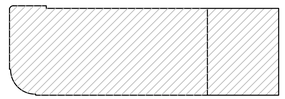
(D1) DISCONNECT, REMOVE, AND STORE EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. DEMOLISH ROOF CURB. MEASURE AIRFLOW OF FAN PRIOR TO UNIT REMOVAL.

DRAWING CONSTRUCTION NOTES:

(C1) VERIFY ROOF OPENING AND FAN CURB-CAP DIMENSIONS. FURNISH NEW ROOF CURB WITH TRANSITION TO FAN AS REQUIRED (INSTALLED BY GC). CURB TO BE INSULATED AND A MINIMUM 12" ABOVE NEW ROOF. RE-INSTALL REMOVED FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FAN TO EXISTING CONTROLS.

GENERAL DEMOLITION NOTES

1. IT IS NOT THE INTENT OF THESE DOCUMENTS TO SHOW EVERY DEVICE, APPURTENANCE, PIPE, WIRE, OR CONDUIT TO BE REMOVED. HVAC EQUIPMENT, UNITS, AND SYSTEMS NOT BEING REUSED SHALL BE REMOVED IN THEIR ENTIRETY INCLUDING ASSOCIATED SUPPORTS.
2. PROPERLY DISPOSE OF DEMOLISHED EQUIPMENT IN COMPLIANCE WITH CODES, REGULATIONS, AND DEP STANDARDS. INVENTORY, SALVAGE AND TURN OVER OR DISPOSE OF EQUIPMENT AT DIRECTION OF OWNER.
3. ALL EXISTING SYSTEMS SHALL BE MADE FULLY OPERATIONAL, INCLUDING RECONNECTION TO SERVICES AND DUCTWORK.
4. EXISTING EQUIPMENT TO BE REMOVED AND RE-INSTALLED SHALL BE FIELD VERIFIED FOR QUANTITY AND CONDITION. KEEP AN ACCURATE RECORD OF STORED EQUIPMENT INCLUDING CONDITION.
5. SYSTEMS REQUIRED TO REMAIN IN OPERATION DURING DEMOLITION SHALL BE CAREFULLY PROTECTED FROM DAMAGE AND CONTAMINATION BY THE CONSTRUCTION PROCESS.



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HORACE MANN - H-101.dwg
DRAWN BY:	PL, JM
CHECKED:	MPW
APPROVED:	FJH, JPV

HVAC ROOF PLAN

SCALE: AS SHOWN

H-101

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
Printed: Jun 27, 2022 - 2:43pm By: ABS
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GENERAL NOTES:

1. DISCONNECT AND MAKE SAFE THE EXISTING MECHANICAL EQUIPMENT FOR REMOVAL BY HVAC CONTRACTOR. THE EXISTING FEEDER SHALL BE DE-ENEREGIZED AND LOCKED OUT FOR THE DURATION OF THE NEW ROOF WORK. RECONNECT EXISTING FEEDER TO EXISTING MECHANICAL EQUIPMENT UPON THE RE-INSTALLATION BY HVAC CONTRACTOR. MODIFY AND EXTEND CONDUIT AND WIRE AS REQUIRED.
2. ALL CONDUIT RUNS ACROSS ROOF SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF ROOF UNLESS CONDUITS AND WIRE HAVE BEEN ABANDONED IN WHICH CASE THEY SHALL BE REMOVED PERMANENTLY. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CIRCUITING TO ROOF TOP EQUIPMENT.
3. COORDINATE ALL DEVICE LOCATIONS WITH GC AND/OR OWNER PRIOR TO COMMENCEMENT OF WORK.
4. THE LOCATIONS OF EXISTING EQUIPMENT ARE APPROXIMATE. DETERMINE THE EXACT LOCATION OF STRUCTURES BEFORE COMMENCING WORK. BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND EQUIPMENT AND STRUCTURES.
5. ALL PANELBOARDS SHOWN ARE LOCATED ON THE BASEMENT FLOOR.

DEMOLITION LEGEND

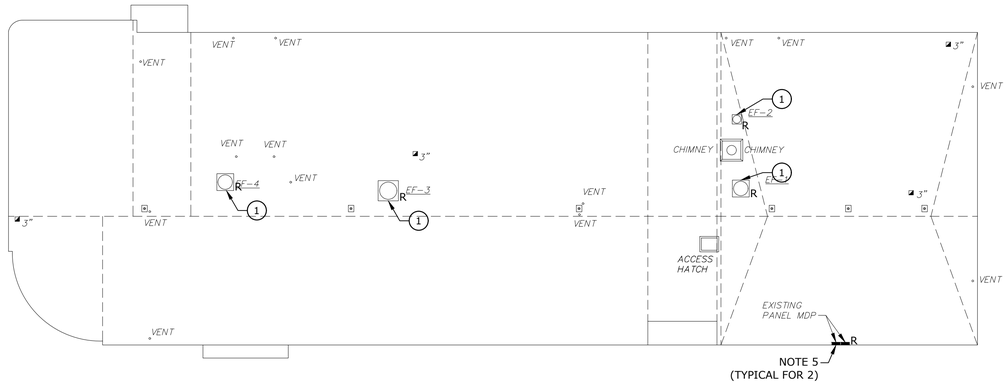
"R" EXISTING DEVICE TO REMAIN ACTIVE AS-IS. SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.

POWER DISTRIBUTION EQUIPMENT

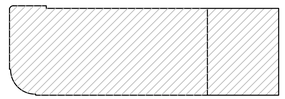
PANELBOARD, SURFACE MOUNTED

ELECTRICAL KEY NOTES:

(1) DISCONNECT EXISTING EQUIPMENT. SECURE CONDUCTORS AND MAKE SAFE FOR ROOF INSTALLATION. LOCK OUT TAG OUT CIRCUIT AT LOCAL OVERCURRENT PROTECTION DEVICE. RECONNECT TO REINSTALLED EQUIPMENT. SEE GENERAL NOTE 1. REFER TO HVAC DRAWINGS FOR DETAILS.



ELECTRICAL ROOF PLAN
1/16" = 1'0"



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HORACE MANN - E-101.dwg
DRAWN BY:	AH
CHECKED:	MPW
APPROVED:	FJH, JPV

ELECTRICAL ROOF PLAN

SCALE: AS SHOWN

E-101

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Tighe & Bond: J:\MM\1215\(026) Melrose\Drawings_Figures\AutoCAD\Horace Mann School\Sheet\M1215-026-HORACE MANN - E-101.dwg

MSBA Accelerated Repair Program
Horace Mann Elementary School
Hoover Elementary School
Roof Replacement project
Melrose, MA

Schematic Design Estimate
June 27, 2022

Tighe & Bond

ELLANA
Construction Cost Consultants

198 North Washington St, #109, Boston MA 02114

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Roof Replacement project

DOCUMENTATION

This estimate was prepared from the following information:

Schematic Design Drawings provided by Tighe & Bond design team, dated June 20, 2022

BASIS FOR PRICING

This estimate reflects the current construction value for the construction of this project and should not be construed as a prediction of a low bid. Prices are based on local prevailing wage construction costs at the time the estimate was prepared.

PROJECT OUTLINE

The project consists of roof replacement at Horace Mann Elementary School and Hoover Elementary School in Melrose, MA.

QUALIFICATIONS

Owner costs and fees are excluded

ITEMS NOT CONSIDERED IN THIS ESTIMATE

Items not included in this estimate are:

- Overtime outside industry standard
- Work outside normal hours of operation
- Preconstruction fees
- Utility Company Charges or Hook-up fees have been excluded
- No permits or special fees have been included
- Third party commissioning costs.
- Owner supplied and/or installed items (e.g.. Draperies, furniture and equipment)
- Loose Furniture and Equipment
- Owner Supplied and Installed Furniture, Fixtures and Equipment
- Relocation / move costs
- Air Quality monitoring / Vibration monitoring
- Loose technology equipment (i.e. Computers, Printers, Etc.)
- The estimate assumes all long-lead items can be pre-purchased to meet schedule requirements.
- The estimate is based on the premise that the design will meet all codes, laws, ordinances, rules, and regulations in effect at the time that the estimate was prepared. The estimate shall be adjusted should any discrepancies between design and the aforementioned codes, laws or ordinances result in, or require, an increase in the Cost 'of the Work
- Items identified in the design as Not In Contract (NIC)
- Builder's Risk insurance, terrorist insurance and other Owner insurances

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ELLANA Construction Cost Consultants

Roof Replacement project

June 27, 2022

Horace Mann Elementary School

Melrose, MA

Schematic Design Estimate

				13,450 GSF
			Cost / SF	
02	Existing Conditions		212,272	15.78	26.8%
05	Metals		5,380	0.40	0.7%
06	Wood, Plastics, and Composites		16,656	1.24	2.1%
07	Thermal & Moisture Protection		475,936	35.39	60.1%
22	Plumbing		29,864	2.22	3.8%
23	HVAC		25,226	1.88	3.2%
26	Electrical		25,960	1.93	3.3%
TOTAL DIRECT COST			**791,294**	**58.83**	**100%**
Design Contingency		15.00%	118,694	8.82	
General Conditions and General Requirements		11.50%	104,649	7.78	
Permits and fees		excluded	-	-	
Contractor's OH&P		5.00%	45,499	3.38	
Escalation (midpoint 2Q 2023)		5.00%	53,007	3.94	
Construction Contingency		excluded	-	-	
TOTAL ESTIMATED CONSTRUCTION COST			**1,113,143**	**82.76**	

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ELLANA Construction Cost Consultants

Roof Replacement project
Melrose, MA
Schematic Design Estimate

6/27/2022

Horace Mann Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
1	**02**	**Existing Conditions**						
2	024100	*Selective Demolition*						
3		*Roof Demolition*						
4		Remove and disposed of existing roof - see Hazardous Materials Assessment	13,450	sf		Included		
5		Roof drain remove	2	ea		with plumbing		
6		Remove and dispose of access hatch	1	ea	450.00	450		
7		Existing insulation thickness test cut	4	ea	150.00	600		
8		Remove and dispose of all exiting exhaust fence curb and flashing	62	lf	18.00	1,116		
9		Remove and dispose of chimney flashing	22	lf	6.50	143		
10		Remove and dispose of vent flashing	16	ea	40.00	640		
11		Cutting and patching	1	ls	3,500.00	3,500		
12		Dispose, cart away	1	ls	400.00	400		
13		Temporary roof protection	13,450	sf	1.20	16,140		
14		Dust control	1	ls	4,708.00	4,708		
15		Allowance for overhead protection building entrance below.	150	sf	20.00	3,000		
16								
17	026000	*Hazardous Materials Assessment*						
18		ACM & PCB Abatement of roof	13,450	sf	13.50	181,575		
19								
20		**Subtotal: Existing Conditions**					**$ 212,272**	
21								
22	**05**	**Metals**						
23	051000	*Structural Steel Framing*						
24		No work show in this section						
25	053000	*Metal Decking*						
26		Roof deck replacement at Roof B1 damaged areas, assumed 5% of roof area	673	sf	8.00	5,380		
27								
28		**Subtotal: Metals**					**$ 5,380**	
29								
30								
31	**06**	**Wood, Plastics, and Composites**						
32	061600	*Rough Carpentry*						
33		Install new curbing for all HAVC equipment 12" above new roof	56	lf	48.00	2,688		
34		New 3x Pressure treated blocking at roof edge	538	lf	24.00	12,912		
35		Roof curb with two block between original building and 1955 addition	66	lf	16.00	1,056		
36								
37		**Subtotal: Wood, Plastics, and Composites**					**$ 16,656**	
38								
39	**07**	**Thermal & Moisture Protection**						
40	075000	*Membrane Roofing*						
41		*New Construction*						
42		90 mil EDPM roofing system; 30 year warranty	13,450	sf	30.00	403,500		
43		Tapered crickets	4	ea	80.00	320		
44		New walkway pad, assumed 10% of roof area	1,345	sf	6.50	8,743		
45								

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ELLANA Construction Cost Consultants

Roof Replacement project
Melrose, MA
Schematic Design Estimate

6/27/2022

Horace Mann Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
46	076500	*Flashing and Sheet Metal*						
47		Roof edge metal fascia and securement, continuous extruded aluminum cleat, continuous aluminum hook strip with stainless fasteners	538	lf	49.00	26,362		
48		Snap-on aluminum cover	538	lf	38.00	20,444		
49		New flashing at HAVC equipment curbing	56	lf	14.00	784		
50		Stainless steel chimney flashing	20	lf	32.00	640		
51		Access hatch flashing	16	lf	18.00	288		
52		Vents pipe flashing	12	ea	85.00	1,020		
53		Roof drain flashing	6	ea	350.00	2,100		
54		Misc. roof flashing	1	al	1,500.00	1,500		
55								
56	077100	*Roof Specialties*						
57		Access hatch	1	ea	4,250.00	4,250		
58								
59	079100	*Joint Sealants*						
60		Exterior caulking and sealants at all roof penetrations	13,450	sf	0.45	5,985		
61								
62		**Subtotal: Thermal & Moisture Protection**					**$ 475,936**	
63								
64	**22**	**Plumbing**						
65		Demolition						
66		Roof drains	6	ea	332.10	1,993		
67								
68		New						
69		Sanitary vent system						
70		Extend vent piping to 24"	14	ea	570.00	7,980		
71								
72		Roof drainage system						
73		Roof drain including new piping/insulation and tie-in to existing, Allowance	6	ea	1,648.50	9,891		Assume 4" drains
74								
75		Materials supply and bidding/market conditions allowance	1	ls	5,000.00	5,000		
76		Supervision/PM	1	ls	5,000.00	5,000		
77								
78		**Subtotal: Plumbing**					**$ 29,864**	
79								

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ELLANA Construction Cost Consultants

Roof Replacement project
Melrose, MA
Schematic Design Estimate

6/27/2022

Horace Mann Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
80	**23**	**HVAC**						
81		Demolition						
82		Exhaust fans, store on site for reinstallation, Allowance	4	ea	764.10	3,056		
83								
84		New						
85		Exhaust fans, reinstall previously removed	4	ea	1,167.52	4,670		
86								
87		Miscellaneous to include seismic controls and testing/start-up	1	ls	2,500.00	2,500		
88		Materials supply and bidding/market conditions allowance	1	ls	10,000.00	10,000		
89								
90		Supervision/PM	1	ls	5,000.00	5,000		
91		**Subtotal: HVAC**					**$ 25,226**	
92	**26**	**Electrical**						
93		Demolition						
94		Disconnect and makes safe exhaust fans, for removal by others	4	ea	300.00	1,200		
95		Re-work/remove/replace any conduit/wire as necessary, Allowance	1	ls	2,000.00	2,000		
96								
97		New						
98		Equipment and machinery power						
99		Extend circuit if necessary and reconnect exhaust fans	4	ea	1,390.02	5,560		
100								
101		Miscellaneous to include seismic controls and testing/start-up	1	ls	700.00	700		
102		Materials supply, small job premium and bidding/market conditions allowance	1	ls	15,000.00	15,000		
103								
104		Supervision/PM	1	ls	1,500.00	1,500		
105								
106		**Subtotal: Electrical**					**$ 25,960**	
107								

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HORACE MANN ELEMENTARY SCHOOL, MELROSE, MA PRE-RENOVATION HBMA SERVICES

TO: Denise M. Gaffey – Directory and City Planner – City of Melrose

FROM: Frank Rodrigues – Tighe & Bond

COPY: Matthew Wzorek – Tighe & Bond

DATE: June 8, 2022

Tighe & Bond Inc., (Tighe & Bond) has prepared the following technical memorandum to summarize the Hazardous Building Material Assessment (HBMA) conducted at the Horace Mann Elementary School. (the "Site"). A facility improvement project, which includes full replacement of the existing roof is currently proposed for the school building. The current roof systems consists of a rubber membrane roof system with fiberboard insulation applied onto a metal roof deck. The HBMA was limited to the roof area being proposed for renovation impact. As required by state and federal regulations, characterization of various waste streams generated during construction projects must be completed to ensure their proper management.

The Assessment included a visual observation and bulk sampling of suspect hazardous building materials (asbestos, painted/coated building materials), and a visual inventory of other hazardous/regulated wastes (i.e., mercury-containing equipment, refrigerants, PCB-containing equipment, etc.). The HBMA was performed to support the proposed facility improvement project and to address/prepare budgets for management of environmentally related building materials.

Tighe & Bond's assessment and report are subject to the HBMA Limitations provided as Appendix A. The Assessment was performed on May 20, 2022, by Tighe & Bond's Massachusetts licensed asbestos inspector, Francisco J. Rodrigues, (#AI040131). Mr. Rodrigues' inspector license and certification are included as Appendix B of this report.

1 Hazardous Building Materials Assessment

1.1 Asbestos-Containing Building Materials

Prior to any type of building renovation or demolition, a thorough investigation is required to identify and quantify asbestos containing materials (ACM) which may be impacted by the demolition or renovation activities. The survey is required by the United States Environmental Protection Agency (EPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulations (Title 40 CFR, Part 61, Subpart M); Massachusetts Department of Environmental Protection (MassDEP) regulations (310 CMR 7.15); Massachusetts Department of Labor Standards (MADLS) regulations, (454 CMR 28.00); as well as applicable portions of the Occupational Safety and Health Administration (OSHA) asbestos in construction regulations (CFR 1926.1101).

The asbestos assessment was limited to accessible areas of the roof and roof top equipment to determine the presence or absence of suspect ACM that have potential for disturbance during the proposed renovation activities and would be subject to abatement prior to roof replacement.

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Suspect materials were divided into "homogeneous materials", building materials which were determined by the inspector to be homogeneous based on their color, texture, and age. A number of bulk samples of suspect ACM from each homogenous group of materials were collected in general accordance with standards described in the Environmental Protection Agency (EPA) Asbestos Hazard and Emergency Response Act (AHERA) Regulations for schools. AHERA sampling protocols are only recommended for use by MassDEP and EPA as they do not regulate bulk sampling standards.

Bulk samples were collected and submitted to Aerobiology Laboratories Associates Inc., (Aerobiology) of Woburn, Massachusetts for analysis via Polarized Light Microscopy with Dispersion Staining (PLM/DS) in accordance with the EPA/600/R-93/116 Method. ProScience is a Massachusetts licensed and American Industrial Hygiene Association (AIHA)-accredited asbestos laboratory.

Suspect materials identified and sampled are included as inventory tables in Appendix C. The tables describes material locations, sample numbers, quantities, condition, analytical results, and specific comments relative to our findings. The asbestos laboratory report is included in Appendix D.

The MassDEP defines a material that contains greater than or equal to one percent (≥1%) asbestos utilizing PLM/DS, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos. Materials containing less than one percent (<1%) asbestos are regulated to a degree by OSHA related to work practices, worker exposure, and waste containerization and in Massachusetts, materials containing <1% asbestos are considered asbestos-containing waste material (ACWM) and must be packaged and disposed of as ACWM in accordance with 310 CMR 7.15.

A total of nine homogeneous areas were identified during the inspection and 18 samples of suspect ACM were collected. The tar material or hot mop applied to the roof deck in the original section of the roof was determined to contain <1% asbestos and therefore is classified as an ACWM.

Samples of other suspect ACM collected during the survey, were determined to be non-asbestos containing. Refer to Appendix C for a list of each suspect material identified and sampled.

Other suspect materials encountered during any renovation activities that are not identified in this report as being non-ACM should be assumed to be ACM until sample collection and laboratory analysis indicate otherwise.

Tighe & Bond recommends the bottommost roofing layer be treated as ACM. The ACMs identified at the Horace Mann School should be removed by a licensed asbestos abatement contractor, utilizing trained and licensed personnel prior to renovation, demolition or any activity that has the potential to disturb these materials. Tighe & Bond recommends the creation of a project specific asbestos abatement scope of work or technical specification for the removal of ACM. The specification must be developed by a Massachusetts licensed asbestos project designer, and it should address such important issues as regulatory requirements, notification procedures, insurance considerations, air sampling needs and other pertinent information. Abatement activities must be subject to a passing post abatement visual inspection by an asbestos monitoring firm not affiliated with the abatement contractor. The same firm typically collects, analyzes and reports the State required post abatement clearance air samples.

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The current scope of construction does not call for the removal of the metal roof deck. In the event sections of the roof deck must be cut and replaced Tighe & Bond recommends those sections be removed by a licensed asbestos abatement contractor.

1.2 Universal Waste and Other Regulated Building Waste

Tighe & Bond performed a visual inspection of the proposed renovation areas to identify hazardous materials, universal waste materials or other regulated wastes that have the potential for disturbance during the roof replacement project. No regulated wastes were identified.

Appendices:

APPENDIX A: HBMA Limitations

APPENDIX B: Inspector's Certification

APPENIDX C: Suspect Asbestos Containing Materials Inventory Table

APPENDIX D: Asbestos Laboratory Report

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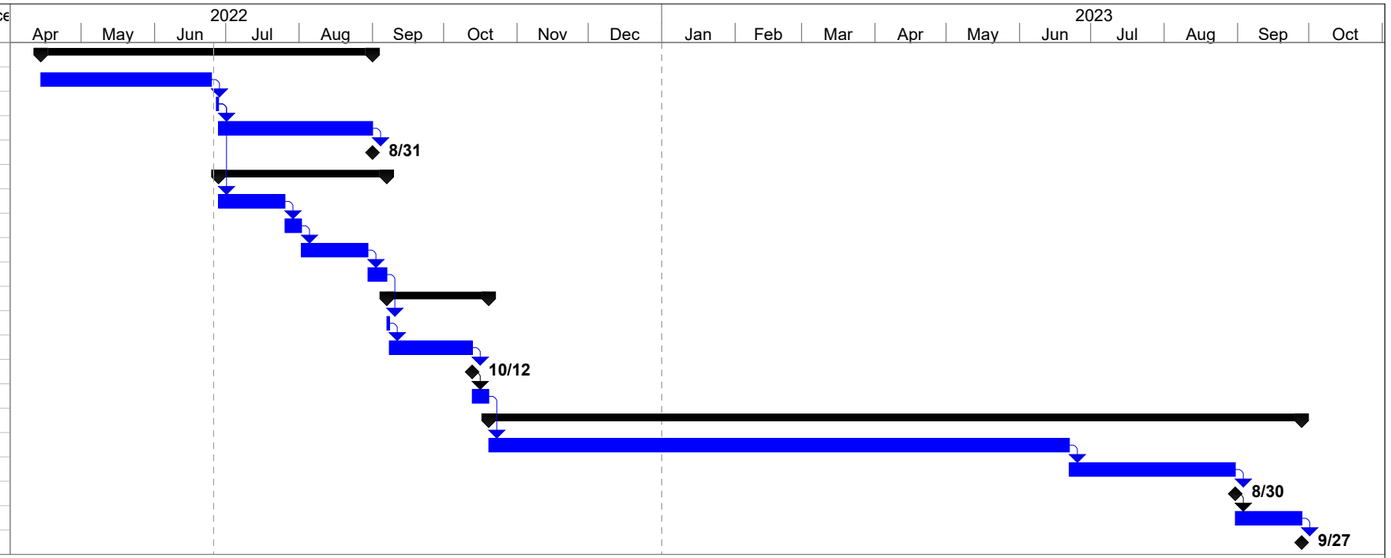
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EXHIBIT C
PROJECT SCHEDULE
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

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PROJECT FUNDING AGREEMENT

ID	Task Name	Duration	Start	Finish	Predece
1	**Schematic Design Phase**	**100 days**	**Thu 4/14/22**	**Wed 8/31/22**	
2	Complete and finalize SD plans	52 days	Thu 4/14/22	Fri 6/24/22	
3	Submit SD plans to MSBA	1 day	Mon 6/27/22	Mon 6/27/22	2
4	MSBA review of SD plans	47 days	Tue 6/28/22	Wed 8/31/22	3
5	MSBA Board of Directors approval of project	0 days	Wed 8/31/22	Wed 8/31/22	4
6	**Construction Documents (at risk)**	**51 days**	**Tue 6/28/22**	**Tue 9/6/22**	
7	CD60 Documents complete	20 days	Tue 6/28/22	Mon 7/25/22	3
8	Constructability Review CD60	5 days	Tue 7/26/22	Mon 8/1/22	7
9	CD100 Complete	20 days	Tue 8/2/22	Mon 8/29/22	8
10	Constructability review of CD100	6 days	Tue 8/30/22	Tue 9/6/22	9
11	**Bidding Phase**	**31 days?**	**Wed 9/7/22**	**Wed 10/19/22**	
12	Advertise Project in Central Register	1 day?	Wed 9/7/22	Wed 9/7/22	10
13	General contractor bids due	25 days	Thu 9/8/22	Wed 10/12/22	12
14	City Funding Approval (with bids in hand)	0 days	Wed 10/12/22	Wed 10/12/22	13
15	Contract award	5 days	Thu 10/13/22	Wed 10/19/22	14
16	**Construction**	**245 days**	**Thu 10/20/22**	**Wed 9/27/23**	
17	Sumittals / procurement	175 days	Thu 10/20/22	Wed 6/21/23	15
18	Construction	50 days	Thu 6/22/23	Wed 8/30/23	17
19	Substantial completion	0 days	Wed 8/30/23	Wed 8/30/23	18
20	Closeout	20 days	Thu 8/31/23	Wed 9/27/23	19
21	Final Completion	0 days	Wed 9/27/23	Wed 9/27/23	20



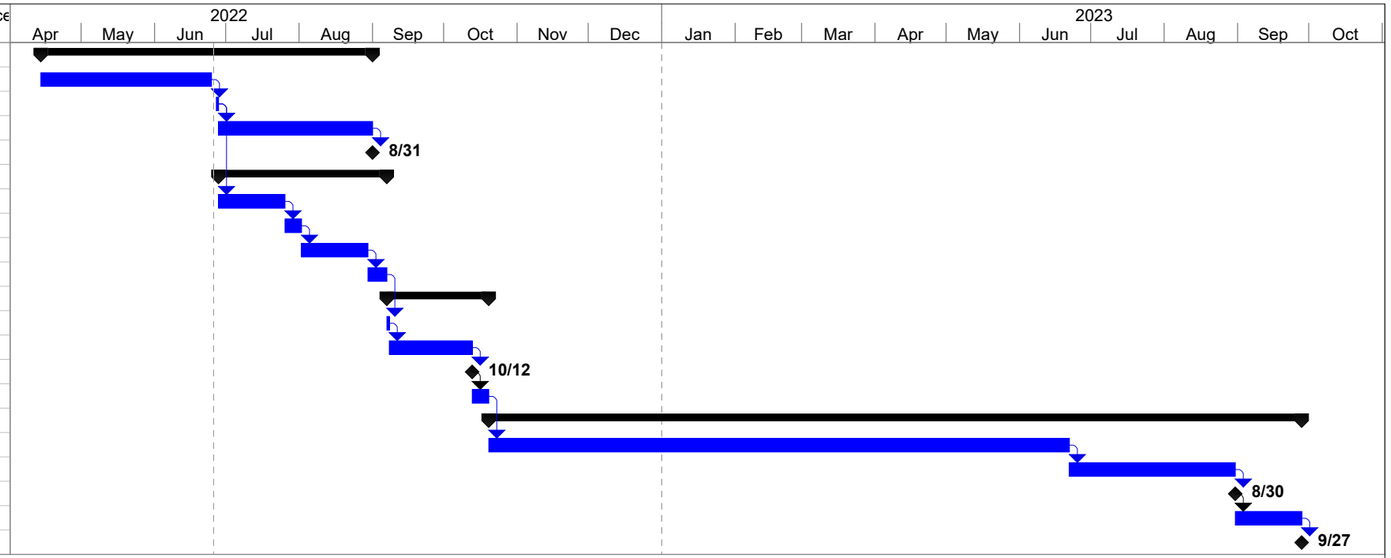
VERTEX

Hoover Elementary School - Melrose, MA
Date: Sun 6/26/22

Task	Project Summary	Inactive Summary	Manual Summary	External Milestone
Split	External Tasks	Manual Task	Start-only	Progress
Milestone	External Milestone	Duration-only	Finish-only	Deadline
Summary	Inactive Milestone	Manual Summary Rollup	External Tasks	

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ID	Task Name	Duration	Start	Finish	Predece
1	**Schematic Design Phase**	**100 days**	**Thu 4/14/22**	**Wed 8/31/22**	
2	Complete and finalize SD plans	52 days	Thu 4/14/22	Fri 6/24/22	
3	Submit SD plans to MSBA	1 day	Mon 6/27/22	Mon 6/27/22	2
4	MSBA review of SD plans	47 days	Tue 6/28/22	Wed 8/31/22	3
5	MSBA Board of Directors approval of project	0 days	Wed 8/31/22	Wed 8/31/22	4
6	**Construction Documents (at risk)**	**51 days**	**Tue 6/28/22**	**Tue 9/6/22**	
7	CD60 Documents complete	20 days	Tue 6/28/22	Mon 7/25/22	3
8	Constructability Review CD60	5 days	Tue 7/26/22	Mon 8/1/22	7
9	CD100 Complete	20 days	Tue 8/2/22	Mon 8/29/22	8
10	Constructability review of CD100	6 days	Tue 8/30/22	Tue 9/6/22	9
11	**Bidding Phase**	**31 days?**	**Wed 9/7/22**	**Wed 10/19/22**	
12	Advertise Project in Central Register	1 day?	Wed 9/7/22	Wed 9/7/22	10
13	General contractor bids due	25 days	Thu 9/8/22	Wed 10/12/22	12
14	City Funding Approval (with bids in hand)	0 days	Wed 10/12/22	Wed 10/12/22	13
15	Contract award	5 days	Thu 10/13/22	Wed 10/19/22	14
16	**Construction**	**245 days**	**Thu 10/20/22**	**Wed 9/27/23**	
17	Sumittals / procurement	175 days	Thu 10/20/22	Wed 6/21/23	15
18	Construction	50 days	Thu 6/22/23	Wed 8/30/23	17
19	Substantial completion	0 days	Wed 8/30/23	Wed 8/30/23	18
20	Closeout	20 days	Thu 8/31/23	Wed 9/27/23	19
21	Final Completion	0 days	Wed 9/27/23	Wed 9/27/23	20



VERTEX

Horace Mann Elementary School - Melrose, MA
Date: Sun 6/26/22

Task	Project Summary	Inactive Summary	Manual Summary	External Milestone
Split	External Tasks	Manual Task	Start-only	Progress
Milestone	External Milestone	Duration-only	Finish-only	Deadline
Summary	Inactive Milestone	Manual Summary Rollup	External Tasks	

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EXHIBIT D
CASH FLOW
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

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PROJECT FUNDING AGREEMENT

Melrose Public Schools Hoover Elementary School - CASH FLOW	Budget	To Date	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Total	Remainin
OPM Feasibility Study	$7,500	$7,500																		$7,500	
A&E Feasibility Study	$49,100	$49,100																		$49,100	
OPM - Construction Contract Documents	$20,434		$10,217	$10,217																$20,434	
OPM - Bidding	$8,960				$4,480	$4,480														$8,960	
OPM - Construction Contract Administration	$101,045						$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$10,000	$30,000	$30,000	$13,545			$101,045	
OPM - Closeout	$12,558																	$6,279	$6,279	$12,558	
OPM - Reimbursable & Other Services	$5,000				$2,500	$2,500														$5,000	
AE - Construction Contract Documents	$60,400		$30,200	$30,200																$60,400	
AE - Bidding	$4,400				$2,200	$2,200														$4,400	
AE - Construction Contract Administration	$34,600						$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$9,000	$9,000	$9,000	$600			$34,600	
AE - Closeout	$3,600																	$1,800	$1,800	$3,600	
AE - Hazardous Materials	$10,700		$1,500	$1,500										$2,700	$2,500	$2,500				$10,700	
Construction Budget	$1,881,016											$150,000	$150,000	$200,000	$500,000	$500,000	$200,000	$181,016		$1,881,016	
Construction Contingency	$94,051											$7,500	$7,500	$10,000	$25,000	$25,000	$10,000	$9,051		$94,051	
Owner's Contingency	$13,085																	$7,000	$6,085	$13,085	
Total Project Budget	**$2,306,449**	**$56,600**	**$41,917**	**$41,917**	**$9,180**	**$9,180**	**$3,500**	**$3,500**	**$3,500**	**$3,500**	**$3,500**	**$161,000**	**$161,000**	**$231,700**	**$566,500**	**$566,500**	**$224,145**	**$205,146**	**$14,164**	**$2,306,449**	
Cummulative Cash Out		**$56,600**	**$98,517**	**$140,434**	**$149,614**	**$158,794**	**$162,294**	**$165,794**	**$169,294**	**$172,794**	**$176,294**	**$337,294**	**$498,294**	**$729,994**	**$1,296,494**	**$1,862,994**	**$2,087,139**	**$2,292,285**	**$2,306,449**		

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Melrose Public Schools Horace Mann Elementary School - CASH FLOW	Budget	To Date	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Total	Remainin
OPM Feasibility Study	$7,500	$7,500																		$7,500	
A&E Feasibility Study	$40,700	$40,700																		$40,700	
OPM - Construction Contract Documents	$20,434		$10,217	$10,217																$20,434	
OPM - Bidding	$8,960				$4,480	$4,480														$8,960	
OPM - Construction Contract Administration	$101,045						$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$10,000	$30,000	$30,000	$13,545			$101,045	
OPM - Closeout	$12,558																	$6,279	$6,279	$12,558	
OPM - Reimbursable & Other Services	$5,000				$2,500	$2,500														$5,000	
AE - Construction Contract Documents	$41,400		$20,700	$20,700																$41,400	
AE - Bidding	$4,400				$2,200	$2,200														$4,400	
AE - Construction Contract Administration	$28,800						$500	$500	$500	$500	$500	$500	$500	$8,000	$8,000	$8,000	$1,300			$28,800	
AE - Closeout	$3,600																	$1,800	$1,800	$3,600	
AE - Hazardous Materials	$5,400		$750	$750										$1,500	$1,500	$900				$5,400	
Construction Budget	$1,113,143											$50,000	$50,000	$100,000	$300,000	$300,000	$200,000	$113,143		$1,113,143	
Construction Contingency	$55,657											$2,500	$2,500	$5,000	$15,000	$15,000	$10,000	$5,657		$55,657	
Owner's Contingency	$11,580																	$6,000	$5,580	$11,580	
Total Project Budget	**$1,460,177**	**$48,200**	**$31,667**	**$31,667**	**$9,180**	**$9,180**	**$3,000**	**$3,000**	**$3,000**	**$3,000**	**$3,000**	**$55,500**	**$55,500**	**$124,500**	**$354,500**	**$353,900**	**$224,845**	**$132,879**	**$13,659**	**$1,460,177**	
Cummulative Cash Out		**$48,200**	**$79,867**	**$111,534**	**$120,714**	**$129,894**	**$132,894**	**$135,894**	**$138,894**	**$141,894**	**$144,894**	**$200,394**	**$255,894**	**$380,394**	**$734,894**	**$1,088,794**	**$1,313,639**	**$1,446,518**	**$1,460,177**		

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EXHIBIT E
PROJECT SITE
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND HORACE MANN ELEMENTARY SCHOOL

Herbert Clark Hoover Elementary School
37 Glendower Road
Melrose, MA 02176

Horace Mann Elementary School
40 Damon Ave
Melrose, MA 02176

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PROJECT FUNDING AGREEMENT

EXHIBIT F
FURNISHINGS AND EQUIPMENT
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

THERE IS NO EXHIBIT F

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EXHIBIT G
STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR AN OWNER-CONTRACTOR CONTRACT
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND HORACE MANN ELEMENTARY SCHOOL

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PROJECT FUNDING AGREEMENT

EXHIBIT "G"

MASSACHUSETTS SCHOOL BUILDING AUTHORITY
STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR AN OWNER-CONTRACTOR CONTRACT
(Alternate Form for Construction Manager at Risk on Page 6 of this Exhibit)

The District shall include, at a minimum, the following language regarding insurance requirements in the Owner-Contractor contract. The District may impose additional insurance requirements provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that, prior to issuing an invitation for bids for construction of the Project, the District shall give the Authority adequate written notice clearly describing any such additional requirements so that the Authority may, at its discretion, review and comment upon such additional requirements. Any such additional requirements may be set forth in Section 8 of the Insurance Requirements below. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary for the Project and should be included in the Owner-Contractor contract.

INSURANCE REQUIREMENTS (Design-Bid-Build)

1. Insurance Generally.

A. The Contractor shall purchase and maintain insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner, or as otherwise acceptable to the Owner.

C. The Contractor shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates. Certificates shall show the Massachusetts School Building Authority (hereinafter "Authority"), the Owner and anyone else the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Authority and the Owner as additional insureds;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this Contract;
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;
- the Contractor shall submit updated certificates of insurance prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

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D. The Contractor shall file one certified, complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to comply with the terms of this Article, then the Contractor shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The Contractor is responsible for the payment of any and all deductibles under all of the insurance required herein. Neither the Owner nor the Authority shall in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

2. Contractor's Commercial General Liability.

A. The Contractor shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable unless a higher coverage is specified in Section 8 below in which case the Contractor shall provide the additional coverage:

Bodily Injury & Property Damage	$1,000,000 each occurrence $2,000,000 general aggregate per project
Products & Completed Operations	$1,000,000 annual aggregate
Personal & Advertising Injury	$1,000,000 each occurrence
Medical Expenses	$5,000

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The Contractor shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Authority and the Owner.

3. Automobile Liability.

A. The Contractor shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below in which case the Contractor shall provide the additional coverage:

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Bodily Injury & Property Damage	$1,000,000 combined single limit

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the Contractor, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.

C. The policy shall name the Authority and the Owner as additional insureds.

D. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

4. Contractor's Pollution Liability.

The Contractor shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Authority and the Owner shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below to this Contract, in which case the Contractor shall provide the additional coverage:

Limit of liability	$1,000,000 per occurrence $3,000,000 aggregate

5. Worker's Compensation.

A. The Contractor shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152, as amended, unless a higher coverage is specified in Section 8 below, in which case the Contractor shall provide the higher coverage:

Worker's Compensation	Statutory limits
Employer's Liability	$ 500,000 each accident $ 500,000 disease per employee $ 500,000 disease policy aggregate

B. If specified in Section 8 below, the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability.

C. The policy shall contain a Waiver of Subrogation in favor of the Authority and the Owner.

6. Builder's Risk/ Installation Floater/Stored Materials.

Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of Contractor for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

If specified in Section 8 below , Owner may require the Contractor to purchase and maintain coverage against loss or damage to the Work in accordance with the following requirements:

A. The Contractor shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or $10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C**. below.

B. When Work will be completed on existing buildings owned by the Owner, the Contractor shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or $10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C**. below.

C. The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at an off Site location shall be forthwith replaced by the Contractor at no expense to the Owner or the Authority..

D. The policy or policies shall specifically state that they are for the benefit of and payable to the Authority, the Owner, the Contractor, and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the Contractor, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by the Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds. The Contractor shall pay the subcontractors their just shares of insurance proceeds received by the Contractor and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. Umbrella Coverage.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

The Contractor shall provide Umbrella Coverage in a form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the Contractor shall provide the higher amount:

Contract Price:	Limit of Liability:
Under $1,000,000	$2,000,000 per occurrence
$1,000,001 -- $5,000,000	$5,000,000 per occurrence
$5,000,001-- $10,000,000	$10,000,000 per occurrence
$10,000,001 and over	$25,000,000 per occurrence

8. Additional Insurance Requirements

The Contractor shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

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MASSACHUSETTS SCHOOL BUILDING AUTHORITY
STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR A CONSTRUCTION MANAGER AT RISK CONTRACT

The District shall include, at a minimum, the following language regarding insurance requirements in the Owner-Construction Manager at Risk ("CM") contract. The District may impose additional insurance requirements provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that, prior to issuing an RFQ for construction management at risk services for the Project, the District shall give the Authority adequate written notice clearly describing any such additional requirements so that the Authority may, at its discretion, review and comment upon such additional requirements. Any such additional requirements may be set forth in Section 8 of the Insurance Requirements below. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary for the Project and should be included in the Owner-CM contract.

INSURANCE REQUIREMENTS (CM at Risk)

1. Insurance Generally.

A. The CM shall purchase and maintain the insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the CM's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better assigned by AM Best Company, or equivalent rating assigned by a similar rating agency acceptable to the Owner or as otherwise acceptable to the Owner.

C. CM shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self insured retentions, and policy effective and expiration dates. Certificates shall show the Massachusetts School Building Authority (hereinafter "Authority"), the Owner and anyone else that the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Owner and the Authority as additional insureds;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this construction contract;
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;.
- CM shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

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D. The CM shall file one certified complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner or the Authority is damaged by the CM's failure to maintain such insurance and to comply with the terms of this Article, then the CM shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The CM is responsible for the payment of any and all deductibles under all of the insurance required below unless the Owner and the Authority specifically provide a written waiver to the CM.

2. CM's Commercial General Liability.

A. The CM shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/per project basis. The policy shall provide the following minimum coverage to protect the CM from claims with respect to the operations performed by CM and any employee, subcontractor, or supplier, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Bodily Injury &	$1,000,000	each occurrence
Property Damage	$2,000,000	general aggregate, per project
Products & Completed Operations	$1,000,000	annual aggregate
Personal & Advertising Injury	$1,000,000	each occurrence
Medical Expenses	$5,000	

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The CM shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Owner and the Authority.

3. Automobile Liability.

A. The CM shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

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Bodily Injury & Property Damage $1,000,000 combined single limit

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the CM, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall contain coverage Form MCS-90.

C. The policy shall name the Owner and the Authority as additional insureds.

D. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

4. Contractor's Pollution Liability.

The CM shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the CM during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Owner and the Authority shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Limit of liability	$1,000,000 per occurrence $3,000,000 aggregate

5. Worker's Compensation.

A. The CM shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as amended, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the higher coverage:

Workers' Compensation	Statutory limits
Employer's Liability	$ 500,000 each accident $ 500,000 disease per employee $ 500,000 disease policy aggregate

B. If specified in Section 8 below the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability for $1,000,000/$1,000,000.

C. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

6. Builder's Risk/ Installation Floater/Stored Materials.

Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of CM for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.

If specified in Section 8 below, Owner may require the CM to purchase and maintain coverage against loss or damage to the Work in accordance with the following requirements:

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

A. The CM shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the GMP. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or $10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C**. below.

B. When Work will be completed on existing buildings owned by the Owner, the CM shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or $10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C**. below.

C. The CM shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at some approved off Site location shall be forthwith replaced by the CM at no expense to the Owner or the Authority.

D. The policy or policies shall specifically state they are for the benefit of and payable to the Authority, the Owner,, the CM, subcontractors and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the CM, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by CM as fiduciary and made payable to the Contractor as fiduciary for the insureds. CM shall pay the subcontractors their just shares of insurance proceeds received by the CM and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. <u>Umbrella Coverage.</u>

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

The CM shall provide Umbrella Coverage in form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the CM shall provide the higher amount:

Contract Price:	Limit of Liability:
Under $1,000,000	$2,000,000 per occurrence
$1,000,000 -- $5,000,000	$5,000,000 per occurrence
$5,000,001-- $10,000,000	$10,000,000 per occurrence
$10,000,001and over	$25,000,000 per occurrence

8. Additional Insurance Requirements

The CM shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

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EXHIBIT H
EDUCATIONAL PROGRAM
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

THERE IS NO EXHIBIT H

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXHIBIT I
REIMBURSEMENT RATE CERTIFICATION
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

MSBA Accelerated Repair Program Reimbursement Rate Certification
Calendar Year 2021

Melrose

MSBA Reimbursement Rate Calculation

Base Points	31.00
Income Factor	5.05
Property Wealth Factor	13.26
Poverty Factor	0
MSBA Reimbursement Rate	49.31

Certification

By signing this Reimbursement Rate Certification, I hereby certify that I have read, understand, and accept the reimbursement rate set forth above, and I hereby acknowledge and agree on behalf of the Eligible Applicant that the above-stated reimbursement rate is the rate that will be used to calculate the maximum Total Facilities Grant for the proposed project.

Local Chief Executive Officer

6/16/2022
Date

School Committee Chair

6/16/22
Date

Superintendent of Schools

6/16/2022
Date

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXHIBIT J
ELECTRONIC PAYMENT FORM
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

(Please print on District letterhead)

Banking Information Template

_____District hereby instructs the Massachusetts School Building Authority make grant payments via electronic ACH directly to the following account:

MSBA Project ID#*: _____

***All future project payments will be made to this account unless the MSBA receives specific instructions to distribute payments to a separate account for each project.**

District Contact Name: _____

Signature: _____

District Telephone No.: _____

Banking Information for ACH Transactions

Financial Institution Name: _____

Financial Institution Address: _____

City & State: _____

Account No.: _____

Transit Number (ABA#): _____
(Routing #)

Please return the completed form to Xingzhen (Stephanie) Bai:

- via email at Xingzhen.Bai@MassSchoolBuildings.org

An acknowledgment of receipt of a new Banking Information Template will be sent to the Eligible Applicant, Treasurer or Business Manager, and District Contact listed on the form.

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CHART - 2		City of Melrose - 5% Debt Limit			
DRAFT		Ten Year General Fund Debt Plan Review			
		Department of Finance			
11/7/2022			5% Limit		
	Year	Net Debt		Variance	
Projected					
	2022	$2,855,696	$4,550,026	$1,694,330	
	2023	$2,839,293	$4,762,804	$1,923,511	
	2024	$3,052,377	$4,905,688	$1,853,311	
	2025	$3,837,908	$5,052,859	$1,214,951	
	2026	$4,088,286	$5,204,445	$1,116,159	
	2027	$3,802,371	$5,360,578	$1,558,207	
	2028	$3,809,834	$5,521,395	$1,711,561	
	2029	$3,581,714	$5,687,037	$2,105,323	
	2030	$3,322,418	$5,857,648	$2,535,230	
	2031	$3,330,845	$6,033,378	$2,702,532	
	Totals:	$34,520,742	$52,935,857		
	Average:	$3,452,074	$5,293,586		
	Variance:		$1,841,512		
Note(s):	1. It is the current policy of the City of Melrose that the G/F net				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

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CHART - 1

City of Melrose

DRAFT

Ten Year General Fund Debt Plan Review

11/7/2022

Department of Finance

Year	Net Debt	5% Limit	Projected Budget	Percent
2022	$2,855,696	$4,550,026	$91,000,522	3.14%
2023	$2,839,293	$4,762,804	$95,256,080	2.98%
2024	$3,052,377	$4,905,688	$98,113,762	3.11%
2025	$3,837,908	$5,052,859	$101,057,175	3.80%
2026	$4,088,286	$5,204,445	$104,088,891	3.93%
2027	$3,802,371	$5,360,578	$107,211,557	3.55%
2028	$3,809,834	$5,521,395	$110,427,904	3.45%
2029	$3,581,714	$5,687,037	$113,740,741	3.15%
2030	$3,322,418	$5,857,648	$117,152,963	2.84%
2031	$3,330,845	$6,033,378	$120,667,552	2.76%
Totals:	$34,520,742	$52,935,857		
Average:	$3,452,074	$5,293,586		
Variance:		$1,841,512		

Note(s): 1. It is the current policy of the City of Melrose that the G/F net non-exempt debt budget equate to approx. 5% of the Operating Budget.

2. The figures proposed can only be "estimates". Actual figures will be developed as interest rates are locked in.

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CITY OF MELROSE Office of Treasurer-Collector

Kathryn J Armata
Treasurer-Collector

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Treasurer - (781) 979-4162
Collector - (781) 979-4120
Fax - (781) 665-6877

MEMORANDUM

To: Melrose City Council
Mayor Brodeur

From: Kathryn Armata

Date: September 20, 2022

Re: **Loan Order –Herbert Clark Hoover Elementary School Roof Replacement**

ORDERED: That the City appropriates $2,306,449 for the purpose of paying costs of replacing the roof at the Herbert Clark Hoover Elementary School located at 37 Glendower Road, Melrose, Massachusetts, including the payment of all costs incidental and related thereto (the "Project"), which proposed Project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the City may be eligible for a grant from the Massachusetts School Building Authority (the "MSBA"), said amount to be expended under the direction of the Office of Planning and Community Development; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(1) or Chapter 70B of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the City incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the City; that any grant that the City may receive from the MSBA for the Project shall not exceed the lesser of (1) forty-nine and thirty-one hundredths percent (49.31%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; and that the amount of the borrowing authorized by this order shall be reduced by any grant amount set forth in and received pursuant to the Project Funding Agreement that may be executed between the City and the MSBA.

Pursuant to Section 56-14 of the City Ordinances, attached is a projection of the principal and interest costs on the bonds proposed to be authorized by the following loan orders under

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consideration by the City Council. The payment schedule attached assumes a 30-year borrowing term, an interest rate assumption of 5.5% over the life of the borrowing, and a level debt service payment schedule. The debt service on these bonds will not be paid from an enterprise fund and will have no impact on any enterprise fund rates."

FINANCIAL IMPACT: See attached

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BOND DEBT SERVICE

City of Melrose, Massachusetts
Proposed $2,306,449 Hoover Elementary School Roof Bonds
30 years - Level Debt Service
Interest Estimated and Subject to Change

Dated Date 09/15/2023
Delivery Date 09/15/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2024	-	-	63,427.35	63,427.35	-
06/30/2024	-	-	-	-	63,427.35
09/15/2024	36,449.00	5.500%	63,427.35	99,876.35	-
03/15/2025	-	-	62,425.00	62,425.00	-
06/30/2025	-	-	-	-	162,301.35
09/15/2025	30,000.00	5.500%	62,425.00	92,425.00	-
03/15/2026	-	-	61,600.00	61,600.00	-
06/30/2026	-	-	-	-	154,025.00
09/15/2026	35,000.00	5.500%	61,600.00	96,600.00	-
03/15/2027	-	-	60,637.50	60,637.50	-
06/30/2027	-	-	-	-	157,237.50
09/15/2027	35,000.00	5.500%	60,637.50	95,637.50	-
03/15/2028	-	-	59,675.00	59,675.00	-
06/30/2028	-	-	-	-	155,312.50
09/15/2028	40,000.00	5.500%	59,675.00	99,675.00	-
03/15/2029	-	-	58,575.00	58,575.00	-
06/30/2029	-	-	-	-	158,250.00
09/15/2029	40,000.00	5.500%	58,575.00	98,575.00	-
03/15/2030	-	-	57,475.00	57,475.00	-
06/30/2030	-	-	-	-	156,050.00
09/15/2030	45,000.00	5.500%	57,475.00	102,475.00	-
03/15/2031	-	-	56,237.50	56,237.50	-
06/30/2031	-	-	-	-	158,712.50
09/15/2031	45,000.00	5.500%	56,237.50	101,237.50	-
03/15/2032	-	-	55,000.00	55,000.00	-
06/30/2032	-	-	-	-	156,237.50
09/15/2032	50,000.00	5.500%	55,000.00	105,000.00	-
03/15/2033	-	-	53,625.00	53,625.00	-
06/30/2033	-	-	-	-	158,625.00
09/15/2033	50,000.00	5.500%	53,625.00	103,625.00	-
03/15/2034	-	-	52,250.00	52,250.00	-
06/30/2034	-	-	-	-	155,875.00
09/15/2034	55,000.00	5.500%	52,250.00	107,250.00	-
03/15/2035	-	-	50,737.50	50,737.50	-
06/30/2035	-	-	-	-	157,987.50
09/15/2035	55,000.00	5.500%	50,737.50	105,737.50	-
03/15/2036	-	-	49,225.00	49,225.00	-
06/30/2036	-	-	-	-	154,962.50
09/15/2036	60,000.00	5.500%	49,225.00	109,225.00	-
03/15/2037	-	-	47,575.00	47,575.00	-
06/30/2037	-	-	-	-	156,800.00
09/15/2037	65,000.00	5.500%	47,575.00	112,575.00	-
03/15/2038	-	-	45,787.50	45,787.50	-
06/30/2038	-	-	-	-	158,362.50
09/15/2038	65,000.00	5.500%	45,787.50	110,787.50	-
03/15/2039	-	-	44,000.00	44,000.00	-
06/30/2039	-	-	-	-	154,787.50
09/15/2039	70,000.00	5.500%	44,000.00	114,000.00	-
03/15/2040	-	-	42,075.00	42,075.00	-
06/30/2040	-	-	-	-	156,075.00
09/15/2040	75,000.00	5.500%	42,075.00	117,075.00	-
03/15/2041	-	-	40,012.50	40,012.50	-
06/30/2041	-	-	-	-	157,087.50
09/15/2041	80,000.00	5.500%	40,012.50	120,012.50	-
03/15/2042	-	-	37,812.50	37,812.50	-
06/30/2042	-	-	-	-	157,825.00
09/15/2042	85,000.00	5.500%	37,812.50	122,812.50	-
03/15/2043	-	-	35,475.00	35,475.00	-
06/30/2043	-	-	-	-	158,287.50
09/15/2043	90,000.00	5.500%	35,475.00	125,475.00	-
03/15/2044	-	-	33,000.00	33,000.00	-
06/30/2044	-	-	-	-	158,475.00
09/15/2044	90,000.00	5.500%	33,000.00	123,000.00	-
03/15/2045	-	-	30,525.00	30,525.00	-
06/30/2045	-	-	-	-	153,525.00
09/15/2045	100,000.00	5.500%	30,525.00	130,525.00	-
03/15/2046	-	-	27,775.00	27,775.00	-
06/30/2046	-	-	-	-	158,300.00
09/15/2046	105,000.00	5.500%	27,775.00	132,775.00	-
03/15/2047	-	-	24,887.50	24,887.50	-
06/30/2047	-	-	-	-	157,662.50
09/15/2047	110,000.00	5.500%	24,887.50	134,887.50	-
03/15/2048	-	-	21,862.50	21,862.50	-
06/30/2048	-	-	-	-	156,750.00
09/15/2048	115,000.00	5.500%	21,862.50	136,862.50	-
03/15/2049	-	-	18,700.00	18,700.00	-
06/30/2049	-	-	-	-	155,562.50
09/15/2049	120,000.00	5.500%	18,700.00	138,700.00	-
03/15/2050	-	-	15,400.00	15,400.00	-
06/30/2050	-	-	-	-	154,100.00
09/15/2050	130,000.00	5.500%	15,400.00	145,400.00	-
03/15/2051	-	-	11,825.00	11,825.00	-
06/30/2051	-	-	-	-	157,225.00
09/15/2051	135,000.00	5.500%	11,825.00	146,825.00	-
03/15/2052	-	-	8,112.50	8,112.50	-
06/30/2052	-	-	-	-	154,937.50
09/15/2052	145,000.00	5.500%	8,112.50	153,112.50	-
03/15/2053	-	-	4,125.00	4,125.00	-
06/30/2053	-	-	-	-	157,237.50
09/15/2053	150,000.00	5.500%	4,125.00	154,125.00	-
06/30/2054	-	-	-	-	154,125.00
	2,306,449.00		2,459,679.70	4,766,128.70	4,766,128.70

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

August 31, 2022

The Honorable Paul Brodeur, Mayor
City of Melrose
Melrose City Hall
562 Main Street
Melrose, MA 02176

Re: City of Melrose, Herbert Clark Hoover Elementary School, Horace Mann Elementary School

Dear Mayor Brodeur:

I am pleased to report that the Board of the Massachusetts School Building Authority (the "MSBA") voted to approve the Proposed Accelerated Repair Project (the "Proposed Project") in the City of Melrose (the "City") for a roof replacement project at the Herbert Clark Hoover Elementary School, and a roof replacement project at the Horace Mann Elementary School.

The Board approved an Estimated Maximum Total Facilities Grant for each project as shown in the table below, which does not include any funds for potentially eligible Owner's or Construction Contingency Expenditures. In the event that the MSBA determines that any Owner's and/or Construction Contingency Expenditures are eligible for reimbursement, the Maximum Total Facilities Grant for the Herbert Clark Hoover Elementary School and Horace Mann Elementary School Projects may increase to each amount shown below. The final grant amounts will be determined by the MSBA based on a review and audit of all project costs incurred by the City, in accordance with the MSBA's regulations, policies, and guidelines and the Project Funding Agreement. The final grant amount may be an amount less than the Estimated Maximum Total Facilities Grant.

Project Funding Agreement	Herbert Clark Hoover Elementary School	Horace Mann Elementary School
Estimated Maximum Total Facilities Grant	$1,021,573	$624,400
Maximum Total Facilities Grant	$1,069,127	$649,456

Pursuant to the terms of the MSBA's Accelerated Repair Program, the City has 90 days to acquire and certify local approval for an appropriation and all other necessary local votes or approvals showing acceptance of the cost, site, type, scope and timeline for the Herbert Clark

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Hoover Elementary School and the Horace Mann Elementary School Projects. Upon receipt of the certified votes demonstrating local approval, the MSBA and the City will execute a Project Funding Agreement, which will set forth the terms and conditions pursuant to which the City will receive its grant from the MSBA. Once the Project Funding Agreement has been executed by both parties, the City will be eligible to submit requests for reimbursement for Proposed Project costs to the MSBA.

We will be contacting you soon to discuss these next steps in more detail, but in the meantime, I wanted to share with you the Board's approval of the Herbert Clark Hoover Elementary School and Horace Mann Elementary School Projects in the City of Melrose for a roof replacement project at the Herbert Clark Hoover Elementary School, and a roof replacement project at the Horace Mann Elementary School, and the Board's authorization to execute a Project Funding Agreement for these Proposed Projects.

Sincerely,



John K. McCarthy
Executive Director

Cc: Legislative Delegation
Christopher C. Cinella, President, Melrose City Council
Denise M. Gaffey, Director of Planning and Community Development, City of Melrose
Jen McAndrew, Chair, Melrose School Committee
Dr. Julie Kukenberger, Superintendent, Melrose Public Schools
Jon Lemieux, Owner's Project Manager, Vertex Companies, Inc.
Joseph P. Viamari, Jr., Designer, Tighe & Bond, Inc.
File: 10.2 Letters

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXHIBIT A
PROJECT BUDGET
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

Total Project Budget

City of Melrose
Herbert Clark Hoover Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant[1]	Estimated Maximum Total Facilities Grant[1]
Feasibility Study Agreement				
OPM Feasibility Study	$7,500	$0	$7,500	
A&E Feasibility Study	$49,100	$0	$49,100	
Env. & Site	$0	$0	$0	
Other	$0	$0	$0	
Feasibility Study Agreement Subtotal	**$56,600**	**$0**	**$56,600**	**$27,909**
Administration				
Legal Fees	$0	$0	$0	**$0**
Owner's Project Manager				
Design Development	$0	$0	$0	
Construction Contract Documents	$20,434	$0	$20,434	
Bidding	$8,960	$0	$8,960	
Construction Contract Administration	$101,045	$0	$101,045	
Closeout	$12,558	$0	$12,558	
Extra Services	$0	$0	$0	
Reimbursable & Other Services	$5,000	$0	$5,000	
Cost Estimates	$0	$0	$0	
Advertising	$0	$0	$0	
Permitting	$0	$0	$0	
Owner's Insurance	$0	$0	$0	
Other Administrative Costs	$0	$0	$0	
Administration Subtotal	**$147,997**	**$0**	**$147,997**	**$72,977**
Architecture and Engineering				
Basic Services				
Design Development	$0	$0	$0	
Construction Contract Documents	$60,400	$0	$60,400	
Bidding	$4,400	$0	$4,400	
Construction Contract Administration	$34,600	$0	$34,600	
Closeout	$3,600	$0	$3,600	
Other Basic Services	$0	$0	$0	
Basic Services Subtotal	**$103,000**	**$0**	**$103,000**	
Reimbursable Services				
Construction testing	$0	$0	$0	
Printing (over minimum)	$0	$0	$0	
Other Reimbursable Costs	$0	$0	$0	
Hazardous Materials	$10,700	$0	$10,700	
Geotech & Geo-Env.	$0	$0	$0	
Site Survey	$0	$0	$0	
Wetlands	$0	$0	$0	
Traffic Studies	$0	$0	$0	
Architectural/Engineering Subtotal	**$113,700**	**$0**	**$113,700**	**$56,065**
CM & Risk Preconstruction Services				
Pre-Construction Services	$0	$0	$0	**$0**
Site Acquisition				
Land/Building Purchase	$0	$0	$0	
Appraisal Fees	$0	$0	$0	
Recording fees	$0	$0	$0	
Site Acquisition Subtotal	**$0**	**$0**	**$0**	**$0**
Construction Costs				
Construction Budget	$0	$0		
GMP Fee	$0	$0		
GMP Insurance	$0	$0		
GMP Contingency	$0	$0		
Division 1 - General Requirements	$543,866	$0		
Division 2 - Existing Conditions	$340,900	$0		
Division 3 - Concrete	$0	$0		
Division 4 - Masonry	$16,200	$0		
Division 5 - Metals	$157,086	$0		
Division 6 - Woods, Plastics and Composites	$28,464	$0		
Division 7 - Thermal and Moisture Protection	$654,165	$127,577		
Division 8 - Openings	$0	$0		
Division 9 - Finishes	$0	$0		
Division 10 - Specialties	$0	$0		
Division 11 - Equipment	$0	$0		
Division 12 - Furnishings	$0	$0		
Division 13 - Special Construction	$0	$0		
Division 14 - Conveying Systems	$0	$0		
Division 21 - Fire Suppression	$0	$0		
Division 22 - Plumbing	$32,685	$0		
Division 23 - HVAC	$63,526	$0		
Division 25 - Integrated Automation	$0	$0		
Division 26 - Electrical	$44,124	$0		
Division 27 - Communications	$0	$0		
Division 28 - Electronic Safety and Security	$0	$0		
Division 31 - Earthwork	$0	$0		
Division 32 - Exterior Improvements	$0	$0		
Division 33 - Utilities	$0	$0		
Construction Budget	**$1,881,016**	**$127,577**	**$1,753,439**	**$864,621**
Alternates				
	$0	$0	$0	
	$0	$0	$0	
	$0	$0	$0	
Alternates Subtotal	**$0**	**$0**	**$0**	**$0**
Miscellaneous Project Costs				
Utility company Fees	$0	$0	$0	
Testing Services	$0	$0	$0	
Swing Space/Modulars	$0	$0	$0	
Other Project Costs (Mailing & Moving)	$0	$0	$0	
Misc. Project Costs Subtotal	**$0**	**$0**	**$0**	**$0**

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City of Melrose
Herbert Clark Hoover Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant[1]	Estimated Maximum Total Facilities Grant[1]
Furnishings and Equipment				
Furnishings	$0	$0	$0	
Equipment	$0	$0	$0	
Computer Equipment	$0	$0	$0	
FF&E Subtotal	**$0**	**$0**	**$0**	**$0**
Soft Costs that exceed 20% of Const'n Cost		$0	$0	
Project Budget	**$2,199,313**	**$127,577**	**$2,071,736**	**$1,021,573**

Board Authorization	
Project Budget	$2,199,313
Scope Items Excluded or Otherwise Ineligible	-$127,577
Basis of Estimated Total Facilities Grant[1]	$2,071,736
Reimbursement Rate	49.31%
Estimated Maximum Total Facilities Grant[1]	$1,021,573

Total Construction Contingency[2]	$94,051
Ineligible Construction Contingency[2]	$6,379
Potentially Eligible Construction Contingency[2]	$87,672
Total Owner's Contingency[2]	$13,085
Ineligible Owner's Contingency[2]	$4,318
Potentially Eligible Owner'sContingency[2]	$8,767
Total Potentially Eligible Contingency[2]	$96,439
Reimbursement Rate	49.31%
Potential Additional Contingency Grant Funds[2]	$47,554
Maximum Total Facilities Grant	$1,069,127
Total Project Budget	$2,306,449

This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Owner's Project Manager of City of Melrose for the Herbert Clark Hoover Elementary School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.

2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Chair of School Building Committee

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Chief Executive Officer

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Superintendent of Schools

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Chair of School Committee

Date: _____

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Total Project Budget

City of Melrose
Horace Mann Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant[1]	Estimated Maximum Total Facilities Grant[1]
Feasibility Study Agreement				
OPM Feasibility Study	$7,500	$0	$7,500	
A&E Feasibility Study	$40,700	$0	$40,700	
Env. & Site	$0	$0	$0	
Other	$0	$0	$0	
Feasibility Study Agreement Subtotal	**$48,200**	**$0**	**$48,200**	**$23,767**
Administration				
Legal Fees	$0	$0	$0	**$0**
Owner's Project Manager				
Design Development	$0	$0	$0	
Construction Contract Documents	$20,434	$0	$20,434	
Bidding	$8,960	$0	$8,960	
Construction Contract Administration	$101,045	$0	$101,045	
Closeout	$12,558	$0	$12,558	
Extra Services	$0	$0	$0	
Reimbursable & Other Services	$5,000	$0	$5,000	
Cost Estimates	$0	$0	$0	
Advertising	$0	$0	$0	
Permitting	$0	$0	$0	
Owner's Insurance	$0	$0	$0	
Other Administrative Costs	$0	$0	$0	
Administration Subtotal	**$147,997**	**$0**	**$147,997**	**$72,977**
Architecture and Engineering				
Basic Services				
Design Development	$0	$0	$0	
Construction Contract Documents	$41,400	$0	$41,400	
Bidding	$4,400	$0	$4,400	
Construction Contract Administration	$28,800	$0	$28,800	
Closeout	$3,600	$0	$3,600	
Other Basic Services	$0	$0	$0	
Basic Services Subtotal	**$78,200**	**$0**	**$78,200**	
Reimbursable Services				
Construction testing	$0	$0	$0	
Printing (over minimum)	$0	$0	$0	
Other Reimbursable Costs	$0	$0	$0	
Hazardous Materials	$5,400	$0	$5,400	
Geotech & Geo-Env.	$0	$0	$0	
Site Survey	$0	$0	$0	
Wetlands	$0	$0	$0	
Traffic Studies	$0	$0	$0	
Architectural/Engineering Subtotal	**$83,600**	**$0**	**$83,600**	**$41,223**
CM & Risk Preconstruction Services				
Pre-Construction Services	$0	$0	$0	**$0**
Site Acquisition				
Land/Building Purchase	$0	$0	$0	
Appraisal Fees	$0	$0	$0	
Recording fees	$0	$0	$0	
Site Acquisition Subtotal	**$0**	**$0**	**$0**	**$0**
Construction Costs				
Construction Budget	$0	$0		
GMP Fee	$0	$0		
GMP Insurance	$0	$0		
GMP Contingency	$0	$0		
Division 1 - General Requirements	$321,849	$0		
Division 2 - Existing Conditions	$212,272	$0		
Division 3 - Concrete	$0	$0		
Division 4 - Masonry	$0	$0		
Division 5 - Metals	$5,380	$0		
Division 6 - Woods, Plastics and Composites	$16,656	$0		
Division 7 - Thermal and Moisture Protection	$475,936	$96,869		
Division 8 - Openings	$0	$0		
Division 9 - Finishes	$0	$0		
Division 10 - Specialties	$0	$0		
Division 11 - Equipment	$0	$0		
Division 12 - Furnishings	$0	$0		
Division 13 - Special Construction	$0	$0		
Division 14 - Conveying Systems	$0	$0		
Division 21 - Fire Suppression	$0	$0		
Division 22 - Plumbing	$29,864	$0		
Division 23 - HVAC	$25,226	$0		
Division 25 - Integrated Automation	$0	$0		
Division 26 - Electrical	$25,960	$0		
Division 27 - Communications	$0	$0		
Division 28 - Electronic Safety and Security	$0	$0		
Division 31 - Earthwork	$0	$0		
Division 32 - Exterior Improvements	$0	$0		
Division 33 - Utilities	$0	$0		
Construction Budget	**$1,113,143**	**$96,869**	**$1,016,274**	**$501,125**
Alternates				
	$0	$0	$0	
	$0	$0	$0	
	$0	$0	$0	
Alternates Subtotal	**$0**	**$0**	**$0**	**$0**
Miscellaneous Project Costs				
Utility company Fees	$0	$0	$0	
Testing Services	$0	$0	$0	
Swing Space/Modulars	$0	$0	$0	
Other Project Costs (Mailing & Moving)	$0	$0	$0	
Misc. Project Costs Subtotal	**$0**	**$0**	**$0**	**$0**

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City of Melrose
Horace Mann Elementary School

8/24/2022

Total Project Budget: All costs associated with the project are subject to 963 CMR 2.16(5)	Estimated Budget	Scope Items Excluded from the Basis of Estimated Total Facilities Grant or Otherwise Ineligible	Basis of Estimated Total Facilities Grant[1]	Estimated Maximum Total Facilities Grant[1]
Furnishings and Equipment				
Furnishings	$0	$0	$0	
Equipment	$0	$0	$0	
Computer Equipment	$0	$0	$0	
FF&E Subtotal	**$0**	**$0**	**$0**	**$0**
Soft Costs that exceed 20% of Const'n Cost		$29,797	-$29,797	
Project Budget	**$1,392,940**	**$126,666**	**$1,266,274**	**$624,400**

Board Authorization	
Project Budget	$1,392,940
Scope Items Excluded or Otherwise Ineligible	-$126,666
Basis of Estimated Total Facilities Grant[1]	$1,266,274
Reimbursement Rate	49.31%
Estimated Maximum Total Facilities Grant[1]	$624,400

Total Construction Contingency[2]	$55,657
Ineligible Construction Contingency[2]	$4,843
Potentially Eligible Construction Contingency[2]	$50,814
Total Owner's Contingency[2]	$11,580
Ineligible Owner's Contingency[2]	$11,580
Potentially Eligible Owner'sContingency[2]	$0
Total Potentially Eligible Contingency[2]	$50,814
Reimbursement Rate	49.31%
Potential Additional Contingency Grant Funds[2]	$25,056
Maximum Total Facilities Grant	$649,456
Total Project Budget	$1,460,177

This document was prepared by the MSBA based on a preliminary review of information and estimates provided by the Owner's Project Manager of City of Melrose for the Horace Mann Elementary School project. Based on this preliminary review, certain budget, cost and scope items have been determined to be ineligible for reimbursement, however, this document does not contain a final, exhaustive list of all budget, cost and scope items which may be ineligible for reimbursement by the MSBA. Nor is it intended to be a final determination of which budget, cost and scope items may be eligible for reimbursement by the MSBA. All project budget, cost and scope items shall be subject to review and audit by the Authority, and the Authority shall determine, in its sole discretion whether any such budget, cost and scope items are eligible for reimbursement. The MSBA may determine that certain additional budget, cost and scope items are ineligible for reimbursement.

1. The estimated maximum facilities grant established for the Project Funding Agreement does not include any potentially eligible contingency funds and is subject to review and audit by the MSBA. At the time of PFA Bid Amendment, the Estimated Maximum Facilities Grant and the Maximum Total Facilities Grant will be adjusted to account for any budget revision requests submitted and approved by the MSBA at the time of establishing the Amendment.

2. Pursuant to Section 3.20 of the Project Funding Agreement and the applicable policies and guidelines of the Authority, any project costs associated with the reallocation or transfer of funds from either the Owner's contingency or the Construction contingency to other budget line items shall be subject to review by the Authority to determine whether any such costs are eligible for reimbursement by the Authority. All costs are subject to review and audit by the MSBA.

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Chair of School Building Committee

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Chief Executive Officer

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Superintendent of Schools

Date: _____

By signing this Total Project Budget, I hereby certify that I have read and understand the form and further certify, to the best of my knowledge and belief, that the information supplied by the District in the table above is true, accurate, and complete.

_____

By:
Title: Chair of School Committee

Date: _____

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXHIBIT B
PROJECT SCOPE
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

Schematic Design Submission Checklist
MSBA Accelerated Repair Program

District: Melrose Public Schools

School: Herbert Clark Hoover Elementary School

Scope: Roof Replacement

Schematic Design Deliverables:

OPM	District	
☒	☒	Project Narrative: - Existing conditions analysis (hazardous materials, structural, etc.) - Explanation of proposed solution - Designer statement that the proposed solution meets the Massachusetts Stretch Energy Code and/or the International Energy Conservation Code
☒	☒	Code Analysis
☒	☒	Schematic Design Drawings
☒	☒	Cost Estimate (CSI Format) - Include all Proposed Alternates
☒	☒	Form 3011 – Total Project Budget
☒	☒	Project Cash Flow (cumulative line chart illustrating Total Project Budget)
☒	☒	Project Schedule (Gantt Chart)
☒	☒	Accelerated Repair Program Reimbursement Rate Certification signed by the District
☒	☒	Proposed project scope and budget vote language in compliance with MSBA standard vote language

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Program Guidelines and Project Funding Agreement:

OPM	District	
☒	☒	MSBA Board of Directors authorization to execute a Project Funding Agreement is tied to the specific project scope and budget presented in the Schematic Design.
☒	☒	The portion of the Construction Contingency potentially eligible for reimbursement is set at 5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for hard costs only. The MSBA will complete one Change Order review per district in which the MSBA will review Change Orders for eligibility not validity. All ineligible costs will not be reimbursed.
☒	☒	The portion of the Owner's Contingency potentially eligible for reimbursement is set at 0.5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for soft costs only. All ineligible costs will not be reimbursed.
☒	☒	Prior to securing project funding, the district will draft proposed project scope and budget vote language in compliance with MSBA standard vote language and will provide the vote language to the MSBA for review and approval prior to taking the vote.
☒	☒	After bids have been received and actual construction costs are established, the district's potential Project Funding Agreement must be revised to reflect the actual construction costs in accordance with paragraph 2.3 of the Project Funding Agreement. If there are bid savings, the MSBA shares in the cost savings by reducing the maximum facilities grant to reflect reimbursable costs. If there is a bid overage, construction contingency is transferred to the construction budget to reflect the additional costs and is deemed ineligible. The transfer of construction contingency due to the bid overage results in a reduction to the maximum facilities grant.
☒	☒	MSBA's standardized Schedule of Values will be used by the district to ensure that all budget entries in the MSBA's ProPay system mirror the Total Project Budget Form 3011 following the PFA Bid Amendment. The MSBA will only reimburse eligible costs if they are entered to the correct cost codes in the Total Project Budget.
☒	☒	Budget Revision Requests will be submitted by the district in a timely manner to reflect changes to the Total Project Budget. After a Budget Revision Request is executed, the district will enter the Budget Revision Request into the ProPay system for approval by the MSBA.

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☒	☒	MSBA's Audit Department will review requests for reimbursement in the ProPay system of $50,000 or more. All reimbursement requests which are less than $50,000 will be returned to the district without review. All districts are encouraged to attend ProPay training conducted by the Audit Department following the execution of a Project Funding Agreement.
☒	☒	OPM monthly reporting begins when the OPM contract is executed and continues until the project receives Board of Directors approval of the final audit. Failure to submit timely and complete reports may impact district reimbursement review and payment. OPM monthly reporting supports MSBA review of reimbursement requests.

I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have fulfilled all requirements described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) by submitting the listed deliverables by the established deadline to the MSBA. I further certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have explained the Program Guidelines and Project Funding Agreement to the district.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).



Title: Project Director, Owner's Project Manager
Firm: The Vertex Companies, LLC
Date: June 27, 2022

I certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have read and understand the Program Guidelines and Project Funding Agreement. I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have reviewed the enumerated deliverables within the Schematic Design Submittal with the Owner's Project Manager and Designer. I further

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certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that the OPM has explained to me the OPM's responsibilities as described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) to submit the designer's deliverables listed above.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).

Julie R. Kuhnberger

Title: Superintendent of Schools
Date: June 27, 2022

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Section 1
Project Narrative

1.1 Introduction

The City of Melrose is currently participating in the Massachusetts School Building Authority (MSBA) Accelerated Repair Program (ARP) and has submitted a Statement of Interest for repairs at the Herbert Clark Hoover School. The Vertex Companies, LLC and Tighe & Bond, Inc. were subsequently designated as the Owner's Project Manager (OPM) and Designer, respectively for the proposed project.

The Herbert Clark Hoover School is located at 37 Glendower Road in Melrose, MA. The school building is a two-story brick masonry building with an approximate roof area of 18,000 square feet, which was constructed in 1964. The school has undergone several renovations over time, including a window and door replacement in 2015 and a prefabricated, wood-framed modular building addition in 2017. The first floor of the school generally consists of classrooms, storage rooms, a multipurpose room, a teacher's lounge, administrative and nurse offices, a library, bathrooms, and a boiler room. The second floor contains classrooms and bathrooms. The school currently serves approximately 300 students from kindergarten to fifth grade.

The team assembled for execution of the Herbert Clark Hoover School project includes the following members:

- Funding Agency — Massachusetts School Building Authority
- Owner — Melrose Public Schools
- OPM — The Vertex Companies, LLC
- Designer — Tighe & Bond Designer Services, Inc.
- Cost Estimating — Ellana Construction Consultants.
- Hazardous Materials Assessment — Tighe & Bond Designer Services, Inc.
- Code Review — Tighe & Bond Designer Services, Inc.
- Structural/Construction Admin — Frawley Engineering, P.C.

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1.2 Existing Conditions

1.2.1 Roof

The existing Ethylene Propylene Diene Monomer (EPDM) roof system was constructed over an original coal tar pitch and gravel built up roof. Based on documents provided by the District, the original roof on the 1964 area consisted of 5 ply built-up coal tar pitch and gravel over 1.5" rigid insulation on a steel deck. Based on recent site visits and field investigation, ½" fiberboard and EPDM membrane were installed over the original roof system. The largest portion of the roof area is ballasted with gravel, while several smaller sections are fully adhered.

There is significant evidence of water damage inside the building from roof leaks and numerous deficiencies in the roofing membrane. The roof does not provide adequate thermal performance and drainage. Based on the site observations and investigation, the existing roofing system and majority of associated appurtenances appear to be in poor condition and are beyond their useful life.



Photo 1: Roof Over Main Building



Photo 2: Roof Over Lower Building

The modular addition constructed in 2017 consists of a single ply membrane roofing system and is not included as part of this project.

1.2.2 Plumbing

There are existing roof drains that are tied into the storm drainage system in the building. The drains appear to be in working order, however some are rusted and in poor condition.

One storm leader exits the building and runs above a sub-roof near the main entrance toward a vertical storm leader tied into the underground storm drainage system.

Plumbing vents penetrate the roof in multiple locations to provide pressure relief for the school's sanitary piping system. The vent piping is in good condition with expected rust on the pipe interior.

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Photo 3: Roof Drain

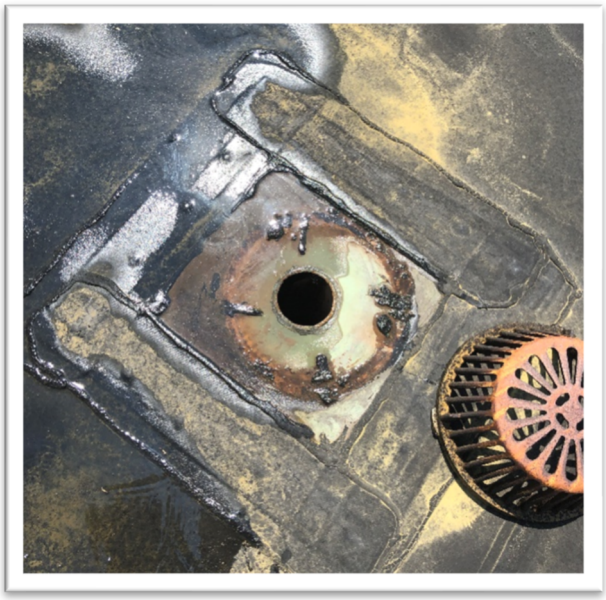


Photo 4: Roof Drain



Photo 5: Storm Leader Routed on Roof

1.2.3 HVAC

There are seven exhaust fans (EFs) installed on the main building's roof and rooftop air handling units are located on the temporary addition, which is not part of this project.

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Most of the exhaust fans appear original and are well beyond the 15-25-year life expectancy. One exhaust fan, identified as "#6" on the 1964 drawings, has been replaced and appears that it can be re-used.



Photo 6: HVAC Equipment on Main Roof

1.2.4 Electrical

The existing electrical items on the roof are limited to electrical connections to HVAC equipment requiring electrical power. It is assumed that each HVAC fan has an integral or equipment-mounted disconnect. In addition, loose telecommunication cables run across the roof from the north wall to an entrance cap near the roof hatch.

1.3 Recommended Solutions

1.3.1 Roof Replacement

Replacement of the existing roof system at the Herbert Clark Hoover School is recommended for improving thermal performance, roof drainage, overall energy efficiency of the building and remedying numerous roof leaks. The following items below outline the proposed scope of work for the project, including demolition. Schematic Design plans with additional detail are included in Appendix B.

Roof Demolition will include:

- Removal of the existing single-ply, adhered and ballasted EPDM membrane roofing systems
- Removal of existing built-up coal tar pitch and gravel roof system
- Removal of the existing rigid insulation
- Removal of the existing access hatch
- Repair of the steel roof deck as needed
- Removal and storage of existing HVAC equipment
- Removal of existing fascia, blocking, damaged curbing, and flashing

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- Disposal of existing roofing materials as asbestos waste.

Proposed Roof Improvements will include:

- Repair of any damaged or compromised steel roof decking discovered during demolition
- Installation of a fully-adhered EPDM roofing system. The new roofing system will include, from bottom to top:
  - Fiberglass-reinforced gypsum sheathing cover board
  - Base sheet/ combination air and vapor barrier
  - New polyisocyanurate rigid insulation. The new insulation will meet the stretch energy code. Insulation thickness will provide a minimum R-value of 30. Tapered insulation will be installed to provide a positive pitch toward roof drains.
  - ½" coverboard installed over the insulation
  - Fully-adhered EPDM roofing membrane
- Installation of new curbing, blocking, flashing, metal fascia, and roof drains
- Installation of new access hatches and ladders

1.3.2 Plumbing Systems

Plumbing Demolition will include:

- Removal of all existing roof drains. Existing rain leaders within building will be cut and capped away from the drain body and prepared for reconnection.
- Removal of storm drain leader and it's supports located on the roof. Piping will be cut and capped at the edge of the roof and prepared for reconnection into the vertical storm leader.

Proposed Plumbing Improvements will include:

- Installation of new roof drains and associated piping. All new roof drains will be of the same type.
- Installation of 1" thick insulation on drain bodies and any new associated piping.
- Inspection of existing drainage piping, including snaking the pipes to check for clogs and jetting the pipes should there be any clogs present.
- Installation and rerouting of the new storm leader on the roof to the underground connection. New piping will be provided with supports.
- Extension of vent piping as required to maintain clearance above roof of 18-24".

1.3.3 HVAC Systems

HVAC Demolition will include:

- Disconnection, removal, and storage of roof fan #6.
- Curb for fan #6 to remain.
- Removal, and disposal of all other roof exhaust fans and curbs.
- Prior to unit removal, exhaust fans will be tested and airflows recorded for final balancing efforts.
- Installation of temporary caps for all ductwork.
- Installation of temporary caps over fan #6 curb that is to remain.

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HVAC Improvements will include:

- Replacement off all roof exhaust fans, except #6. Replace fans in kind based on original design drawing schedules.
- Installing new curbs for new exhaust fans, including transition curbs as required for fan connection to existing roof opening.
- Repairing curbs and/or blocking and extending existing curb as required to minimum of 12" above new roof for remaining fan.
- Installation of new Exhaust Fans with integral disconnects.
- Reinstallation of retained Exhaust Fan.
- Reconnecting and sealing units to existing ductwork.
- Connecting units to existing controls.
- Re-balancing systems to match pre-existing airflows.

1.3.4 Electrical Systems

The proposed electrical work will include:

- Disconnecting and making safe all existing electrical devices with connections to mechanical equipment. Once the existing equipment is placed back in its permanent location after roofing, the electrical connections will be re-energized. For any equipment that has moved, the existing conduit and wires will be extended as required.
- Installation of exterior weatherproof GFI receptacles and weatherproof luminaire will be located on the roof within 25'-0" of any exterior equipment per NEC. New receptacles and luminaire will be mounted to ¾" rigid galvanized steel or to an adjacent wall if possible.
- Removal and reconnection of telecommunication cable. Upon reconnection cables will be secured and rerouted for safety.

1.4 ARP Sustainability Requirements

MSBA's ARP requires use of the Stretch Energy Code (780 CMR – Appendix AA and 2018 IECC) as the basis of design for ARP projects for roof replacement. Below is a table comparison of the required code values for the relevant project items and the values for the proposed assemblies. The proposed solutions and items for the Herbert Clark Hoover School meet or exceed the ARP sustainability requirements.

Roofs	Maximum U-Value ($Btu/hr \cdot ft^2 \cdot °F$)	Minimum R-Value ($°F \cdot ft^2 \cdot hr/Btu$)
Required	0.032	30
Proposed	0.032	30

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Herbert Clark Hoover School Repairs Project

Building Code Analysis

This analysis summarizes codes requirements applicable to the project scope for the Herbert Clark Hoover School Repairs Project. This summary includes general code information applicable to the overall project and more specific requirements related to roof replacement activities.

Applicable codes for this project include:

- International Building Code 2015 (IBC)
- International Existing Building Code 2015 (IEBC)
- International Energy Conservation Code 2018 (IECC)
- 248 CMR 10.00 Uniform State Plumbing Code (2017)
- Commonwealth of Massachusetts State Building Code, Ninth edition 780 CMR (including amendments to the IBC, IECC and IEBC)
- Massachusetts Stretch Energy Code 780 Appendix AA
- Architectural Access Board Regulations 521 CMR (AAB)
- American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures (ASCE 7-05)
- National Electrical Code NFPA 70

Section 1 – General Code

Use and Occupancy Classification (305 IBC 2015 & 780 CMR)

- Educational (E)
    - Due to the anticipated scope of work, roof replacement, Level 1 alterations of the IEBC will be triggered. Level 1 alterations encompass the removal and replacement of materials that serve the same purpose. Any new elements must comply with the requirements for new construction.

Types of Construction (602 IBC 2015 & 780 CMR)

- Type III Construction – Construction is that type of construction in which the exterior walls are of noncombustible materials and the interior building elements are of any material permitted by this code. Fire-retardant-treated wood framing complying with Section 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

Alterations Level 1 (503 IEBC 2015 & 780 CMR)

- Removal and replacement or the covering of existing materials, elements, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

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Material and Methods (702.6 & Chapter 8 IEBC 2015 & 780 CMR)

- All new work shall comply with materials and methods requirements in the IBC, IEBC, IECC, IMC, and MSPC, as applicable that specify material standards, details of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

Section 2 – Requirements Applicable to Roof Replacement Work

Building Envelope Requirements (IECC 2015, Table C402.3)

- Roof Maximum U-Factors
  - Insulation entirely above deck – U-0.032
- Roof Minimum R-Values
  - Insulation entirely above deck – R-30

Massachusetts State Building Code (780 CMR Amendments)

- Dead loads on an existing roof may not increase by more than 5% due to a re-roofing project.
- If the additional dead loads exceed 5%, the structure must conform to current snow load requirements.
- Since a similar EPDM roofing system (and ballast in some locations) is being removed from the roof prior to roof replacement, the new roof system is not anticipated to increase the dead load on the roof by more than 5%.

Code of Federal Regulations Title 29 (29 CFR)

- Holes – each employee on walking/working surfaces shall be protected from falling through holes more than 6 feet above lower levels, by personal fall-arrest systems, covers, or guardrail systems erected around such holes.

Snow Drift Implications of Added Insulation (IECC 2015)

- 2015 IBC Code section 1608 pertains to current snow load requirements and requires use of ASCE 7. Increasing the insulation thickness on an existing roof requires the roof meet current Code requirements. The snow load requirements have snow drift loading requirements that, when calculated for the Herbert Clark Hoover School result in an potential area of overload extending 15 feet from the high wall sections of the roof.
- IECC Section C501.2 notes that this code shall not prevent the continued use and maintenance of an existing building lawfully in existence at the time of adoption of the code. Section C501.5 permits utilization of like materials for repairs, provided that hazards to life, health, or property are not created.
- IECC Section C503.1 states, Alterations shall not overload existing building systems and an exception to IECC requirements is provided for roof recovering projects. To prevent overloading of the existing building, existing insulation thickness will be maintained a distance of 15 feet from the high roof areas.

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Uniform State Plumbing Code 248 CMR 10.00

- Storm Drain leaders are sized based on roof area served. The roof is broken up into six areas, which are served by 2", 3" and 4" roof drains. These roof drain can respectively capture storm water from 720sqft, 2200sqft and 4600sqft of roof area per 248 CMR 10.0. The roof drain sizes installed suffice for the school's roof. The new roof drains will use the same outlet size as the existing ones.

Section 4 – Accessibility Requirements

Existing Building (3.3 MAAB 521 CMR)

- Requirements for an accessible entry, toilet, drinking fountain, and telephone (if pay phones are provided) will be triggered based on the estimated cost of the project. A proponent is required to provide these items if the cost of a renovation project exceeds $500,000.

- If the work costs less than $100,000, then only the work being performed is required to comply with 521 CMR.

- Exception: Whether performed alone or in combination with each other, the following types of alterations are not subject to 521 CMR 3.3.1, unless the cost of work exceeds $500,000 or unless work is being performed on the entrance or toilet room.
    - Curb cuts
    - Alteration work which is limited solely to electrical mechanical, or plumbing systems; to abatement of hazardous materials; or retrofit of automatic sprinklers and does not involve the alteration of any elements or spaces required to be accessible under 521 CMR. Where electrical outlets and controls are altered, they must comply with 521 CMR
    - Roof repair or replacement, window repair or replacement, repointing and masonry repair work
    - Work related to septic system repairs, site utilities and landscaping.

- If the cost of the project, and any additional renovations completed within 36 months of the project, exceeds 30% +of the full and fair cash value of the building, the entire building must be upgraded as required to meet 521 CMR requirements.

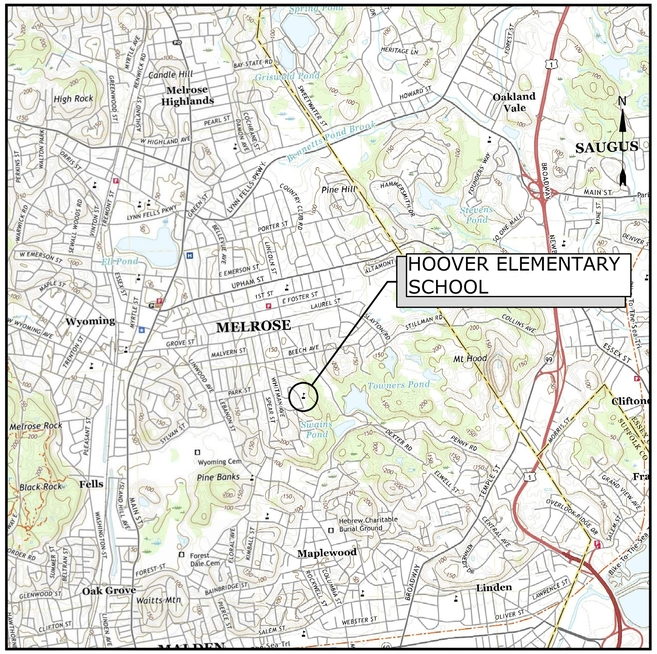
- The building currently complies with ADA/AAB requirements and accessibility upgrades will not be required as part of this project.

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HOOVER ELEMENTARY SCHOOL
MSBA ACCELERATED REPAIR PROGRAM
ROOF REPLACEMENT PROJECT
MELROSE, MASSACHUSETTS
JUNE 2022

LIST OF DRAWINGS	
	COVER
G-001	ROOF PHOTOGRAPHS
AD-101	ROOF DEMOLITION PLAN
A-101	ROOF REPLACEMENT PLAN
A-501	ROOF DETAILS - 1
A-502	ROOF DETAILS - 2
P-101	PLUMBING ROOF PLAN
H-101	HVAC ROOF PLAN
E-101	ELECTRICAL ROOF PLAN



LOCATION MAP
SCALE: 1" = 2000'

PROJECT TEAM:

OWNER
CITY OF MELROSE
562 MAIN STREET
MELROSE, MA 02176

OWNER'S PROJECT MANAGER
THE VERTEX COMPANIES, INC.
400 LIBBEY PARKWAY
WEYMOUTH, MA 02189

COST ESTIMATING
ELLANA, INC.
98 NORTH WASHINGTON STREET
SUITE 109
BOSTON, MA 02114

FUNDING
MASSACHUSETTS SCHOOL
BUILDING AUTHORITY
40 BROAD STREET, SUITE 500
BOSTON, MA 02109

ENGINEER
TIGHE & BOND
DESIGNER SERVICES, INC.
53 SOUTHAMPTON ROAD
WESTFIELD, MA 01085

PREPARED BY:
Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION
COMPLETE SET 9 SHEETS

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ROOF OVER MAIN BUILDING
NO SCALE
A
-



ROOF EQUIPMENT ON BALLAST ROOF
NO SCALE
B
-



EXISTING CHIMNEY
NO SCALE
C
-



ROOF ACCESS HATCH
NO SCALE
D
-



DRAIN ON LOWER ROOF
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E
-



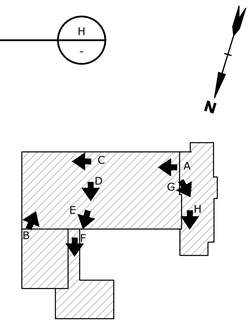
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F
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ROOF OVER LOWER BUILDING
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G
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ROOF OVER LOWER BUILDING
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HOOVER KEYPLAN
NO SCALE

LEGEND:

A PHOTOGRAPH LOCATION

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Hoover Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HOOVER - G-001.dwg
DRAWN BY:	AH
CHECKED:	MPW
APPROVED:	JPV

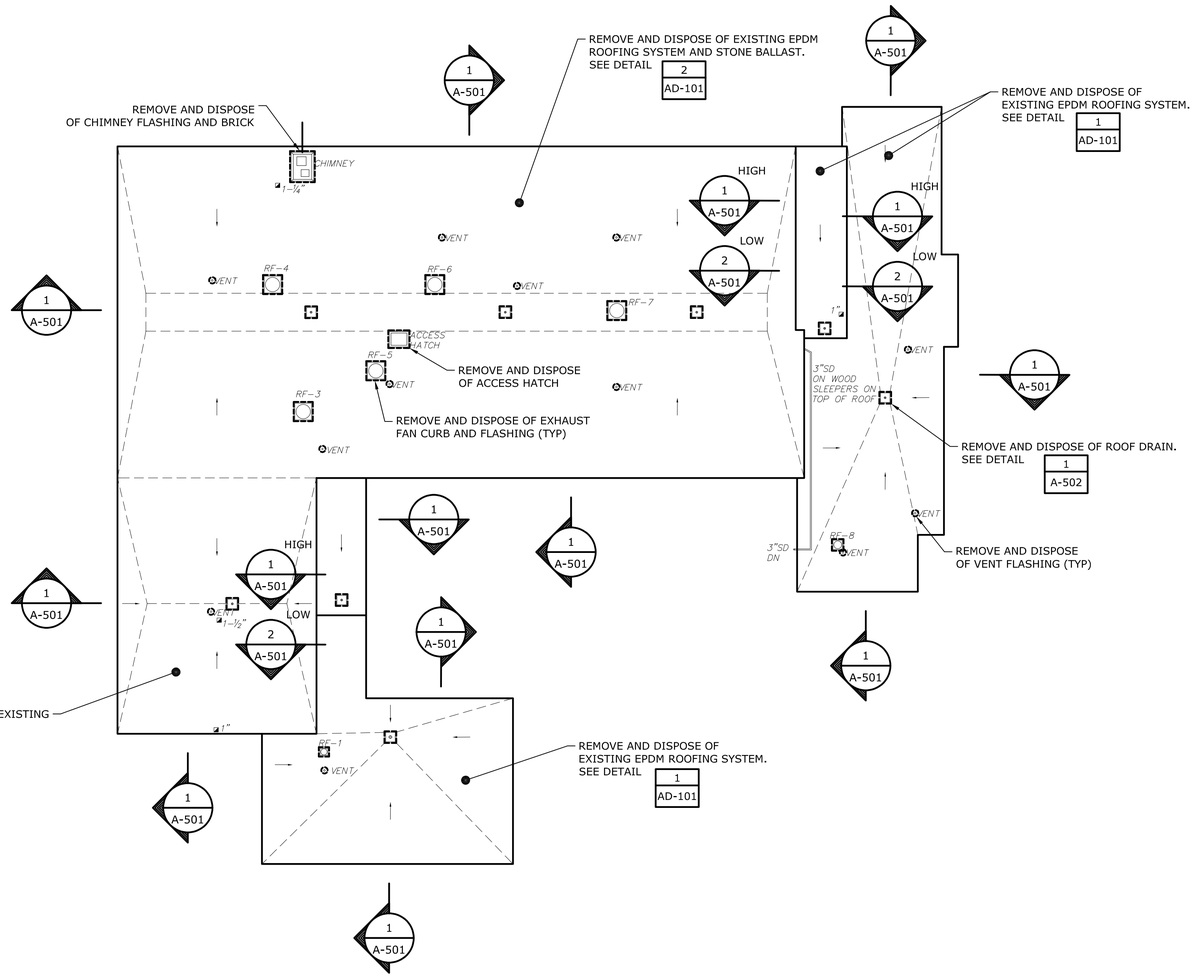
ROOF PHOTOGRAPHS

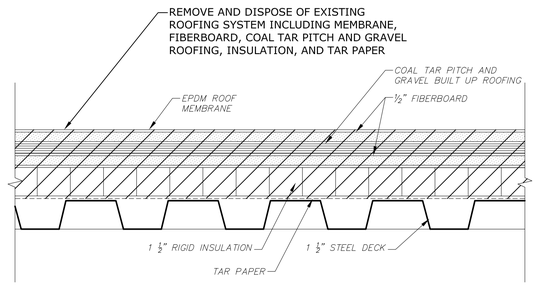
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G-001

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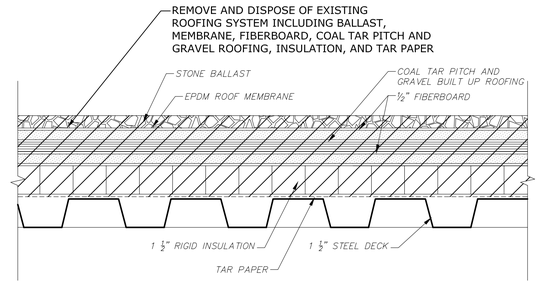
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TYPICAL EXISTING UNBALLASTED ROOF SECTION

DETAIL 1
3" = 1'-0" -



TYPICAL EXISTING BALLASTED ROOF SECTION

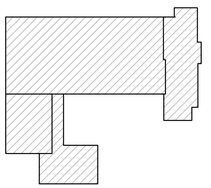
DETAIL 2
3" = 1'-0" -

LEGEND

- ROOF DRAIN
- EXISTING VENT PIPE PENETRATION
- EXISTING ROOFTOP EXHAUST FAN/DUCT WITH CURB
- EXISTING ROOFTOP EQUIPMENT ON SLEEPERS
- G GAS PIPE ON PIPE SUPPORT
- EXISTING GOOSENECK (INTAKE OR EXHAUST)
- EXISTING EXHAUST CAP OR AIR INTAKE
- EXISTING CAPPED CURB
- EXISTING INSULATION THICKNESS TEST CUT
- EXISTING CANOPY LINE
- EXISTING ROOF SLOPE LINE
- ITEM TO BE REMOVED/DEMOLISHED

NOTES:

1. REMOVE AND DISPOSE OF ALL EXISTING HVAC EQUIPMENT CURBS.
2. SEE SHEET H-101 FOR HVAC EQUIPMENT REQUIREMENTS.



HOOVER KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN NOT FOR CONSTRUCTION

Hoover Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HOOVER - AD-101.dwg
DRAWN BY:	AH
CHECKED:	MPW
APPROVED:	JPV

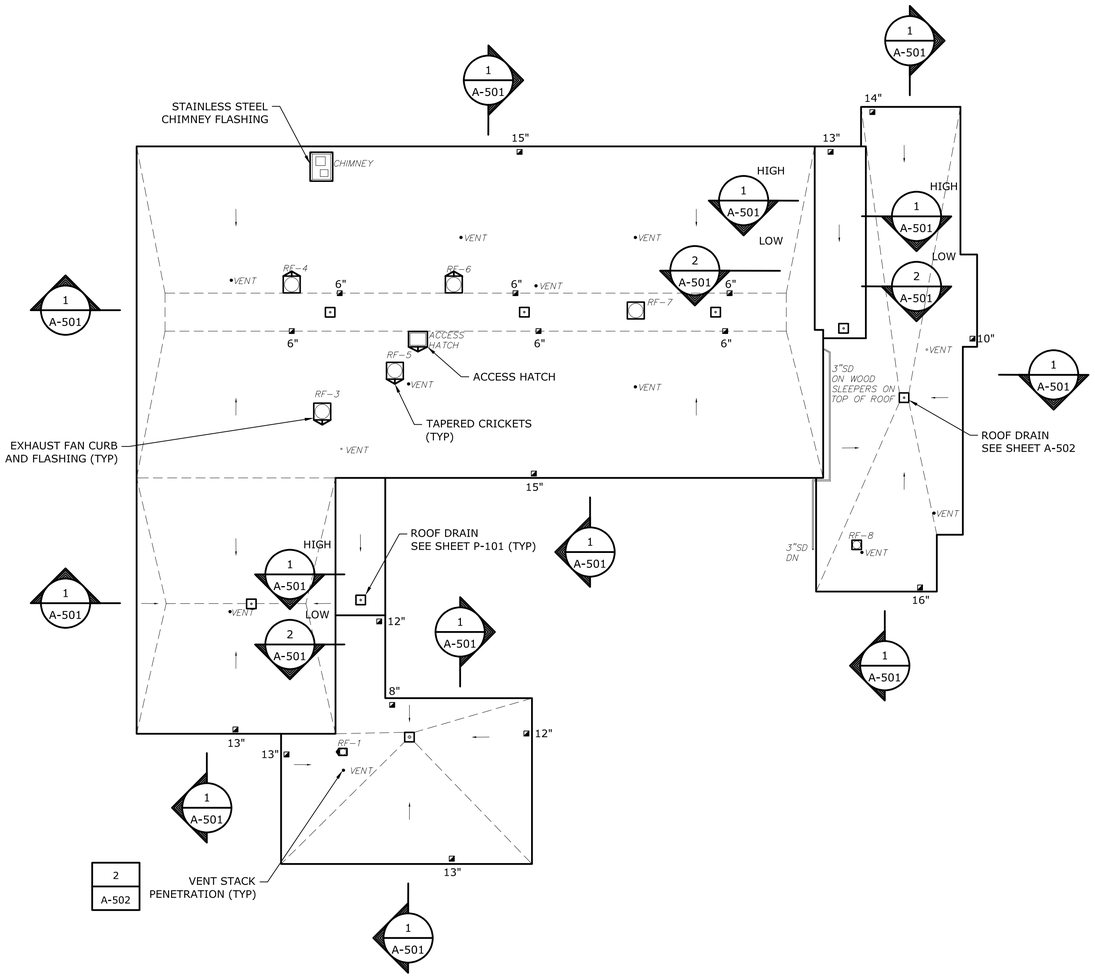
ROOF DEMOLITION PLAN

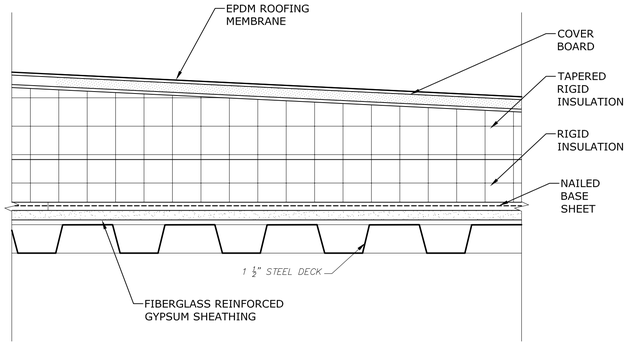
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AD-101

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TYPICAL PROPOSED ROOF SECTION

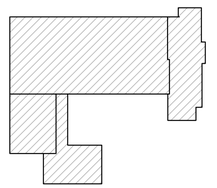
DETAIL	1
3" = 1'-0"	-

LEGEND

- ROOF DRAIN
- VENT PIPE PENETRATION
- ROOFTOP EXHAUST FAN/DUCT WITH CURB
- ROOFTOP EQUIPMENT ON SLEEPERS
- G GAS PIPE ON PIPE SUPPORT
- GOOSENECK (INTAKE OR EXHAUST)
- EXHAUST CAP OR AIR INTAKE
- APPROXIMATE INSULATION THICKNESS
- ROOF SLOPE LINE
- GUARDRAIL FOR FALL PROTECTION
- WALKPAD
- ROOF SLOPE DIRECTION

NOTES:

1. INSTALL NEW CURBING FOR ALL HVAC EQUIPMENT. NEW CURBS MUST BE MINIMUM 12" ABOVE NEW ROOFING. INSTALL NEW CRICKETS TO ENSURE PROPER DRAINAGE AT ALL ROOF CURBS.
2. ADJUST ELEVATION OF ROOF EDGES TO MATCH THE MAXIMUM INSULATION THICKNESS AT EACH ROOF DECK ELEVATION TO PROVIDE A LEVEL ROOF PERIMETER.
3. ROOF SLOPE TO BE 1/8" PER FOOT MINIMUM UNLESS NOTED OTHERWISE.



HOOVER KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Hoover Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HOOVER - A-101.dwg
DRAWN BY:	AH
CHECKED:	MPW
APPROVED:	FJH, JPV

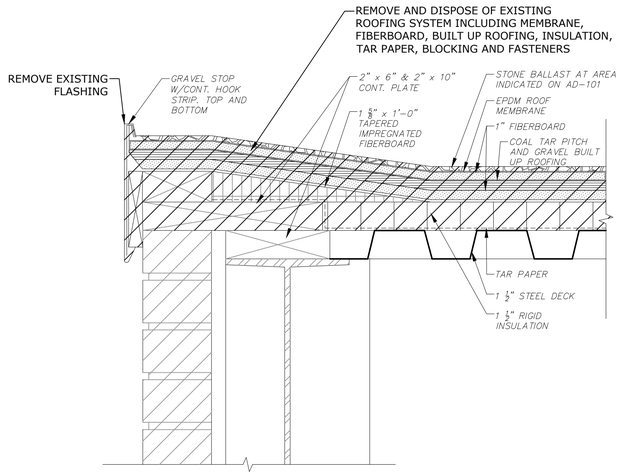
ROOF PLAN

SCALE: AS SHOWN

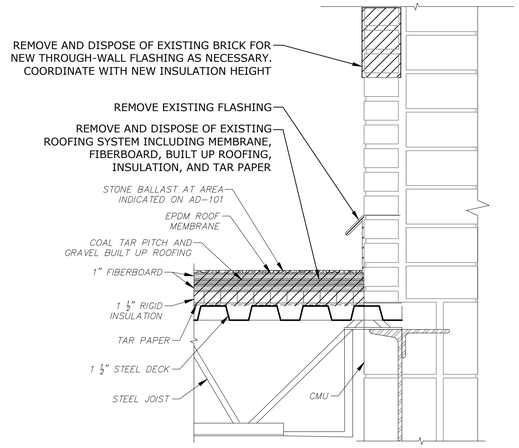
A-101

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

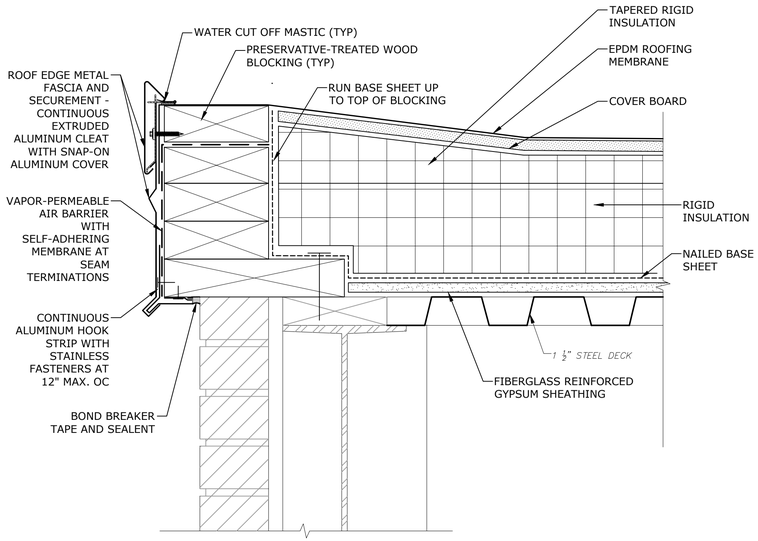
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Plotted: Jun 21, 2022 - 11:11pm By: AHoda
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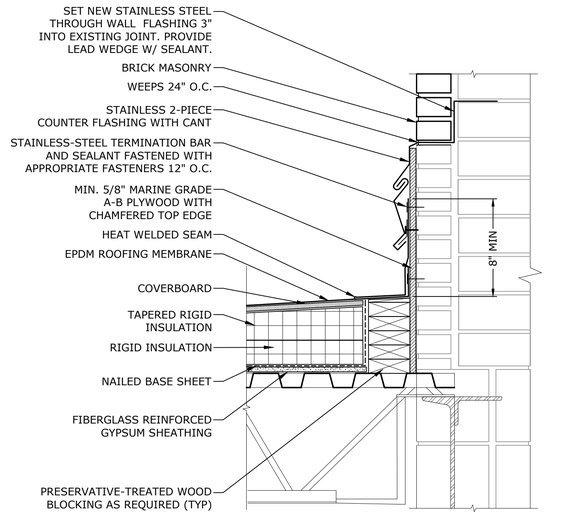
EXISTING



PROPOSED

ROOF EDGE DETAIL — 1 / -

3"=1'-0"



PROPOSED

ROOF TO WALL DETAIL — 2 / -

1-1/2" = 1'-0"

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Melrose, Massachusetts

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A	06/20/2022	SCHEMATIC DESIGN

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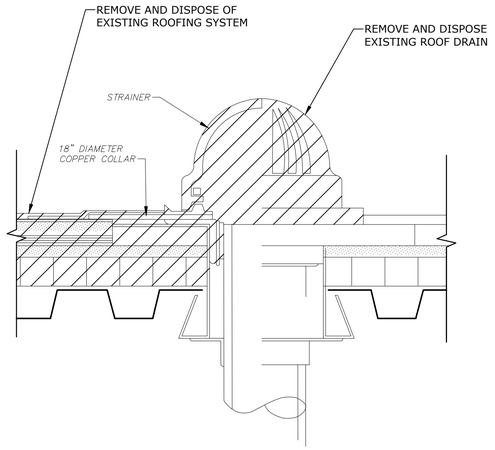
ROOF DETAILS - 1

SCALE: AS SHOWN

A-501

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
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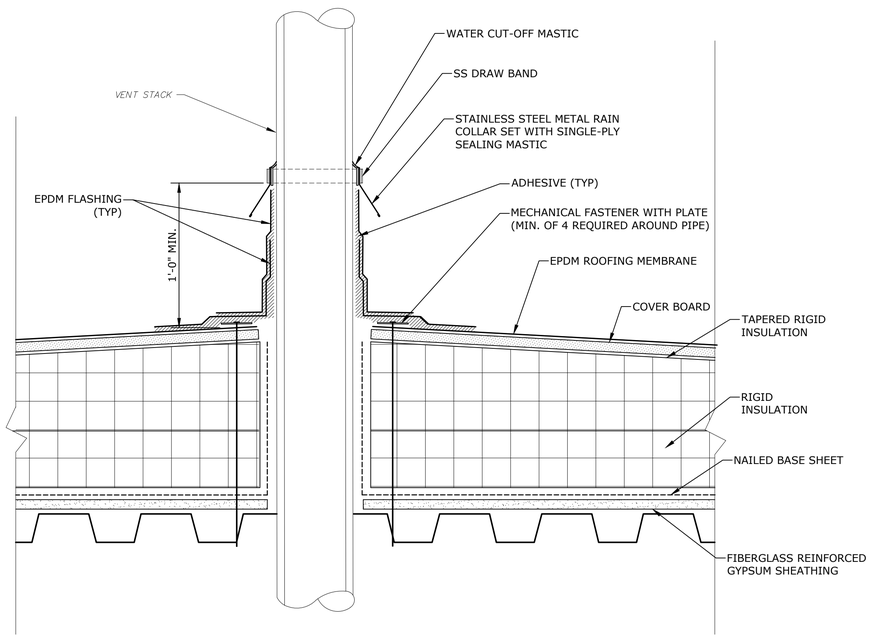
NOTES

1. SUMP MAY BE FIELD-FABRICATED FROM ½":12" TAPERED INSULATION OR PROVIDED AS A PREFABRICATED UNIT.

PROPOSED

ROOF DRAIN DETAIL 1 / -

3"=1'-0"



VENT STACK DETAIL 2 / -

3"=1'-0"

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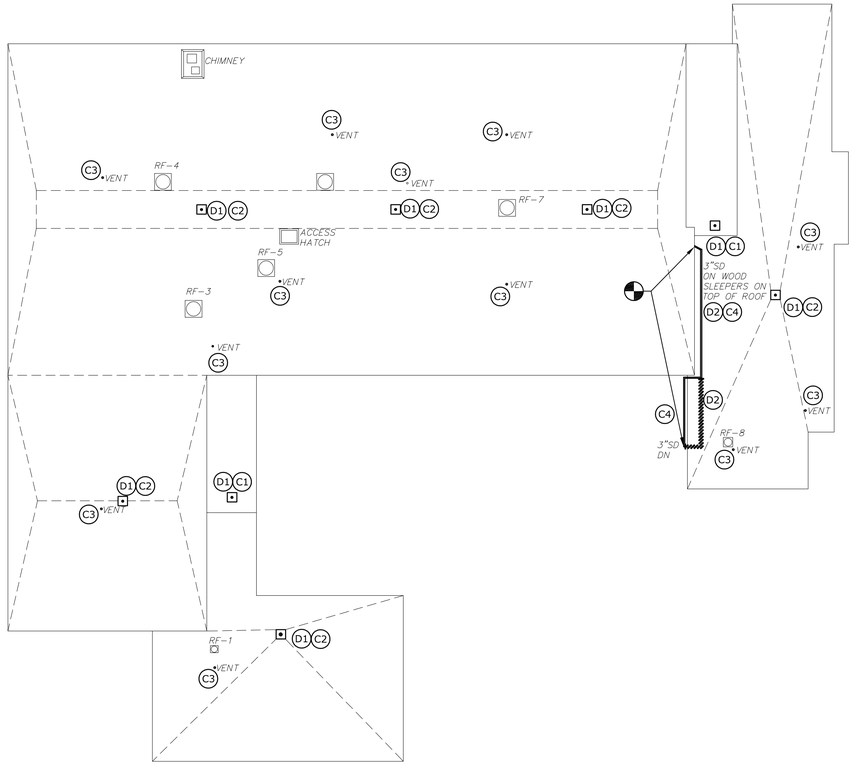
ROOF DETAILS - 2

SCALE: AS SHOWN

A-502

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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LEGEND

- ACCESS HATCH
- ROOF DRAIN
- VENT PIPE PENETRATION
- CONNECT TO EXISTING

DEMOLITION KEY NOTES

(D1) REMOVE EXISTING ROOF DRAINS. CUT AND CAP EXISTING DRAIN PIPING AWAY FROM DRAIN BODY WITHIN BUILDING. PREPARE FOR FUTURE CONNECTION. COORDINATE EXTENT OF DEMOLITION W/ ROOFING CONTRACTOR TO CONFIRM ADEQUATE CLEARANCE FOR NEW ROOFING INSTALLATION IS PROVIDED.

(D2) DEMOLISH RAIN LEADER AND SLEEPERS BACK TO WALL PENETRATION. DEMOLISH RAIN LEADER TOWARD GROUND AS REQUIRED TO CLEAR ROOF.

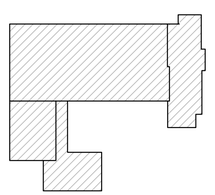
CONSTRUCTION KEY NOTES:

(C1) NEW ROOF DRAIN. PROVIDE NEW PIPING FROM DRAIN AND CONNECT TO EXISTING PIPING. INSULATE RD SUMP AND NEW SECTION OF STORM DRAIN PIPING WITH 1-INCH FIBERGLASS INSULATION WITH ASJ. INSULATION THERMAL CONDUCTIVITY TO BE 0.21-0.27 BTU-IN/(h-ft^2-°F). ROOF DRAIN OUTLET SIZE AND PIPE SIZE TO MATCH EXISTING. COORDINATE INSTALLATION WITH ROOFING CONTRACTOR.

(C2) NEW ROOF DRAIN. DRAIN TO MATCH OUTLET SIZE OF 4". CONNECT NEW PIPE TO EXISTING STORM DRAINAGE SYSTEM WITHIN THE BUILDING. INSULATE RD SUMP AND NEW SECTION OF STORM DRAIN PIPING WITH 1-INCH FIBERGLASS INSULATION WITH ASJ. INSULATION THERMAL CONDUCTIVITY TO BE 0.21-0.27 BTU-IN/(h-ft^2-°F). VERIFY TIE-IN LOCATION IN FIELD. COORDINATE WITH ROOFING CONTRACTOR AND G.C.

(C3) CONFIRM VENT SIZE IN FIELD. EXTEND VENT PIPE WITH SAME SIZE TO TERMINATE 24" ABOVE NEW ROOF.

(C4) PROVIDE NEW CI RAIN LEADER. CONNECT AT WALL PENETRATION, INSTALL WITH 1% PITCH ALONG NEW ROUTING SHOWN, ROUTE ABOVE DOOR TOWARD UNDERGROUND LEADER.



HOOVER KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

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City Of Melrose

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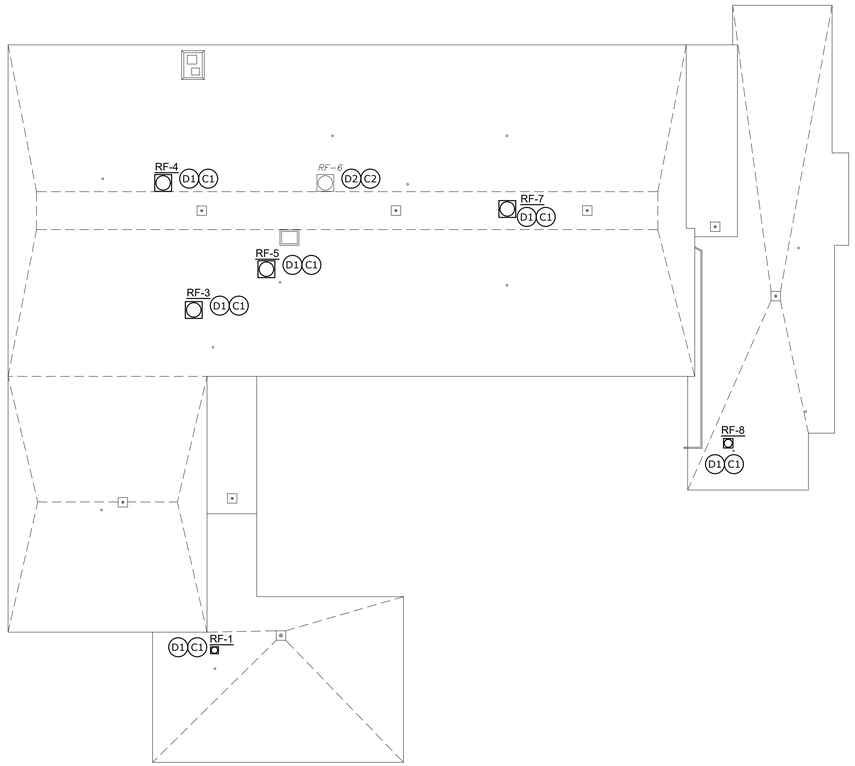
PLUMBING ROOF PLAN

SCALE: AS SHOWN

P-101

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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N

LEGEND

ACCESS HATCH

EXHAUST FAN

GENERAL NOTES

1. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH OTHER TRADES.
2. THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND WORK INCLUDED IN THE CONTRACT.
3. INSTALL EQUIPMENT AND SUPPORTS IN ACCORDANCE WITH ALL RELEVANT BUILDING CODES.
4. FIELD VERIFY QUANTITY OF MECHANICAL EQUIPMENT, AND SUPPORTS TO BE REMOVED.
5. PERFORM PRE-BALANCE TESTING OF ALL EXHAUST FANS PRIOR TO UNIT REMOVAL, RECORD AIRFLOWS FOR FINAL BALANCING EFFORTS. PROVIDE REPORT TO ENGINEER.
6. PROVIDE TEMPORARY CAPS FOR ALL DUCTWORK. NO DUCTWORK SHALL REMAIN OPEN AT ANY TIME.
7. DURING DEMOLITION, CONTROL WIRING IS TO BE DISCONNECTED AND PROTECTED FOR FUTURE USES/RECONNECTION.
8. PROVIDE NEW HVAC EQUIPMENT PER SCHEDULES. PROVIDE REQUIRED DUCTWORK TRANSITIONS FROM EXISTING DUCTWORK TO NEW FANS AS REQUIRED.
9. ALL MATERIALS, METHODS AND EQUIPMENT INSTALLED MUST BE IN COMPLIANCE WITH PROJECT SPECIFICATIONS AND APPLICABLE CODES.

GENERAL DEMOLITION NOTES

1. IT IS NOT THE INTENT OF THESE DOCUMENTS TO SHOW EVERY DEVICE, APPURTENANCE, PIPE, WIRE, OR CONDUIT TO BE REMOVED. HVAC EQUIPMENT, UNITS, AND SYSTEMS NOT BEING REUSED SHALL BE REMOVED IN THEIR ENTIRETY INCLUDING ASSOCIATED SUPPORTS.
2. PROPERLY DISPOSE OF DEMOLISHED EQUIPMENT IN COMPLIANCE WITH CODES, REGULATIONS, AND DEP STANDARDS. INVENTORY, SALVAGE AND TURN OVER OR DISPOSE OF EQUIPMENT AT DIRECTION OF OWNER.
3. ALL EXISTING SYSTEMS SHALL BE MADE FULLY OPERATIONAL, INCLUDING RECONNECTION TO SERVICES AND DUCTWORK.
4. EXISTING EQUIPMENT TO BE REMOVED AND RE-INSTALLED SHALL BE FIELD VERIFIED FOR QUANTITY AND CONDITION. KEEP AN ACCURATE RECORD OF STORED EQUIPMENT INCLUDING CONDITION.
5. SYSTEMS REQUIRED TO REMAIN IN OPERATION DURING DEMOLITION SHALL BE CAREFULLY PROTECTED FROM DAMAGE AND CONTAMINATION BY THE CONSTRUCTION PROCESS.

DRAWING DEMOLITION NOTES:

(D1) DISCONNECT, AND DEMOLISH EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. MEASURE AIRFLOW OF EXISTING FAN PRIOR TO UNIT REMOVAL.

(D2) DISCONNECT, REMOVE, AND STORE EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. EXISTING CURB TO REMAIN.

DRAWING CONSTRUCTION NOTES:

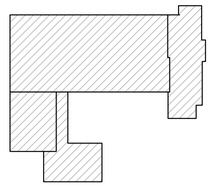
(C1) INSTALL NEW EXHAUST FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FANS TO EXISTING CONTROLS AND BALANCE SYSTEMS TO MATCH SCHEDULED OR EXISTING AIRFLOWS. IF SCHEDULED AND EXISTING AIRFLOWS DIFFER, COORDINATE BALANCING VALUES WITH ENGINEER.

(C2) RE-INSTALL REMOVED FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FAN TO EXISTING CONTROLS AND BALANCE SYSTEMS TO MATCH SCHEDULED OR EXISTING AIRFLOWS.

FAN SCHEDULE

UNIT NO.	LOCATION	SERVING	MANUFACTURER	TYPE	MODEL	CFM	ESP (IN W.C.)	RPM	BHP [W]	MHP	SPEED CONTROL	ELECTRICAL			REMARKS
												VOLTS	PH	FLA	
RF-1	ROOF	KINDERGARTEN	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	101C17DEC	620	¼	1312	[60]	¼	EC	115	1	0.5	[1][2][3][4][5][6]
FAN 2	*KITCHEN*	*KITCHEN*		*INLINE FAN*	*B-12*	*700*	*¼*	*1140*	–	*¼*	–	*208*	*1*	–	*[9]*
RF-3	ROOF	2ND FLOOR CLASSROOMS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	165C17D(VF)	2000	⅜	892	0.25	½	EC	115	1	4.1	[1][2][3][4][5][6]
RF-4	ROOF	ALL PURPOSE ROOM	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	210C17D(VF)	2500	⅜	597	0.28	½	EC	115	1	4.3	[1][2][3][4][5][6]
RF-5	ROOF	1SR AND 2ND FLOOR TOILETS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	150C17D(VF)	1500	⅜	921	0.17	¼	EC	115	1	3.2	[1][2][3][4][5][6]
RF-6	*ROOF*	*1ST FLOOR CLASSROOMS*	*USA VENTILATION SYSTEMS LLC*	*DOWNBLAST CENTRIFUGAL, BELT DRIVEN FAN W BDD AND DS*	*DB24RH3S*	*3640*	*½*	*610*	–	*¾*	–	*208*	*3*	–	[7][8]
RF-7	ROOF	2ND FLOOR CLASSROOMS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	165C17D(VF)	2000	⅜	892	0.25	½	EC	115	1	4.1	[1][2][3][4][5][6]
RF-8	ROOF	TEACHERS	LOREN COOK	DOWNBLAST CENTRIFUGAL, DIRECT DRIVE FAN W BDD, DS AND EC MOTOR	LCRF-100	375	¼	1256	0.05	⅛	EC	115	1	1.9	[1][2][3][4][5][6]

SCHEDULE NOTES:
[1] DEMOLISH AND REPLACE.
[2] FURNISH NEW ROOF CURBS (INSTALLED BY GC) WITH NEW FANS. CONFIRM ROOF OPENING, PROVIDE TRANSITION CURBS AS REQUIRED. CURB EDGE MINIMUM 12" ABOVE NEW ROOFING.
[3] PROVIDE ELECTRONICALLY COMMUTATED MOTORS (ECMS) AND MOTOR MOUNTED SPEED CONTROLS FOR BALANCING.
[4] PROVIDE FACTORY MOUNTED NEMA 3 DISCONNECT SWITCH.
[5] PROVIDE HINGED CURB BASE.
[6] PROVIDE WITH BAROMETRIC BACKDRAFT DAMPERS.
[7] REMOVE, RETAIN, AND RE-INSTALL.
[8] REUSE EXISTING CURB AND BLOCKING FOR RETAINED FAN. CURB EDGE MUST BE MINIMUM 12" ABOVE NEW ROOFING, PROVIDE CURB ADAPTER AND/OR CURB EXTENSION AS REQUIRED.
[9] EXISTING, NOT IN SCOPE.



HOOVER KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

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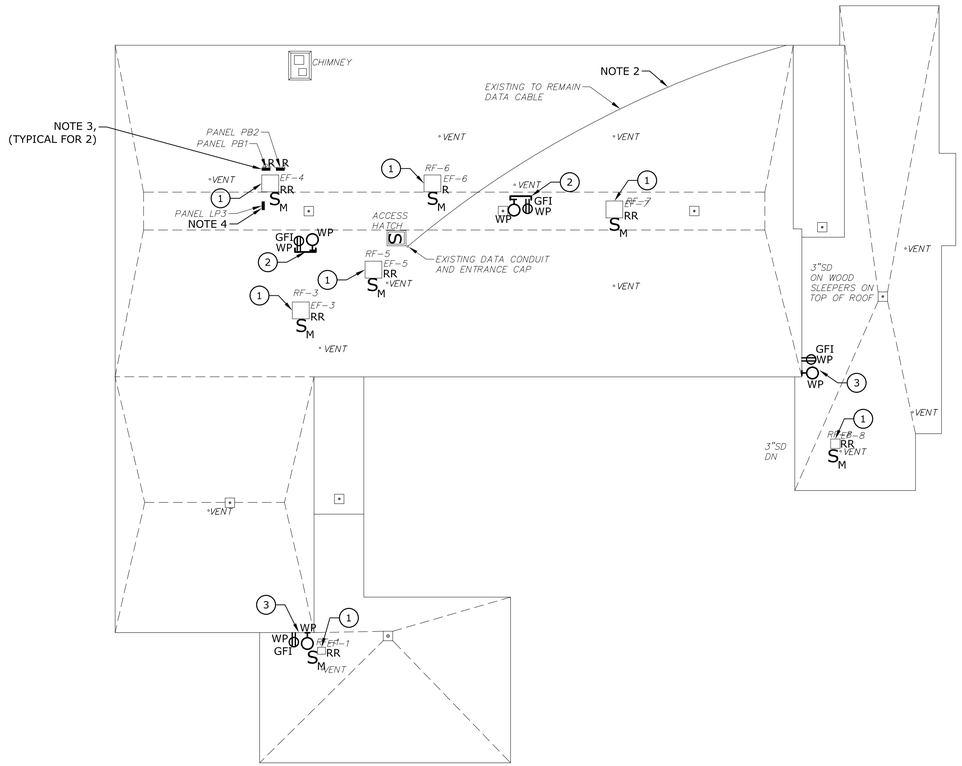
HVAC ROOF PLAN

SCALE: AS SHOWN

H-101

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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ELECTRICAL ROOF PLAN
1/16" = 1'0"

DEMOLITION LEGEND

"RR" EXISTING DEVICE TO BE REMOVED. EXISTING BRANCH CIRCUIT, WIRING AND CONDUIT SHALL BE UTILIZED FOR NEW EQUIPMENT IN EXACT LOCATION. MODIFY AND EXTEND WIRE AND CONDUIT AS REQUIRED. SEE GENERAL DEMO NOTES FOR ADDITIONAL INFORMATION.

"R" EXISTING DEVICE TO REMAIN ACTIVE AS-IS. SEE GENERAL DEMO NOTES FOR ADDITIONAL INFORMATION.

RECEPTACLES

MOUNTED AT 18" AFF UNLESS OTHERWISE NOTED.
NUMBERS/LETTERS SHOWN BESIDE RECEPTACLES SHALL INDICATED THE FOLLOWING:
"GFI" INDICATES INTEGRAL GROUND FAULT INTERRUPTER.
"2" (NUMBER OR PANELBOARD NAME AND NUMBER) INDICATES POWER CIRCUIT NUMBER.

DUPLEX RECEPTACLE.

POWER DISTRIBUTION EQUIPMENT

PANELBOARD, SURFACE MOUNTED

S M LOCKABLE MOTOR RATED TOGGLE SWITCH.
NUMBER OF POLES AS REQUIRED BY LOAD.

GENERAL NOTES

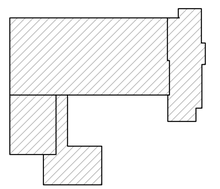
1. DISCONNECT AND MAKE SAFE THE EXISTING MECHANICAL EQUIPMENT FOR REMOVAL BY HVAC CONTRACTOR. THE EXISTING FEEDER SHALL BE DE-ENERGIZED AND LOCKED OUT FOR THE DURATION OF THE NEW ROOF WORK. RECONNECT EXISTING FEEDER TO EXISTING AND NEW MECHANICAL EQUIPMENT UPON THE RE-INSTALLATION BY HVAC CONTRACTOR. MODIFY AND EXTEND CONDUIT AND WIRE AS REQUIRED.
2. ALL CONDUIT AND CABLE RUNS ACROSS ROOF SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF ROOF (IF REMOVAL IS NOT ACCEPTABLE SECURE AND MAKE SAFE) UNLESS CONDUITS AND WIRE HAVE BEEN ABANDONED IN WHICH CASE THEY SHALL BE REMOVED PERMANENTLY. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CIRCUITING TO ROOF TOP EQUIPMENT.
3. PANELBOARDS SHOWN ARE LOCATED ON FIRST FLOOR.
4. PANELBOARD SHOWN ARE LOCATED ON SECOND FLOOR.
5. BOLD TEXT AND LINES INDICATE PROPOSED WORK, LIGHT TEXT AND LINES INDICATE APPROXIMATE EXISTING CONDITIONS.
6. PROVIDE TEMPORARY POWER AND EQUIPMENT AS REQUIRED TO KEEP SYSTEMS OPERATIONAL, SEE 23 09 93 FOR SEQUENCING AND SCHEDULING.
7. THE LOCATIONS OF EXISTING UTILITIES AND EQUIPMENT ARE APPROXIMATE. DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES AND STRUCTURES BEFORE COMMENCING WORK. BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES AND STRUCTURES.
8. PREVENT DUST FROM BECOMING A NUISANCE OR HAZARD. CONTROL DUST DURING AND AFTER CONSTRUCTION.

GENERAL DEMOLITION NOTES

1. DEMOLITION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DISCONNECT AND MAKE SAFE BRANCH CIRCUITS, FEEDERS, AS REQUIRED TO ACCOMPLISH THE NEW WORK AS SHOWN OR REASONABLY IMPLIED. THE CONTRACTOR SHALL REFER TO MECHANICAL DRAWINGS OF THIS SET TO DETERMINE THE EXTENT OF THE DEMOLITION WORK REQUIRED.
2. BRANCH CIRCUITS SERVING EXISTING DEVICES TO REMAIN AND EXISTING DEVICES TO BE REMOVED SHALL BE MAINTAINED AND RECONNECTED AS REQUIRED AFTER REMOVAL OF THE EXISTING DEVICES, AS NECESSARY TO ACCOMMODATE THE ALTERATIONS.
3. COORDINATE WITH THE ENGINEER, GENERAL, AND MECHANICAL CONTRACTORS FOR EXISTING EQUIPMENT TO BE DISCONNECTED AND REINSTALLED.
4. THE CONTRACTOR SHALL REMOVE ALL WIRING/CABLING NO LONGER IN USE FROM EXISTING CONDUITS. CONDUITS NO LONGER IN USE SHALL BE CUT BACK AS REQUIRED AND CAPPED.
5. REFER TO SPECIFICATIONS FOR ADDITIONAL DEMOLITION CRITERIA.
6. CONTRACTOR SHALL ASSUME MATERIALS TO BE DEMOLISHED ARE POSITIVE FOR HAZARDOUS MATERIALS AND DISPOSE OF AS NECESSARY IN ACCORDANCE WITH APPLICABLE REGULATIONS. REFER TO SPECIFICATIONS FOR MORE DETAILS.
7. OWNER RETAINS RIGHT OF FIRST REFUSAL FOR ALL ITEMS TO BE REMOVED OR DEMOLISHED. CONTRACTOR SHALL TAKE REASONABLE CARE TO AVOID DAMAGE TO ITEMS TO BE RETAINED BY OWNER. NO ADDITIONAL CHARGE WILL BE ALLOWED FOR REMOVAL OF SALVAGEABLE ITEMS.
8. PROPERLY DISPOSE OF DEMOLISHED EQUIPMENT IN COMPLIANCE WITH CODES, REGULATIONS, AND DEEP STANDARDS.

ELECTRICAL KEY NOTES

1. DISCONNECT EXISTING EQUIPMENT. SECURE CONDUCTORS AND MAKE SAFE FOR ROOF INSTALLATION. LOCK OUT TAG OUT CIRCUIT AT LOCAL OVERCURRENT PROTECTION DEVICE. RECONNECT TO REINSTALLED OR NEW EQUIPMENT. SEE GENERAL NOTE 1. REFER TO HVAC DRAWINGS FOR DETAILS.
2. ROOF TOP WEATHERPROOF GFI RECEPTACLES AND LIGHTS SHALL BE MOUNTED ON ¾" RIGID CONDUIT 18"AFF. LUMINAIRE SHALL BE MOUNTED 6'AFF.
3. ROOF TOP WEATHERPROOF GFI RECEPTACLES, SWITCH AND LIGHTS SHALL BE MOUNTED TO EXTERIOR WALL. GFI SHALL BE MOUNTED 18"AFF, LUMINAIRE SHALL BE MOUNTED 6'AFF.



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0 8' 16' 32'
SCALE: 1/16"=1'-0"

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APPROVED:	FJH, JPV

ELECTRICAL ROOF PLAN

SCALE: AS SHOWN

E-101

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Last Saved: 6/16/2022
Plotted: Jun 21, 2022 - 9:59am By: AMeda
Tighe & Bond: J:\M1215\026) Melrose\Drawings_Figures\AutoCAD\Hoover Elementary School\Sheet\M1215-026-HOOVER - E-101.dwg

MSBA Accelerated Repair Program
Horace Mann Elementary School
Hoover Elementary School
Roof Replacement project
Melrose, MA

Schematic Design Estimate
June 27, 2022

Tighe & Bond

ELLANA Construction Cost Consultants

198 North Washington St, #109, Boston MA 02114

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Roof Replacement project

DOCUMENTATION

This estimate was prepared from the following information:

Schematic Design Drawings provided by Tighe & Bond design team, dated June 20, 2022

BASIS FOR PRICING

This estimate reflects the current construction value for the construction of this project and should not be construed as a prediction of a low bid. Prices are based on local prevailing wage construction costs at the time the estimate was prepared.

PROJECT OUTLINE

The project consists of roof replacement at Horace Mann Elementary School and Hoover Elementary School in Melrose, MA.

QUALIFICATIONS

Owner costs and fees are excluded

ITEMS NOT CONSIDERED IN THIS ESTIMATE

Items not included in this estimate are:

- Overtime outside industry standard
- Work outside normal hours of operation
- Preconstruction fees
- Utility Company Charges or Hook-up fees have been excluded
- No permits or special fees have been included
- Third party commissioning costs.
- Owner supplied and/or installed items (e.g.. Draperies, furniture and equipment)
- Loose Furniture and Equipment
- Owner Supplied and Installed Furniture, Fixtures and Equipment
- Relocation / move costs
- Air Quality monitoring / Vibration monitoring
- Loose technology equipment (i.e. Computers, Printers, Etc.)
- The estimate assumes all long-lead items can be pre-purchased to meet schedule requirements.
- The estimate is based on the premise that the design will meet all codes, laws, ordinances, rules, and regulations in effect at the time that the estimate was prepared. The estimate shall be adjusted should any discrepancies between design and the aforementioned codes, laws or ordinances result in, or require, an increase in the Cost 'of the Work
- Items identified in the design as Not In Contract (NIC)
- Builder's Risk insurance, terrorist insurance and other Owner insurances

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ELLANA Construction Cost Consultants

Roof Replacement project

June 27, 2022

Hoover Elementary School

Melrose, MA

Schematic Design Estimate

				17,714 GSF
			Cost / SF	
02	Existing Conditions		340,899	19.24	25.5%
04	Masonry		16,200	0.91	1.2%
05	Metals		157,086	8.87	11.7%
06	Wood, Plastics, and Composites		28,464	1.61	2.1%
07	Thermal & Moisture Protection		654,165	36.93	48.9%
22	Plumbing		32,685	1.85	2.4%
23	HVAC		63,526	3.59	4.8%
26	Electrical		44,124	2.49	3.3%
TOTAL DIRECT COST			**1,337,148**	**75.49**	**100%**
Design Contingency		15.00%	200,572	11.32	
General Conditions and General Requirements		11.50%	176,838	9.98	
Permits and fees		excluded	-	-	
Contractor's OH&P		5.00%	76,886	4.34	
Escalation (midpoint 2Q 2023)		5.00%	89,572	5.06	
Construction Contingency		excluded	-	-	
TOTAL ESTIMATED CONSTRUCTION COST			**1,881,016**	**106.19**	

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ELLANA Construction Cost Consultants

Roof Replacement project
Melrose, MA
Schematic Design Estimate

6/27/2022

Hoover Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
1	**02**	**Existing Conditions**						
2	024100	*Selective Demolition*						
3		*Roof Demolition*						
4		Remove and disposed of existing roof - see Hazardous Materials Assessment	17,714	sf		Included		
5		Premium remove original tar & gravel roof system	13,450	sf	4.50	60,525		
6		Roof drain remove	7	ea		with plumbing		
7		Remove and dispose of access hatch	1	ea	450.00	450		
8		Existing insulation thickness test cut	4	ea	150.00	600		
9		Remove and dispose of all exiting exhaust fence curb and flashing	104	lf	18.00	1,872		
10		Remove and dispose of chimney flashing	24	lf	6.50	156		
11		Remove and dispose of vent flashing	10	ea	40.00	400		
12		Cutting and patching	1	ls	3,500.00	3,500		
13		Dispose, cart away	1	ls	4,400.00	4,400		
14		Temporary roof protection	17,714	sf	1.20	21,257		
15		Dust control	1	ls	6,200.00	6,200		
16		Allowance for overhead protection building entrance below.	120	sf	20.00	2,400		
17								
18	026000	*Hazardous Materials Assessment*						
19		ACM & PCB Abatement of roof	17,714	sf	13.50	239,139		
20								
21		**Subtotal: Existing Conditions**					**$ 340,899**	
22								
23	**04**	**Masonry**						
24	041000	*Masonry Units*						
25		Masonry work associated with installing thru-wall flashing	216	lf	75.00	16,200		
26								
27		**Subtotal: Masonry**					**$ 16,200**	
28								
29	**05**	**Metals**						
30	051000	*Structural Steel Framing*						
31		Structural improvements	1	ls	150,000.00	150,000		
32	053000	*Metal Decking*						
33		Roof deck replacement at Roof B1 damaged areas, assumed 5% of roof area	886	sf	8.00	7,086		
34								
35		**Subtotal: Metals**					**$ 157,086**	
36								
37	**06**	**Wood, Plastics, and Composites**						
38	061600	*Rough Carpentry*						
39		Install new curbing for all HAVC equipment 12" above new roof	94	lf	48.00	4,512		
40		New 3x Pressure treated blocking at roof edge	998	lf	24.00	23,952		
41								
42		**Subtotal: Wood, Plastics, and Composites**					**$ 28,464**	
43								

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ELLANA Construction Cost Consultants

Roof Replacement project
Melrose, MA
Schematic Design Estimate

6/27/2022

Hoover Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
44	**07**	**Thermal & Moisture Protection**						
45	075000	*Membrane Roofing*						
46		*New Construction*						
47		90 mil EDPM roofing system; 30 year warranty	17,714	sf	30.00	531,420		
48		Tapered crickets	4	ea	80.00	320		
49		New walkway pad, assumed 10% of roof area	1,771	sf	6.50	11,514		
50								
51	076500	*Flashing and Sheet Metal*						
52		Roof edge metal fascia and securement, continuous extruded aluminum cleat, continuous aluminum hook strip with stainless fasteners	998	lf	49.00	48,902		
53		Snap-on aluminum cover	998	lf	38.00	37,924		
54		New flashing at HAVC equipment curbing	94	lf	14.00	1,316		
55		Stainless steel chimney flashing	20	lf	32.00	640		
56		Access hatch flashing	16	lf	18.00	288		
57		Vents pipe flashing	12	ea	85.00	1,020		
58		Roof drain flashing	8	ea	350.00	2,800		
59		Wall and roof flashing	216	lf	18.00	3,888		
60		Misc. roof flashing	1	al	2,000.00	2,000		
61								
62	077100	*Roof Specialties*						
63		Access hatch	1	ea	4,250.00	4,250		
64								
65	079100	*Joint Sealants*						
66		Exterior caulking and sealants at all roof penetrations	17,714	sf	0.45	7,883		
67								
68		**Subtotal: Thermal & Moisture Protection**					**$ 654,165**	
69								
70	**22**	**Plumbing**						
71		Demolition						
72		Roof drains	8	ea	332.10	2,657		
73		New						
74		Sanitary vent system						
75		Extend vent piping to 24"	12	ea	570.00	6,840		
76								
77		Roof drainage system						
78		Roof drain including new piping/insulation and tie-in to existing, Allowance	8	ea	1,648.50	13,188		Assume 4" drains
79								
80		Materials supply and bidding/market conditions allowance	1	ls	5,000.00	5,000		
81		Supervision/PM	1	ls	5,000.00	5,000		
82								
83								
84		**Subtotal: Plumbing**					**$ 32,685**	
85								

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Roof Replacement project
Melrose, MA
Schematic Design Estimate

6/27/2022

Hoover Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
86	**23**	**HVAC**						
87		Demolition						
88		Disconnect mechanical piping and ductwork from units and remove and store units for reinstallation, Allowance	15	ea	934.00	14,010		
89		Remove obsolete equipment, Allowance	1	ls	4,000.00	4,000		Quantity/type not indicated
90								
91		New						
92		Re-set units and extend mechanical piping and ductwork	15	ea	1,401.04	21,016		
93								
94		Miscellaneous to include seismic controls and testing/start-up	1	ls	3,500.00	3,500		
95		Materials supply and bidding/market conditions allowance	1	ls	15,000.00	15,000		
96								
97		Supervision/PM	1	ls	6,000.00	6,000		
98								
99		**Subtotal: HVAC**					**$ 63,526**	
100	**26**	**Electrical**						
101		Demolition						
102		Antenna, to be reinstalled	3	ea	300.00	900		
103		Conduit/wire, lighting	364	lf	11.64	4,237		
104		Electrical fixture, disconnect only, Allowance	11	ea	200.00	2,200		Fixture' description not provided
105								
106		New						
107		Lighting system						
108		Conduit/wire	364	lf	25.24	9,187		
109								
110		Miscellaneous						
111		Antenna, install previously removed	3	ea	450.00	1,350		
112		Electrical fixture, reconnect, Allowance	11	ea	250.00	2,750		
113								
114		Miscellaneous to include seismic controls and testing/start-up	1	ls	500.00	500		
115		Materials supply, small job premium and bidding/market conditions allowance	1	ls	20,000.00	20,000		
116								
117		Supervision/PM	1	ls	3,000.00	3,000		
118								
119		**Subtotal: Electrical**					**$ 44,124**	
120								

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HERBERT CLARK HOOVER ELEMENTARY SCHOOL
MELROSE, MA
PRE-RENOVATION HBMA SERVICES

TO: Denise M. Gaffey – Directory and City Planner – City of Melrose

FROM: Frank Rodrigues – Tighe & Bond

COPY: Matthew Wzorek – Tighe & Bond

DATE: June 8, 2022

Tighe & Bond Inc., (Tighe & Bond) has prepared the following technical memorandum to summarize the Hazardous Building Material Assessment (HBMA) conducted at the Herbert Clark Hoover Elementary School. (the "Site"). A facility improvement project, which includes full replacement of the existing roof is currently proposed for the school building. The current roof systems consists of a rubber membrane roof system over a tar and gravel/built up roof applied onto a metal roof deck. The HBMA was limited to the roof area being proposed for renovation impact and did not include the roof of the modular classroom section of the school. As required by state and federal regulations, characterization of various waste streams generated during construction projects must be completed to ensure their proper management.

The Assessment included a visual observation and bulk sampling of suspect hazardous building materials (asbestos, painted/coated building materials), and a visual inventory of other hazardous/regulated wastes (i.e., mercury-containing equipment, refrigerants, PCB-containing equipment, etc.). The HBMA was performed to support the proposed facility improvement project and to address/prepare budgets for management of environmentally related building materials.

Tighe & Bond's assessment and report are subject to the HBMA Limitations provided as Appendix A. The Assessment was performed on May 20, 2022, by Tighe & Bond's Massachusetts licensed asbestos inspector, Francisco J. Rodrigues, (#AI040131). Mr. Rodrigues' inspector license and certification are included as Appendix B of this report.

1 Hazardous Building Materials Assessment

1.1 Asbestos-Containing Building Materials

Prior to any type of building renovation or demolition, a thorough investigation is required to identify and quantify asbestos containing materials (ACM) which may be impacted by the demolition or renovation activities. The survey is required by the United States Environmental Protection Agency (EPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulations (Title 40 CFR, Part 61, Subpart M); Massachusetts Department of Environmental Protection (MassDEP) regulations (310 CMR 7.15); Massachusetts Department of Labor Standards (MADLS) regulations, (454 CMR 28.00); as well as applicable portions of the Occupational Safety and Health Administration (OSHA) asbestos in construction regulations (CFR 1926.1101).

The asbestos assessment was limited to accessible areas of the roof and roof top equipment to determine the presence or absence of suspect ACM that have potential for disturbance

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during the proposed renovation activities and would be subject to abatement prior to roof replacement.

Suspect materials were divided into "homogeneous materials", building materials which were determined by the inspector to be homogeneous based on their color, texture, and age. A number of bulk samples of suspect ACM from each homogenous group of materials were collected in general accordance with standards described in the Environmental Protection Agency (EPA) Asbestos Hazard and Emergency Response Act (AHERA) Regulations for schools. AHERA sampling protocols are only recommended for use by MassDEP and EPA as they do not regulate bulk sampling standards.

Bulk samples were collected and submitted to Aerobiology Laboratories Associates Inc., (Aerobiology) of Woburn, Massachusetts for analysis via Polarized Light Microscopy with Dispersion Staining (PLM/DS) in accordance with the EPA/600/R-93/116 Method. ProScience is a Massachusetts licensed and American Industrial Hygiene Association (AIHA)-accredited asbestos laboratory.

Suspect materials identified and sampled are included as inventory tables in Appendix C. The tables describes material locations, sample numbers, quantities, condition, analytical results, and specific comments relative to our findings. The asbestos laboratory report is included in Appendix D.

The MassDEP defines a material that contains greater than or equal to one percent (≥1%) asbestos utilizing PLM/DS, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos. Materials containing less than one percent (<1%) asbestos are regulated to a degree by OSHA related to work practices, worker exposure, and waste containerization and in Massachusetts, materials containing <1% asbestos are considered asbestos-containing waste material (ACWM) and must be packaged and disposed of as ACWM in accordance with 310 CMR 7.15.

A total of five homogeneous areas were identified during the inspection and 14 samples of suspect ACM were collected. The tar and gravel/built up roof system located under the rubber membrane roof system was determined to contain <1% asbestos and therefore classified as an ACWM.

Samples of other suspect ACM collected during the survey, were determined to be non-asbestos containing. Refer to Appendix C for a list of each suspect material identified and sampled.

Other suspect materials encountered during any renovation activities that are not identified in this report as being non-ACM should be assumed to be ACM until sample collection and laboratory analysis indicate otherwise.

The tar and gravel/built up roof identified at the Hoover School must be managed and disposed of as an ACM.

The ACMs identified at the Hoover School should be removed by a licensed asbestos abatement contractor, utilizing trained and licensed personnel prior to renovation, demolition or any activity that has the potential to disturb these materials. Tighe & Bond recommends the creation of a project specific asbestos abatement scope of work or technical specification for the removal of ACWM. The specification must be developed by a Massachusetts licensed asbestos project designer, and it should address such important issues as regulatory requirements, notification procedures, insurance considerations, air sampling needs and other pertinent information. Abatement activities must be subject to a passing post abatement visual inspection by an asbestos monitoring firm not affiliated with the abatement contractor.

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The same firm typically collects, analyzes and reports the State required post abatement clearance air samples.

1.2 Universal Waste and Other Regulated Building Waste

Tighe & Bond performed a visual inspection of the proposed renovation areas to identify hazardous materials, universal waste materials or other regulated wastes that have the potential for disturbance during the roof replacement project. No regulated wastes were identified.

1.3 Lead Based Paint (LBP)

Paint chip sampling was performed to identify lead paint concentrations in those painted components likely subject to impact by renovations. Specifically, one sample was collected from the fascia board which is scheduled to be replaced.

The OSHA 1926.62 Lead in Construction regulations require worker protection and the use of certain work practices if painted building components with detectable levels of lead paint are disturbed during a demolition or renovation. The result of the sampling is intended to provide guidance to contractors for occupational lead exposure controls as it is the responsibility of the contractor to ensure the safety of their employees. Contingent upon renovation or demolition methods, building components coated with lead levels may cause exposures to lead above OSHA standards during proposed renovation or demolition activities.

One suspect lead paint sample was collected from the painted fascia board and was submitted to Aerobiology analysis using the SW846-7420/3051 method. A summary of the test result is presented in Appendix E. The Aerobiology laboratory report is located in Appendix F.

The result of the paint chip sampling performed by Tighe & Bond indicates the paint chip sample collected and analyzed was below the EPA regulatory threshold limit for lead based paint.

Although results were below regulatory thresholds, compliance with OSHA Lead in Construction is required for detectable levels of lead. Lead-containing painted building components should not be subjected to dust-generating activities such as sanding, grinding, sawing, etc. Also, lead-containing painted building materials should not be subject to torch cutting. An LBP determination cannot determine a safe level of lead but is intended to provide guidance for implementing industry standards for lead in paint at identified locations. With this data contractors can better determine potential exposure of workers to airborne lead by understanding the different concentrations of LBP and activities that disturb paint on representative surfaces.

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Based on the reportable levels of lead on the painted components tested and subject to waste characterization requirements of the disposal facility, the contractor may be required to conduct Toxicity Characteristic Leaching Procedure (TCLP) testing of the remaining painted waste stream prior to disposal, to determine if the results of that testing exceed the 5.0 mg/L hazardous waste threshold as governed under the Federal EPA "Resource Conservation and Recovery Act" (RCRA - 40 CFR Part 261).

Appendices:

APPENDIX A: HBMA Limitations

APPENDIX B: Inspector's Certification

APPENIDX C: Suspect Asbestos Containing Materials Inventory Table

APPENDIX D: Asbestos Laboratory Report

APPENDIX E: Summary of Lead Paint Materials Table

APPENDIX F: Lead Paint Samples Laboratory Report

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Schematic Design Submission Checklist
MSBA Accelerated Repair Program

District: Melrose Public Schools

School: Horace Mann Elementary School

Scope: Roof Replacement

Schematic Design Deliverables:

OPM	District	
☒	☒	Project Narrative: - Existing conditions analysis (hazardous materials, structural, etc.) - Explanation of proposed solution - Designer statement that the proposed solution meets the Massachusetts Stretch Energy Code and/or the International Energy Conservation Code
☒	☒	Code Analysis
☒	☒	Schematic Design Drawings
☒	☒	Cost Estimate (CSI Format) - Include all Proposed Alternates
☒	☒	Form 3011 – Total Project Budget
☒	☒	Project Cash Flow (cumulative line chart illustrating Total Project Budget)
☒	☒	Project Schedule (Gantt Chart)
☒	☒	Accelerated Repair Program Reimbursement Rate Certification signed by the District
☒	☒	Proposed project scope and budget vote language in compliance with MSBA standard vote language

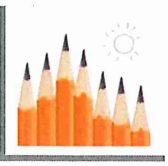
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Program Guidelines and Project Funding Agreement:

OPM	District	
☒	☒	MSBA Board of Directors authorization to execute a Project Funding Agreement is tied to the specific project scope and budget presented in the Schematic Design.
☒	☒	The portion of the Construction Contingency potentially eligible for reimbursement is set at 5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for hard costs only. The MSBA will complete one Change Order review per district in which the MSBA will review Change Orders for eligibility not validity. All ineligible costs will not be reimbursed.
☒	☒	The portion of the Owner's Contingency potentially eligible for reimbursement is set at 0.5% of the total estimated eligible construction costs as included in the PFA's Total Project Budget and is intended for soft costs only. All ineligible costs will not be reimbursed.
☒	☒	Prior to securing project funding, the district will draft proposed project scope and budget vote language in compliance with MSBA standard vote language and will provide the vote language to the MSBA for review and approval prior to taking the vote.
☒	☒	After bids have been received and actual construction costs are established, the district's potential Project Funding Agreement must be revised to reflect the actual construction costs in accordance with paragraph 2.3 of the Project Funding Agreement. If there are bid savings, the MSBA shares in the cost savings by reducing the maximum facilities grant to reflect reimbursable costs. If there is a bid overage, construction contingency is transferred to the construction budget to reflect the additional costs and is deemed ineligible. The transfer of construction contingency due to the bid overage results in a reduction to the maximum facilities grant.
☒	☒	MSBA's standardized Schedule of Values will be used by the district to ensure that all budget entries in the MSBA's ProPay system mirror the Total Project Budget Form 3011 following the PFA Bid Amendment. The MSBA will only reimburse eligible costs if they are entered to the correct cost codes in the Total Project Budget.
☒	☒	Budget Revision Requests will be submitted by the district in a timely manner to reflect changes to the Total Project Budget. After a Budget Revision Request is executed, the district will enter the Budget Revision Request into the ProPay system for approval by the MSBA.

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☒	☒	MSBA's Audit Department will review requests for reimbursement in the ProPay system of $50,000 or more. All reimbursement requests which are less than $50,000 will be returned to the district without review. All districts are encouraged to attend ProPay training conducted by the Audit Department following the execution of a Project Funding Agreement.
☒	☒	OPM monthly reporting begins when the OPM contract is executed and continues until the project receives Board of Directors approval of the final audit. Failure to submit timely and complete reports may impact district reimbursement review and payment. OPM monthly reporting supports MSBA review of reimbursement requests.

I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have fulfilled all requirements described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) by submitting the listed deliverables by the established deadline to the MSBA. I further certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have explained the Program Guidelines and Project Funding Agreement to the district.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).

Title: Project Director, Owner's Project Manager
Firm: The Vertex Companies, LLC
Date: June 27, 2022

I certify, as evidenced by the boxes set forth under the heading, "Program Guidelines and Project Funding Agreement," which I have checked above, that I have read and understand the Program Guidelines and Project Funding Agreement. I certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that I have reviewed the enumerated deliverables within the Schematic Design Submittal with the Owner's Project Manager and Designer. I further

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certify, as evidenced by the boxes set forth under the heading, "Schematic Design Deliverables," which I have checked above, that the OPM has explained to me the OPM's responsibilities as described in Section 8.2 of the MSBA Standard Contract for Project Management Services (Accelerated Repair Program) to submit the designer's deliverables listed above.

I understand that if a conflict is created between this form and the Project Funding Agreement, the Project Funding Agreement is the controlling document. I also understand that if a conflict is created between this form and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program), the MSBA Standard Contract is the controlling document. I further recognize that the purpose of this form is to further understand the Project Funding Agreement and the MSBA Standard Contract for Project Management Services (Accelerated Repair Program).

Title: Superintendent of Schools
Date: June 27, 2022

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Tighe&Bond

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Appendices

A Code Analysis
B Schematic Design Drawings `
C Cost Estimate
D Form 3011 – Total Project Budget
E Project Cash Flow
F Project Schedule
G ARP Reimbursement Rate Certification and Checklist
H Proposed Project Scope and Budget Vote Language
I Hazardous Materials Assessment Report
J Roof Sampling Test Cut Report

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Section 1
Project Narrative

1.1 Introduction

The City of Melrose is currently participating in the Massachusetts School Building Authority (MSBA) Accelerated Repair Program (ARP) and has submitted a Statement of Interest for repairs at the Horace Mann Elementary School. The Vertex Companies, LLC. and Tighe & Bond Designer Services, Inc. were subsequently designated as the Owner's Project Manager (OPM) and Designer, respectively for the proposed project.

The Horace Mann Elementary School is located at 40 Damon Avenue in Melrose, MA. The school building is a two-story brick masonry building with an approximate roof area of 14,000 square feet, which was constructed in 1949 with an addition constructed in 1955. The school has undergone several renovations over time, including accessibility and interior improvements in 2017. The first floor of the school generally consists of classrooms, a library, administrative and nurse offices, storage rooms, a multipurpose room, and bathrooms. The second floor contains classrooms and bathrooms. The school currently serves approximately 270 students from kindergarten to fifth grade.

The team assembled for execution of the Herbert Clark Hoover School project includes the following members:

- Funding Agency — Massachusetts School Building Authority
- Owner — Melrose Public Schools
- OPM — The Vertex Companies, LLC
- Designer — Tighe & Bond, Inc.
- Cost Estimating — Ellana Construction Consultants.
- Hazardous Materials Assessment — Tighe & Bond, Inc.
- Code Review — Tighe & Bond, Inc.
- Structural/Construction Admin — Frawley Engineering, P.C.

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1.2 Existing Conditions

1.2.1 Roof

The existing thermoplastic polyolefin (TPO) membrane roof system does not appear to be original to the original building constructed in 1949. The addition constructed in 1955 also consists of a TPO membrane roof system. Based on documents provided by the District, the original roof on the portion of the building constructed in 1949 consisted of 5 ply coal tar pitch and gravel over 2.5" insulation on a steel roof deck. The original roof on the portion of the building constructed in 1955 consisted of a bonded membrane roof over 2.5" insulation on a steel deck. Based on recent site visits and field investigation, the entire roof area currently consists of a fully-adhered TPO membrane roofing system, with 3" rigid insulation and tar paper underlayment.

There is significant evidence of water damage inside the building from roof leaks and numerous deficiencies in the roofing membrane. The roof does not provide adequate thermal performance and drainage. Based on the site observations and investigation, the existing roofing system and majority of associated appurtenances appear to be in poor condition and are beyond their useful life.



Photo 1: Existing Roof over 1949 Building



Photo 2: Existing Roof over 1955 Addition

1.2.2 Plumbing

There are existing roof drains that are tied into the storm drainage system in the building. The drains appear to be in working order, however some are rusted and in poor condition.

Plumbing vents penetrate the roof in multiple locations to provide pressure relief for the school's sanitary piping system. The vent piping is in good condition with expected rust on the pipe interior.

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Photo 3: Existing Roof Drains

1.2.3 HVAC

There are four exhaust fans (EFs) installed on the existing roof. Most of the existing fans' nametags are unreadable, therefore the age of the fans can't be determined. The fans appear to be in good condition and should be retained.



Photo 4: Exhaust Fan on 1949 Roof



Photo 5: Equipment and Chimney on 1955 Building Addition

1.2.4 Electrical

The existing electrical items on the roof are limited to electrical connections to any HVAC equipment requiring electrical power. It is assumed that each HVAC fan has an integral or equipment-mounted disconnect.

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1.3 Recommended Solutions

1.3.1 Roof Replacement

Replacement of the existing roof system at the Horace Mann School is recommended for improving thermal performance, roof drainage, overall energy efficiency of the building, and remedying numerous roof leaks. The following items below outline the proposed scope of work for the project, including demolition. Schematic Design plans with additional detail are included in Appendix B.

Roof Demolition will include:

- Removal of the existing TPO membrane roofing system
- Removal of the existing rigid insulation and fiberboard
- Removal of the existing access hatch
- Repair of the steel roof deck as needed
- Removal and storage of existing HVAC equipment
- Removal of existing fascia, damaged curbing, blocking, and flashing

Proposed Roof Improvements will include:

- Repair of any damaged or compromised steel roof decking discovered during demolition
- Installation of a fully-adhered EPDM roofing system. The new roofing system will include, from bottom to top:
    - Fiberglass-reinforced gypsum sheathing cover board
    - Base sheet/ combination air and vapor barrier
    - New polyisocyanurate rigid insulation. The new insulation will meet MSBA Accelerated Repair Program Requirements, including the stretch energy code. Insulation thickness will provide a minimum R-value of 30. Tapered insulation will be installed to provide a positive pitch toward roof drains.
    - ½" coverboard installed over the insulation
    - Fully-adhered EPDM roofing membrane
- Installation of new curbing, flashing, blocking, metal fascia, and roof drains
- Installation of new access hatches, ladders, and protective guardrails

1.3.2 Plumbing Systems

Plumbing Demolition will include:

- Removal of all existing roof drains. Existing rain leaders within building will be cut and capped away from the drain body and prepared for reconnection.

Proposed Plumbing Improvements will include:

- Installation of new roof drains and associated piping. All new roof drains will be replaced in kind.
- Installation of 1" thick insulation on drain bodies and new drainage piping.
- Inspection of existing drainage piping, including snaking the pipes to check for clogs and jetting the pipes should there be any clogs present.

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- Extension of vent piping as required to maintain clearance above roof of 18–24".

1.3.3 HVAC Systems

HVAC Demolition will include:

- Disconnection, removal, and storage of all exhaust fans
- Removal and disposal of roof curbs on original building's roof.
- Prior to unit removal, exhaust fans will be tested and airflows recorded for final balancing efforts.
- Installation of temporary caps for all ductwork.
- Installation of temporary caps over curbs on newer building's roof.

HVAC Improvements will include:

- Installing new curbs for exhaust fans on older roof; including new transition curbs as required for fan connection to the existing roof opening.
- Repairing curbs and/or blocking with minor damage and extending existing curbs as required. Provision of adapter curbs as required for fan re-installation
- Reinstallation of retained exhaust fans
- Reconnecting and sealing units to existing ductwork.
- Reconnecting units to existing controls.
- Re-testing and balancing systems to match pre-existing airflows.

1.3.4 Electrical Systems

The proposed electrical work will include:

- Disconnecting and making safe all existing electrical devices with connections to mechanical equipment. Once the existing equipment is placed back in its permanent location after roofing, the electrical connections will be re-energized. For any equipment that has moved, the existing conduit and wires will be extended as required.

1.4 ARP Sustainability Requirements

MSBA's ARP requires use of the Stretch Energy Code (780 CMR – Appendix AA and 2015 IECC) as the basis of design for ARP projects for roof replacement. Below is a table comparison of the required code values for the relevant project items and the values for the proposed assemblies. The proposed solutions and items for the Herbert Clark Hoover School meet or exceed the ARP sustainability requirements.

Roofs	Maximum U-Value ($Btu/hr \cdot ft^2 \cdot °F$)	Minimum R-Value ($°F \cdot ft^2 \cdot hr/Btu$)
Required	0.032	30
Proposed	0.032	30

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Horace Mann School Repairs Project

Building Code Analysis

This analysis summarizes codes requirements applicable to the project scope for the Horace Mann School Repairs Project. This summary includes general code information applicable to the overall project and more specific requirements related to roof replacement activities.

Applicable codes for this project include:

- International Building Code 2015 (IBC)
- International Existing Building Code 2015 (IEBC)
- International Energy Conservation Code 2018 (IECC)
- 248 CMR 10.00 Uniform State Plumbing Code (2017)
- Commonwealth of Massachusetts State Building Code, Ninth edition 780 CMR (including amendments to the IBC, IECC and IEBC)
- Massachusetts Stretch Energy Code 780 Appendix AA
- Architectural Access Board Regulations 521 CMR (AAB)
- American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures (ASCE 7-05)
- National Electrical Code NFPA 70

Section 1 – General Code

Use and Occupancy Classification (305 IBC 2015 & 780 CMR)

- Educational (E)
    - Due to the anticipated scope of work, roof replacement, Level 1 alterations of the IEBC will be triggered. Level 1 alterations encompass the removal and replacement of materials that serve the same purpose. Any new elements must comply with the requirements for new construction.

Types of Construction (602 IBC 2015 & 780 CMR)

- Type III Construction – Construction is that type of construction in which the exterior walls are of noncombustible materials and the interior building elements are of any material permitted by this code. Fire-retardant-treated wood framing complying with Section 2303.2 shall be permitted within exterior wall assemblies of a 2-hour rating or less.

Alterations Level 1 (503 IEBC 2015 & 780 CMR)

- Removal and replacement or the covering of existing materials, elements, or fixtures using new materials, elements, equipment, or fixtures that serve the same purpose.

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Material and Methods (702.6 & Chapter 8 IEBC 2015 & 780 CMR)

- All new work shall comply with materials and methods requirements in the IBC, IEBC, IECC, IMC, and MSPC, as applicable that specify material standards, details of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

Section 2 – Requirements Applicable to Roof Replacement Work

Building Envelope Requirements (IECC 2015, Table C402.3)

- Roof Maximum U-Factors
  - Insulation entirely above deck – U-0.032
- Roof Minimum R-Values
  - Insulation entirely above deck – R-30ci

Massachusetts State Building Code (780 CMR Amendments)

- Dead loads on an existing roof may not increase by more than 5% due to a re-roofing project.
- If the additional dead loads exceed 5%, the structure must conform to current snow load requirements.
- Since a similar EPDM roofing system (and ballast in some locations) is being removed from the roof prior to roof replacement, the new built-up roof is not anticipated to increase the dead load on the roof by more than 5%.

Code of Federal Regulations Title 29 (29 CFR)

- Holes – each employee on walking/working surfaces shall be protected from falling through holes more than 6 feet above lower levels, by personal fall-arrest systems, covers, or guardrail systems erected around such holes.

Uniform State Plumbing Code 248 CMR 10.00

- Storm Drain leaders are sized based on roof area served. The original roof area and the addition roof area are 9900sqft and 3600sqft respectively and include three (3) 4" roof drains each. A 4" roof drain can capture storm water from 4600sqft of roof area per 248 CMR 10.0. The roof drain sizes installed suffice for the school's roof. The new roof drains will use the same outlet size as the existing ones.

Section 4 – Accessibility Requirements

Existing Building (3.3 MAAB 521 CMR)

- Requirements for an accessible entry, toilet, drinking fountain, and telephone (if pay phones are provided) will be triggered based on the estimated cost of the project. A proponent is required to provide these items if the cost of a renovation project exceeds $500,000.

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- If the work costs less than $100,000, then only the work being performed is required to comply with 521 CMR.

- Exception: Whether performed alone or in combination with each other, the following types of alterations are not subject to 521 CMR 3.3.1, unless the cost of work exceeds $500,000 or unless work is being performed on the entrance or toilet room.
    - Curb cuts
    - Alteration work which is limited solely to electrical mechanical, or plumbing systems; to abatement of hazardous materials; or retrofit of automatic sprinklers and does not involve the alteration of any elements or spaces required to be accessible under 521 CMR. Where electrical outlets and controls are altered, they must comply with 521 CMR
    - Roof repair or replacement, window repair or replacement, repointing and masonry repair work
    - Work related to septic system repairs, site utilities and landscaping.

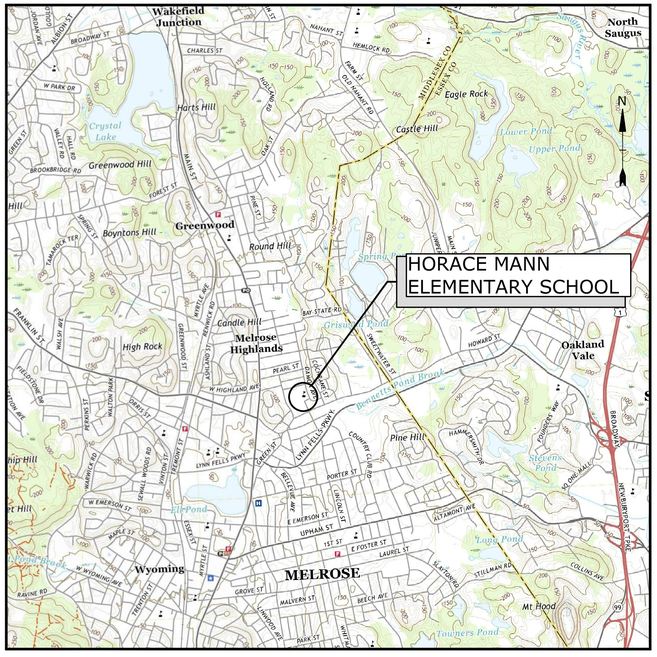
- If the cost of the project, and any additional renovations completed within 36 months of the project, exceeds 30% +of the full and fair cash value of the building, the entire building must be upgraded as required to meet 521 CMR requirements.
- The building currently complies with ADA/AAB requirements and accessibility upgrades will not be required as part of this project.

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HORACE MANN ELEMENTARY SCHOOL
MSBA ACCELERATED REPAIR PROGRAM
ROOF REPLACEMENT PROJECT
MELROSE, MASSACHUSETTS
JUNE 2022

LIST OF DRAWINGS	
	COVER
G-001	ROOF PHOTOGRAPHS
AD-101	ROOF DEMOLITION PLAN
A-101	ROOF REPLACEMENT PLAN
A-501	ROOF DETAILS - 1
A-502	ROOF DETAILS - 2
P-101	PLUMBING ROOF PLAN
H-101	HVAC ROOF PLAN
E-101	ELECTRICAL ROOF PLAN


HORACE MANN ELEMENTARY SCHOOL
Wakefield Junction
North Saugus
Eagle Rock
Castle Hill
Harts Hill
Crystal Lake
Greenwood Hill
Greenwood
Boyntons Hill
Round Hill
Candle Hill
Melrose Highlands
High Rock
Oakland Vale
Pine Hill
Wyoming
MELROSE
Mt. Hood
Upper Pond
Lower Pond
Spring Pond
Fellsmere Pond
Ell Pond
Yeaw Pond
Towners Pond
Ravine Park
Mellen Park
Memorial Park
Middle School
Horace Mann School
Melrose Fire Department
Melrose Police Department
Melrose Public Library
Melrose Post Office
Melrose Trolley Museum
Melrose Wakefield Hospital
Melrose Fire Department Headquarters



EXISTING ROOF OVER 1949 BUILDING
NO SCALE
A
-



EXISTING ROOF OVER 1949 BUILDING
NO SCALE
B
-



EXISTING EXHAUST FAN
NO SCALE
C
-



EXISTING VENT PENETRATIONS
NO SCALE
D
-



EXPANSION JOINT BETWEEN ORIGINAL BUILDING AND 1955 ADDITION
NO SCALE
E
-



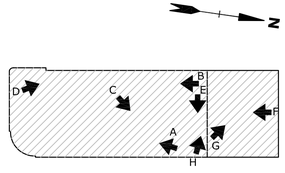
CHIMNEY AND EQUIPMENT ON 1955 ADDITION
NO SCALE
F
-



ROOF DRAINS ON 1955 ADDITION
NO SCALE
G
-



EXISTING CHIMNEY
NO SCALE
H
-



HORACE MANN KEYPLAN
NO SCALE

LEGEND:

A PHOTOGRAPH LOCATION

Tighe&Bond

SCHEMATIC DESIGN
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Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HORACE MANN - G-001.dwg
DRAWN BY:	AH
CHECKED:	MPW
APPROVED:	FJH, JPV

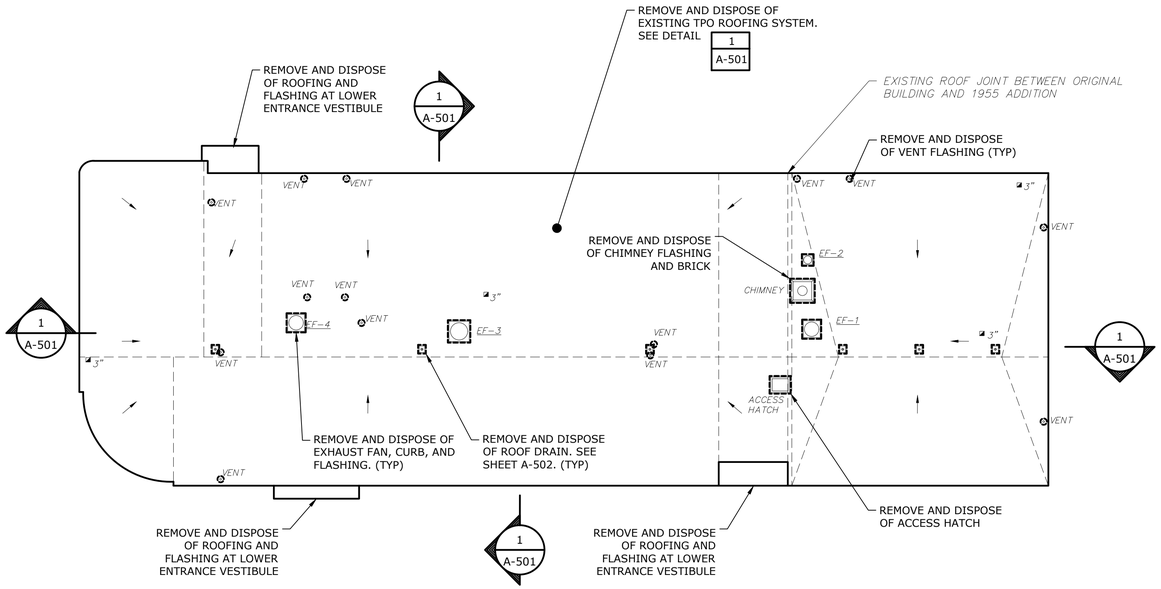
ROOF PHOTOGRAPHS

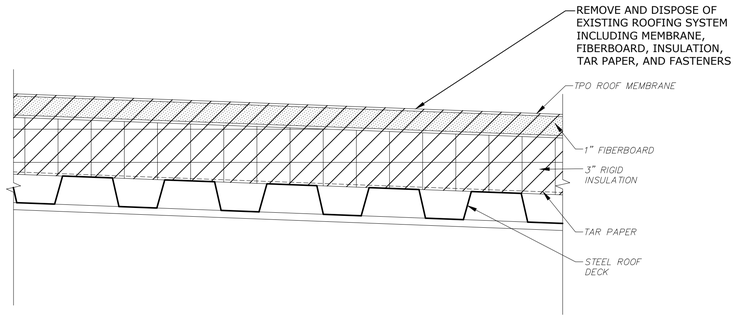
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G-001

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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TYPICAL EXISTING ROOF SECTION

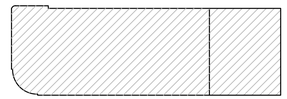
DETAIL	1
3" = 1'-0"	-

LEGEND

- ROOF DRAIN
- EXISTING VENT PIPE PENETRATION
- EXISTING ROOFTOP EXHAUST FAN/DUCT WITH CURB
- EXISTING ROOFTOP EQUIPMENT ON SLEEPERS
- — G — GAS PIPE ON PIPE SUPPORT
- EXISTING GOOSENECK (INTAKE OR EXHAUST)
- EXISTING EXHAUST CAP OR AIR INTAKE
- EXISTING CAPPED CURB
- EXISTING INSULATION THICKNESS TEST CUT
- — - - — EXISTING CANOPY LINE
- — — — EXISTING ROOF SLOPE LINE
- ITEM TO BE REMOVED/DEMOLISHED

NOTES:

1. REMOVE AND DISPOSE OF ALL EXISTING HVAC EQUIPMENT CURBS.
2. SEE SHEET H-101 FOR HVAC EQUIPMENT REQUIREMENTS.



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

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Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

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APPROVED:	JPV

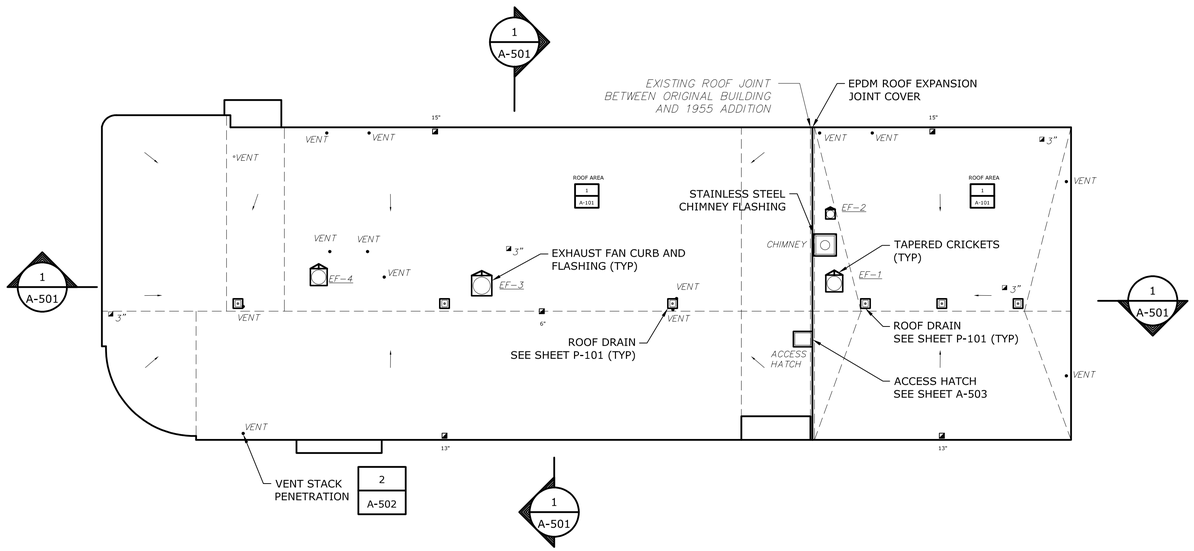
ROOF DEMOLITION PLAN

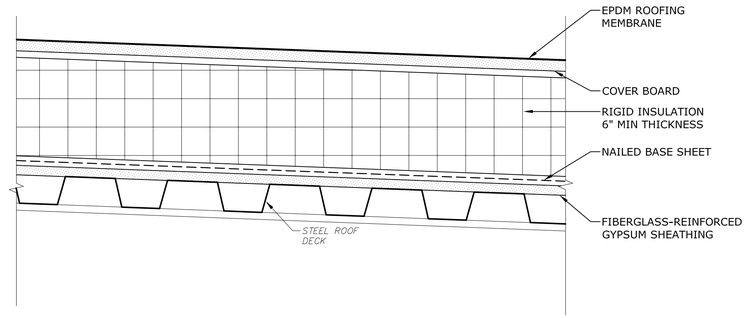
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AD-101

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TYPICAL PROPOSED ROOF SECTION

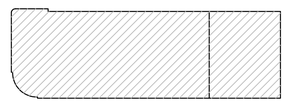
DETAIL	1
3" = 1'-0"	-

LEGEND

- ROOF DRAIN
- VENT PIPE PENETRATION
- ROOFTOP EXHAUST FAN/DUCT WITH CURB
- ROOFTOP EQUIPMENT ON SLEEPERS
- G GAS PIPE ON PIPE SUPPORT
- GOOSENECK (INTAKE OR EXHAUST)
- EXHAUST CAP OR AIR INTAKE
- APPROXIMATE INSULATION THICKNESS
- ROOF SLOPE LINE
- GUARDRAIL FOR FALL PROTECTION
- WALKPAD
- ROOF SLOPE DIRECTION

NOTES:

1. INSTALL NEW CURBING FOR ALL HVAC EQUIPMENT. NEW CURBS MUST BE MINIMUM 12" ABOVE NEW ROOFING. INSTALL NEW CRICKETS TO ENSURE PROPER DRAINAGE AT ALL ROOF CURBS.
2. ADJUST ELEVATION OF ROOF EDGES TO MATCH THE MAXIMUM INSULATION THICKNESS AT EACH ROOF DECK ELEVATION TO PROVIDE A LEVEL ROOF PERIMETER.
3. ROOF SLOPE TO BE 1/4" PER FOOT MINIMUM UNLESS NOTED OTHERWISE.
4. FOR SMALL-DIAMETER HVAC PENETRATIONS SEE DETAIL 2/A-502.



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

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City Of Melrose

Melrose, Massachusetts

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APPROVED:	JPV

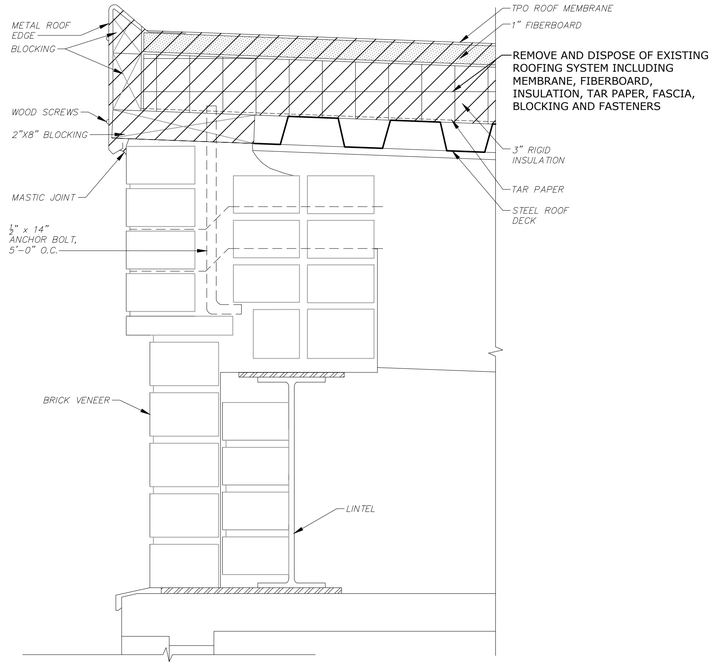
ROOF PLAN

SCALE: 1/8"=1'-0"

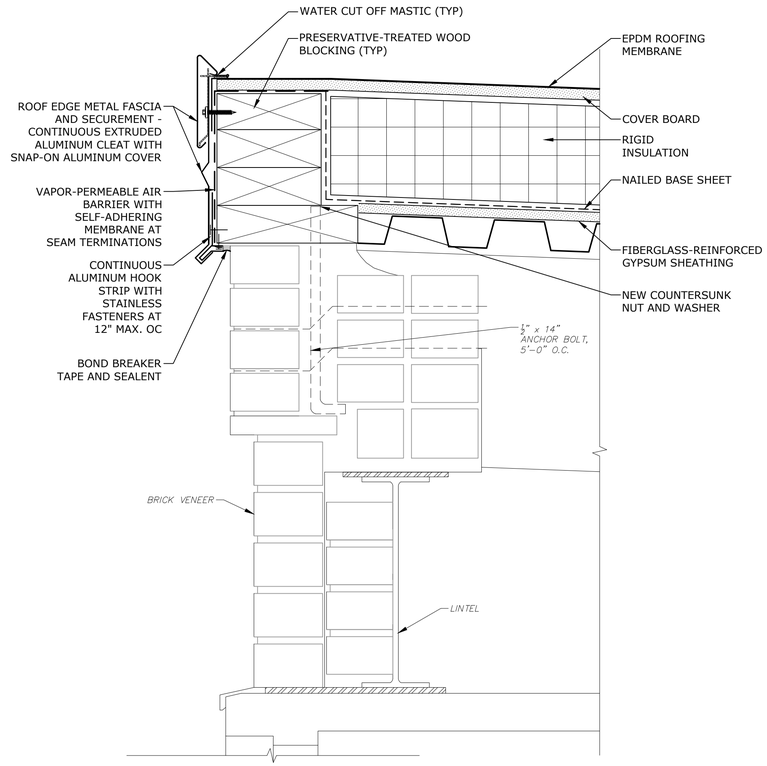
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EXISTING



PROPOSED

ROOF EDGE DETAIL
3"=1'-0"

1
-

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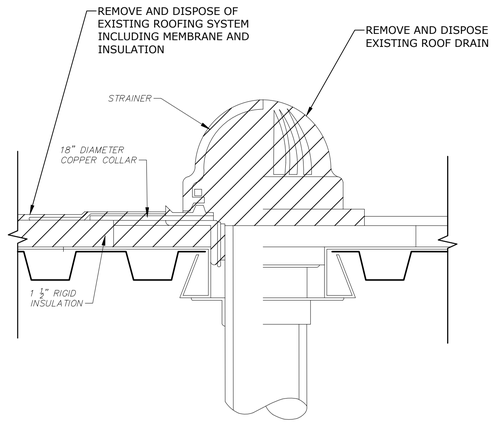
ROOF DETAILS - 1

SCALE: AS SHOWN

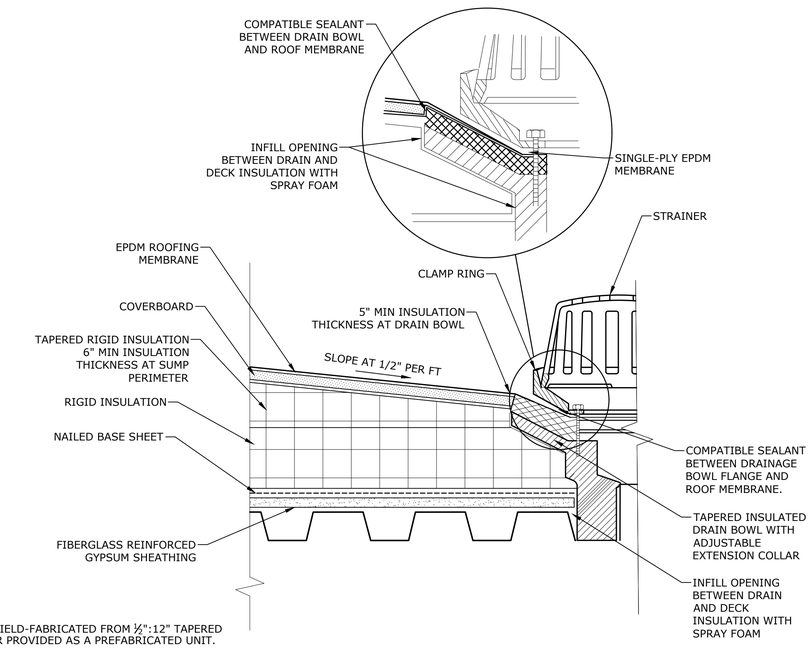
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EXISTING

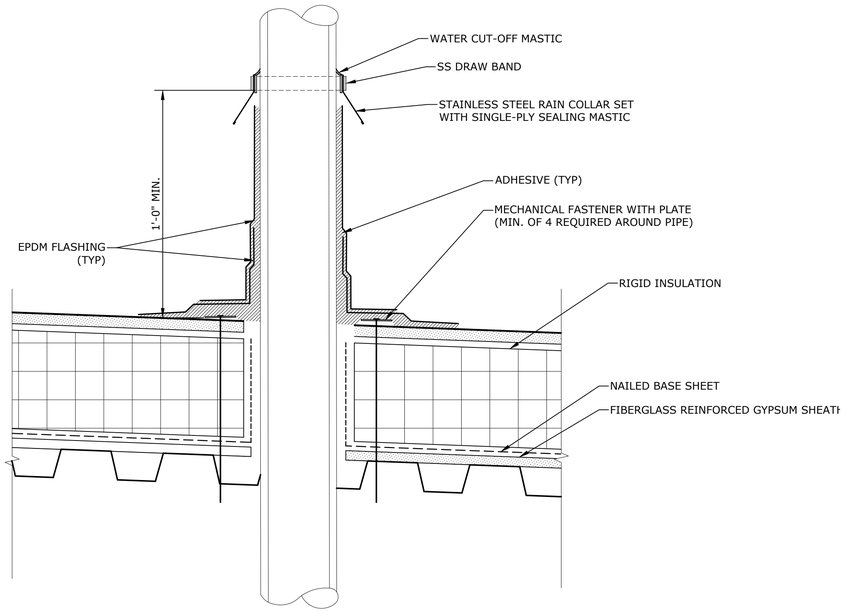


NOTES

1. SUMP MAY BE FIELD-FABRICATED FROM ½":12" TAPERED INSULATION OR PROVIDED AS A PREFABRICATED UNIT.

PROPOSED

ROOF DRAIN DETAIL 1 / -
3"=1'-0"



VENT STACK DETAIL 2 / -
3"=1'-0"

0 3" 6" 9"
SCALE: 3"=1'-0"

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Horace Mann Elementary School Roof Replacement Project

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Melrose, Massachusetts

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APPROVED:	JPV

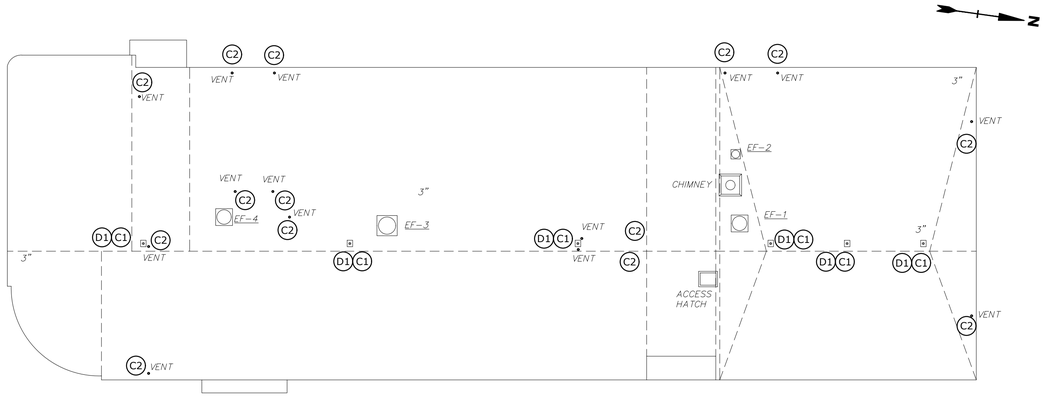
ROOF DETAILS - 2

SCALE: AS SHOWN

A-502

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Last Saved: 6/27/2022
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PLUMBING ROOF DEMOLITION PLAN
1/16" = 1'0"

LEGEND

- ACCESS HATCH
- ROOF DRAIN
- VENT PIPE PENETRATION

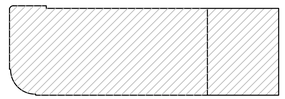
DEMOLITION KEY NOTES

(D1) REMOVE EXISTING ROOF DRAINS. CUT AND CAP EXISTING DRAIN PIPING AWAY FROM DRAIN BODY WITHIN BUILDING. PREPARE FOR FUTURE CONNECTION. COORDINATE EXTENT OF DEMOLITION W/ ROOFING CONTRACTOR TO CONFIRM ADEQUATE CLEARANCE FOR NEW ROOFING INSTALLATION IS PROVIDED.

CONSTRUCTION KEY NOTES:

(C1) NEW ROOF DRAIN. DRAIN TO MATCH OUTLET SIZE OF 4". CONNECT NEW PIPE TO EXISTING STORM DRAINAGE SYSTEM WITHIN THE BUILDING. INSULATE RD SUMP AND NEW SECTION OF STORM DRAIN PIPING WITH 1-INCH FIBERGLASS INSULATION WITH ASJ. INSULATION THERMAL CONDUCTIVITY TO BE 0.21-0.27 BTU-IN/(h-ft^2-°F). VERIFY TIE-IN LOCATION IN FIELD. COORDINATE WITH ROOFING CONTRACTOR AND GC.

(C2) CONFIRM VENT SIZE IN FIELD. EXTEND VENT PIPE WITH SAME SIZE TO TERMINATE 24" ABOVE NEW ROOF.



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HORACE MANN - P-101.dwg
DRAWN BY:	PL, JM
CHECKED:	MPW
APPROVED:	FJH, JPV

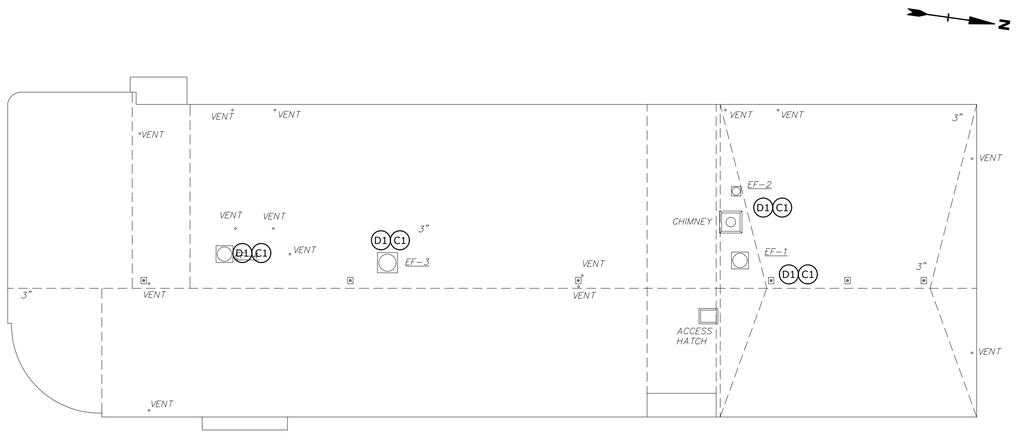
PLUMBING ROOF PLAN

SCALE: AS SHOWN

P-101

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Last Saved: 6/27/2022
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LEGEND

ACCESS HATCH

EXHAUST FAN

GENERAL NOTES

1. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH OTHER TRADES.
2. THE DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS AND WORK INCLUDED IN THE CONTRACT.
3. INSTALL EQUIPMENT AND SUPPORTS IN ACCORDANCE WITH ALL RELEVANT BUILDING CODES.
4. FIELD VERIFY QUANTITY OF MECHANICAL EQUIPMENT, AND SUPPORTS TO BE REMOVED.
5. PERFORM PRE-BALANCE TESTING OF ALL EXHAUST FANS PRIOR TO UNIT REMOVAL, RECORD AIRFLOWS FOR FINAL BALANCING EFFORTS. PROVIDE REPORT TO ENGINEER.
6. PROVIDE TEMPORARY CAPS FOR ALL DUCTWORK. NO DUCTWORK SHALL REMAIN OPEN AT ANY TIME.
7. DURING DEMOLITION, CONTROL WIRING IS TO BE DISCONNECTED AND PROTECTED FOR FUTURE USES/RECONNECTION.
8. ALL MATERIALS, METHODS AND EQUIPMENT INSTALLED MUST BE IN COMPLIANCE WITH PROJECT SPECIFICATIONS AND APPLICABLE CODES.

DRAWING DEMOLITION NOTES:

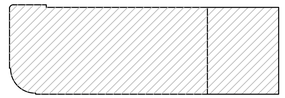
(D1) DISCONNECT, REMOVE, AND STORE EXHAUST FAN. PROVIDE TEMPORARY CAP OVER DUCT OPENING. DEMOLISH ROOF CURB. MEASURE AIRFLOW OF FAN PRIOR TO UNIT REMOVAL.

DRAWING CONSTRUCTION NOTES:

(C1) VERIFY ROOF OPENING AND FAN CURB-CAP DIMENSIONS. FURNISH NEW ROOF CURB WITH TRANSITION TO FAN AS REQUIRED (INSTALLED BY GC). CURB TO BE INSULATED AND A MINIMUM 12" ABOVE NEW ROOF. RE-INSTALL REMOVED FAN ON CURB, RECONNECT AND SEAL TO EXISTING DUCTWORK. CONNECT FAN TO EXISTING CONTROLS.

GENERAL DEMOLITION NOTES

1. IT IS NOT THE INTENT OF THESE DOCUMENTS TO SHOW EVERY DEVICE, APPURTENANCE, PIPE, WIRE, OR CONDUIT TO BE REMOVED. HVAC EQUIPMENT, UNITS, AND SYSTEMS NOT BEING REUSED SHALL BE REMOVED IN THEIR ENTIRETY INCLUDING ASSOCIATED SUPPORTS.
2. PROPERLY DISPOSE OF DEMOLISHED EQUIPMENT IN COMPLIANCE WITH CODES, REGULATIONS, AND DEP STANDARDS. INVENTORY, SALVAGE AND TURN OVER OR DISPOSE OF EQUIPMENT AT DIRECTION OF OWNER.
3. ALL EXISTING SYSTEMS SHALL BE MADE FULLY OPERATIONAL, INCLUDING RECONNECTION TO SERVICES AND DUCTWORK.
4. EXISTING EQUIPMENT TO BE REMOVED AND RE-INSTALLED SHALL BE FIELD VERIFIED FOR QUANTITY AND CONDITION. KEEP AN ACCURATE RECORD OF STORED EQUIPMENT INCLUDING CONDITION.
5. SYSTEMS REQUIRED TO REMAIN IN OPERATION DURING DEMOLITION SHALL BE CAREFULLY PROTECTED FROM DAMAGE AND CONTAMINATION BY THE CONSTRUCTION PROCESS.



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HORACE MANN - H-101.dwg
DRAWN BY:	PL, JM
CHECKED:	MPW
APPROVED:	FJH, JPV

HVAC ROOF PLAN

SCALE: AS SHOWN

H-101

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GENERAL NOTES:

1. DISCONNECT AND MAKE SAFE THE EXISTING MECHANICAL EQUIPMENT FOR REMOVAL BY HVAC CONTRACTOR. THE EXISTING FEEDER SHALL BE DE-ENEREGIZED AND LOCKED OUT FOR THE DURATION OF THE NEW ROOF WORK. RECONNECT EXISTING FEEDER TO EXISTING MECHANICAL EQUIPMENT UPON THE RE-INSTALLATION BY HVAC CONTRACTOR. MODIFY AND EXTEND CONDUIT AND WIRE AS REQUIRED.
2. ALL CONDUIT RUNS ACROSS ROOF SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF ROOF UNLESS CONDUITS AND WIRE HAVE BEEN ABANDONED IN WHICH CASE THEY SHALL BE REMOVED PERMANENTLY. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CIRCUITING TO ROOF TOP EQUIPMENT.
3. COORDINATE ALL DEVICE LOCATIONS WITH GC AND/OR OWNER PRIOR TO COMMENCEMENT OF WORK.
4. THE LOCATIONS OF EXISTING EQUIPMENT ARE APPROXIMATE. DETERMINE THE EXACT LOCATION OF STRUCTURES BEFORE COMMENCING WORK. BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND EQUIPMENT AND STRUCTURES.
5. ALL PANELBOARDS SHOWN ARE LOCATED ON THE BASEMENT FLOOR.

DEMOLITION LEGEND

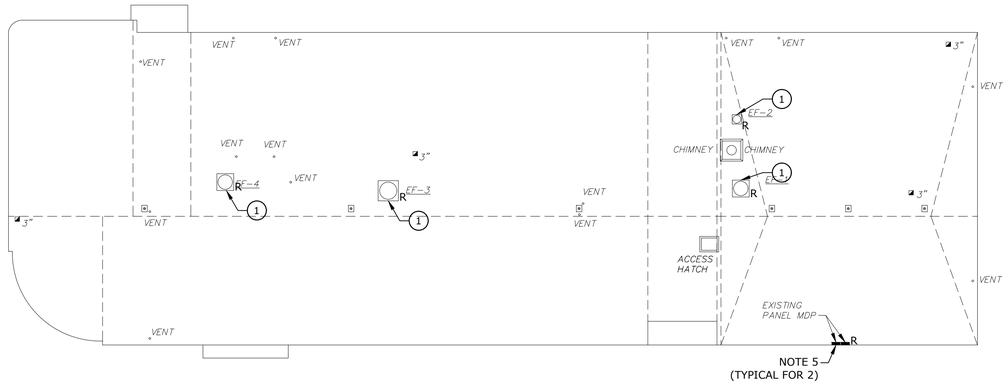
"R" EXISTING DEVICE TO REMAIN ACTIVE AS-IS. SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.

POWER DISTRIBUTION EQUIPMENT

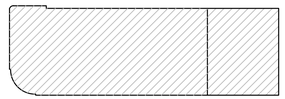
PANELBOARD, SURFACE MOUNTED

ELECTRICAL KEY NOTES:

(1) DISCONNECT EXISTING EQUIPMENT. SECURE CONDUCTORS AND MAKE SAFE FOR ROOF INSTALLATION. LOCK OUT TAG OUT CIRCUIT AT LOCAL OVERCURRENT PROTECTION DEVICE. RECONNECT TO REINSTALLED EQUIPMENT. SEE GENERAL NOTE 1. REFER TO HVAC DRAWINGS FOR DETAILS.



ELECTRICAL ROOF PLAN
1/16" = 1'0"



HORACE MANN KEYPLAN
NO SCALE

0 8' 16' 32'
SCALE: 1/16"=1'-0"

Tighe&Bond

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Horace Mann Elementary School Roof Replacement Project

City Of Melrose

Melrose, Massachusetts

MARK	DATE	DESCRIPTION
A	06/20/2022	SCHEMATIC DESIGN

PROJECT NO:	M1215-026
DATE:	06/20/2022
FILE:	M1215-026-HORACE MANN - E-101.dwg
DRAWN BY:	AH
CHECKED:	MPW
APPROVED:	FJH, JPV

ELECTRICAL ROOF PLAN

SCALE: AS SHOWN

E-101

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MSBA Accelerated Repair Program
Horace Mann Elementary School
Hoover Elementary School
Roof Replacement project
Melrose, MA

Schematic Design Estimate
June 27, 2022

Tighe & Bond

ELLANA
Construction Cost Consultants

198 North Washington St, #109, Boston MA 02114

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ELLANA Construction Cost Consultants

MSBA Accelerated Repair Program
Roof Replacement project
Melrose, MA
Schematic Design Estimate
BASIS OF ESTIMATE

6/27/2022

Roof Replacement project

DOCUMENTATION

This estimate was prepared from the following information:

Schematic Design Drawings provided by Tighe & Bond design team, dated June 20, 2022

BASIS FOR PRICING

This estimate reflects the current construction value for the construction of this project and should not be construed as a prediction of a low bid. Prices are based on local prevailing wage construction costs at the time the estimate was prepared.

PROJECT OUTLINE

The project consists of roof replacement at Horace Mann Elementary School and Hoover Elementary School in Melrose, MA.

QUALIFICATIONS

Owner costs and fees are excluded

ITEMS NOT CONSIDERED IN THIS ESTIMATE

Items not included in this estimate are:

- Overtime outside industry standard
- Work outside normal hours of operation
- Preconstruction fees
- Utility Company Charges or Hook-up fees have been excluded
- No permits or special fees have been included
- Third party commissioning costs.
- Owner supplied and/or installed items (e.g.. Draperies, furniture and equipment)
- Loose Furniture and Equipment
- Owner Supplied and Installed Furniture, Fixtures and Equipment
- Relocation / move costs
- Air Quality monitoring / Vibration monitoring
- Loose technology equipment (i.e. Computers, Printers, Etc.)
- The estimate assumes all long-lead items can be pre-purchased to meet schedule requirements.
- The estimate is based on the premise that the design will meet all codes, laws, ordinances, rules, and regulations in effect at the time that the estimate was prepared. The estimate shall be adjusted should any discrepancies between design and the aforementioned codes, laws or ordinances result in, or require, an increase in the Cost 'of the Work
- Items identified in the design as Not In Contract (NIC)
- Builder's Risk insurance, terrorist insurance and other Owner insurances

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ELLANA Construction Cost Consultants

Roof Replacement project

June 27, 2022

Horace Mann Elementary School

Melrose, MA

Schematic Design Estimate

				13,450 GSF
			Cost / SF	
02	Existing Conditions		212,272	15.78	26.8%
05	Metals		5,380	0.40	0.7%
06	Wood, Plastics, and Composites		16,656	1.24	2.1%
07	Thermal & Moisture Protection		475,936	35.39	60.1%
22	Plumbing		29,864	2.22	3.8%
23	HVAC		25,226	1.88	3.2%
26	Electrical		25,960	1.93	3.3%
TOTAL DIRECT COST			**791,294**	**58.83**	**100%**
Design Contingency		15.00%	118,694	8.82	
General Conditions and General Requirements		11.50%	104,649	7.78	
Permits and fees		excluded	-	-	
Contractor's OH&P		5.00%	45,499	3.38	
Escalation (midpoint 2Q 2023)		5.00%	53,007	3.94	
Construction Contingency		excluded	-	-	
TOTAL ESTIMATED CONSTRUCTION COST			**1,113,143**	**82.76**	

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ELLANA Construction Cost Consultants

Roof Replacement project
Melrose, MA
Schematic Design Estimate

6/27/2022

Horace Mann Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
1	**02**	**Existing Conditions**						
2	024100	*Selective Demolition*						
3		*Roof Demolition*						
4		Remove and disposed of existing roof - see Hazardous Materials Assessment	13,450	sf		Included		
5		Roof drain remove	2	ea		with plumbing		
6		Remove and dispose of access hatch	1	ea	450.00	450		
7		Existing insulation thickness test cut	4	ea	150.00	600		
8		Remove and dispose of all exiting exhaust fence curb and flashing	62	lf	18.00	1,116		
9		Remove and dispose of chimney flashing	22	lf	6.50	143		
10		Remove and dispose of vent flashing	16	ea	40.00	640		
11		Cutting and patching	1	ls	3,500.00	3,500		
12		Dispose, cart away	1	ls	400.00	400		
13		Temporary roof protection	13,450	sf	1.20	16,140		
14		Dust control	1	ls	4,708.00	4,708		
15		Allowance for overhead protection building entrance below.	150	sf	20.00	3,000		
16								
17	026000	*Hazardous Materials Assessment*						
18		ACM & PCB Abatement of roof	13,450	sf	13.50	181,575		
19								
20		**Subtotal: Existing Conditions**					**$ 212,272**	
21								
22	**05**	**Metals**						
23	051000	*Structural Steel Framing*						
24		No work show in this section						
25	053000	*Metal Decking*						
26		Roof deck replacement at Roof B1 damaged areas, assumed 5% of roof area	673	sf	8.00	5,380		
27								
28		**Subtotal: Metals**					**$ 5,380**	
29								
30								
31	**06**	**Wood, Plastics, and Composites**						
32	061600	*Rough Carpentry*						
33		Install new curbing for all HAVC equipment 12" above new roof	56	lf	48.00	2,688		
34		New 3x Pressure treated blocking at roof edge	538	lf	24.00	12,912		
35		Roof curb with two block between original building and 1955 addition	66	lf	16.00	1,056		
36								
37		**Subtotal: Wood, Plastics, and Composites**					**$ 16,656**	
38								
39	**07**	**Thermal & Moisture Protection**						
40	075000	*Membrane Roofing*						
41		*New Construction*						
42		90 mil EDPM roofing system; 30 year warranty	13,450	sf	30.00	403,500		
43		Tapered crickets	4	ea	80.00	320		
44		New walkway pad, assumed 10% of roof area	1,345	sf	6.50	8,743		
45								

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ELLANA Construction Cost Consultants

Roof Replacement project
Melrose, MA
Schematic Design Estimate

6/27/2022

Horace Mann Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
46	076500	*Flashing and Sheet Metal*						
47		Roof edge metal fascia and securement, continuous extruded aluminum cleat, continuous aluminum hook strip with stainless fasteners	538	lf	49.00	26,362		
48		Snap-on aluminum cover	538	lf	38.00	20,444		
49		New flashing at HAVC equipment curbing	56	lf	14.00	784		
50		Stainless steel chimney flashing	20	lf	32.00	640		
51		Access hatch flashing	16	lf	18.00	288		
52		Vents pipe flashing	12	ea	85.00	1,020		
53		Roof drain flashing	6	ea	350.00	2,100		
54		Misc. roof flashing	1	al	1,500.00	1,500		
55								
56	077100	*Roof Specialties*						
57		Access hatch	1	ea	4,250.00	4,250		
58								
59	079100	*Joint Sealants*						
60		Exterior caulking and sealants at all roof penetrations	13,450	sf	0.45	5,985		
61								
62		**Subtotal: Thermal & Moisture Protection**					**$ 475,936**	
63								
64	**22**	**Plumbing**						
65		Demolition						
66		Roof drains	6	ea	332.10	1,993		
67								
68		New						
69		Sanitary vent system						
70		Extend vent piping to 24"	14	ea	570.00	7,980		
71								
72		Roof drainage system						
73		Roof drain including new piping/insulation and tie-in to existing, Allowance	6	ea	1,648.50	9,891		Assume 4" drains
74								
75		Materials supply and bidding/market conditions allowance	1	ls	5,000.00	5,000		
76		Supervision/PM	1	ls	5,000.00	5,000		
77								
78		**Subtotal: Plumbing**					**$ 29,864**	
79								

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ELLANA Construction Cost Consultants

Roof Replacement project
Melrose, MA
Schematic Design Estimate

6/27/2022

Horace Mann Elementary School

	Division	Description	Quantity	Unit	Unit Price	Total	Subtotal Trades	Notes
80	**23**	**HVAC**						
81		Demolition						
82		Exhaust fans, store on site for reinstallation, Allowance	4	ea	764.10	3,056		
83								
84		New						
85		Exhaust fans, reinstall previously removed	4	ea	1,167.52	4,670		
86								
87		Miscellaneous to include seismic controls and testing/start-up	1	ls	2,500.00	2,500		
88		Materials supply and bidding/market conditions allowance	1	ls	10,000.00	10,000		
89								
90		Supervision/PM	1	ls	5,000.00	5,000		
91		**Subtotal: HVAC**					**$ 25,226**	
92	**26**	**Electrical**						
93		Demolition						
94		Disconnect and makes safe exhaust fans, for removal by others	4	ea	300.00	1,200		
95		Re-work/remove/replace any conduit/wire as necessary, Allowance	1	ls	2,000.00	2,000		
96								
97		New						
98		Equipment and machinery power						
99		Extend circuit if necessary and reconnect exhaust fans	4	ea	1,390.02	5,560		
100								
101		Miscellaneous to include seismic controls and testing/start-up	1	ls	700.00	700		
102		Materials supply, small job premium and bidding/market conditions allowance	1	ls	15,000.00	15,000		
103								
104		Supervision/PM	1	ls	1,500.00	1,500		
105								
106		**Subtotal: Electrical**					**$ 25,960**	
107								

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HORACE MANN ELEMENTARY SCHOOL, MELROSE, MA PRE-RENOVATION HBMA SERVICES

TO: Denise M. Gaffey – Directory and City Planner – City of Melrose

FROM: Frank Rodrigues – Tighe & Bond

COPY: Matthew Wzorek – Tighe & Bond

DATE: June 8, 2022

Tighe & Bond Inc., (Tighe & Bond) has prepared the following technical memorandum to summarize the Hazardous Building Material Assessment (HBMA) conducted at the Horace Mann Elementary School. (the "Site"). A facility improvement project, which includes full replacement of the existing roof is currently proposed for the school building. The current roof systems consists of a rubber membrane roof system with fiberboard insulation applied onto a metal roof deck. The HBMA was limited to the roof area being proposed for renovation impact. As required by state and federal regulations, characterization of various waste streams generated during construction projects must be completed to ensure their proper management.

The Assessment included a visual observation and bulk sampling of suspect hazardous building materials (asbestos, painted/coated building materials), and a visual inventory of other hazardous/regulated wastes (i.e., mercury-containing equipment, refrigerants, PCB-containing equipment, etc.). The HBMA was performed to support the proposed facility improvement project and to address/prepare budgets for management of environmentally related building materials.

Tighe & Bond's assessment and report are subject to the HBMA Limitations provided as Appendix A. The Assessment was performed on May 20, 2022, by Tighe & Bond's Massachusetts licensed asbestos inspector, Francisco J. Rodrigues, (#AI040131). Mr. Rodrigues' inspector license and certification are included as Appendix B of this report.

1 Hazardous Building Materials Assessment

1.1 Asbestos-Containing Building Materials

Prior to any type of building renovation or demolition, a thorough investigation is required to identify and quantify asbestos containing materials (ACM) which may be impacted by the demolition or renovation activities. The survey is required by the United States Environmental Protection Agency (EPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulations (Title 40 CFR, Part 61, Subpart M); Massachusetts Department of Environmental Protection (MassDEP) regulations (310 CMR 7.15); Massachusetts Department of Labor Standards (MADLS) regulations, (454 CMR 28.00); as well as applicable portions of the Occupational Safety and Health Administration (OSHA) asbestos in construction regulations (CFR 1926.1101).

The asbestos assessment was limited to accessible areas of the roof and roof top equipment to determine the presence or absence of suspect ACM that have potential for disturbance during the proposed renovation activities and would be subject to abatement prior to roof replacement.

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Suspect materials were divided into "homogeneous materials", building materials which were determined by the inspector to be homogeneous based on their color, texture, and age. A number of bulk samples of suspect ACM from each homogenous group of materials were collected in general accordance with standards described in the Environmental Protection Agency (EPA) Asbestos Hazard and Emergency Response Act (AHERA) Regulations for schools. AHERA sampling protocols are only recommended for use by MassDEP and EPA as they do not regulate bulk sampling standards.

Bulk samples were collected and submitted to Aerobiology Laboratories Associates Inc., (Aerobiology) of Woburn, Massachusetts for analysis via Polarized Light Microscopy with Dispersion Staining (PLM/DS) in accordance with the EPA/600/R-93/116 Method. ProScience is a Massachusetts licensed and American Industrial Hygiene Association (AIHA)-accredited asbestos laboratory.

Suspect materials identified and sampled are included as inventory tables in Appendix C. The tables describes material locations, sample numbers, quantities, condition, analytical results, and specific comments relative to our findings. The asbestos laboratory report is included in Appendix D.

The MassDEP defines a material that contains greater than or equal to one percent (≥1%) asbestos utilizing PLM/DS, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos. Materials containing less than one percent (<1%) asbestos are regulated to a degree by OSHA related to work practices, worker exposure, and waste containerization and in Massachusetts, materials containing <1% asbestos are considered asbestos-containing waste material (ACWM) and must be packaged and disposed of as ACWM in accordance with 310 CMR 7.15.

A total of nine homogeneous areas were identified during the inspection and 18 samples of suspect ACM were collected. The tar material or hot mop applied to the roof deck in the original section of the roof was determined to contain <1% asbestos and therefore is classified as an ACWM.

Samples of other suspect ACM collected during the survey, were determined to be non-asbestos containing. Refer to Appendix C for a list of each suspect material identified and sampled.

Other suspect materials encountered during any renovation activities that are not identified in this report as being non-ACM should be assumed to be ACM until sample collection and laboratory analysis indicate otherwise.

Tighe & Bond recommends the bottommost roofing layer be treated as ACM. The ACMs identified at the Horace Mann School should be removed by a licensed asbestos abatement contractor, utilizing trained and licensed personnel prior to renovation, demolition or any activity that has the potential to disturb these materials. Tighe & Bond recommends the creation of a project specific asbestos abatement scope of work or technical specification for the removal of ACM. The specification must be developed by a Massachusetts licensed asbestos project designer, and it should address such important issues as regulatory requirements, notification procedures, insurance considerations, air sampling needs and other pertinent information. Abatement activities must be subject to a passing post abatement visual inspection by an asbestos monitoring firm not affiliated with the abatement contractor. The same firm typically collects, analyzes and reports the State required post abatement clearance air samples.

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The current scope of construction does not call for the removal of the metal roof deck. In the event sections of the roof deck must be cut and replaced Tighe & Bond recommends those sections be removed by a licensed asbestos abatement contractor.

1.2 Universal Waste and Other Regulated Building Waste

Tighe & Bond performed a visual inspection of the proposed renovation areas to identify hazardous materials, universal waste materials or other regulated wastes that have the potential for disturbance during the roof replacement project. No regulated wastes were identified.

Appendices:

APPENDIX A: HBMA Limitations

APPENDIX B: Inspector's Certification

APPENIDX C: Suspect Asbestos Containing Materials Inventory Table

APPENDIX D: Asbestos Laboratory Report

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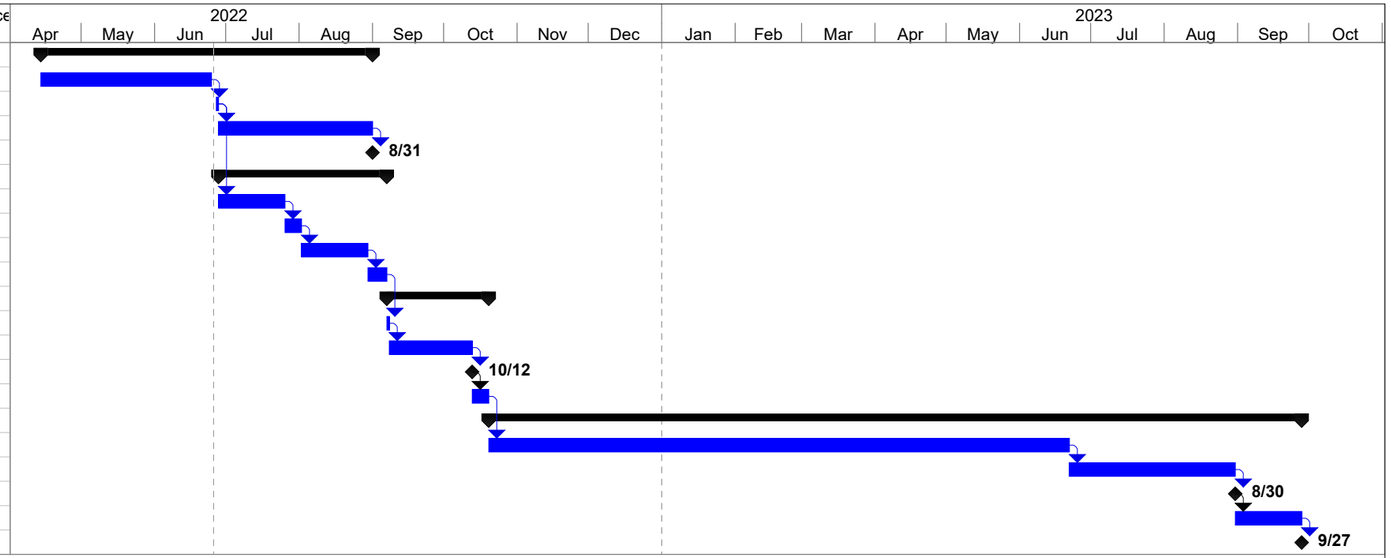
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EXHIBIT C
PROJECT SCHEDULE
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

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PROJECT FUNDING AGREEMENT

ID	Task Name	Duration	Start	Finish	Predece
1	**Schematic Design Phase**	**100 days**	**Thu 4/14/22**	**Wed 8/31/22**	
2	Complete and finalize SD plans	52 days	Thu 4/14/22	Fri 6/24/22	
3	Submit SD plans to MSBA	1 day	Mon 6/27/22	Mon 6/27/22	2
4	MSBA review of SD plans	47 days	Tue 6/28/22	Wed 8/31/22	3
5	MSBA Board of Directors approval of project	0 days	Wed 8/31/22	Wed 8/31/22	4
6	**Construction Documents (at risk)**	**51 days**	**Tue 6/28/22**	**Tue 9/6/22**	
7	CD60 Documents complete	20 days	Tue 6/28/22	Mon 7/25/22	3
8	Constructability Review CD60	5 days	Tue 7/26/22	Mon 8/1/22	7
9	CD100 Complete	20 days	Tue 8/2/22	Mon 8/29/22	8
10	Constructability review of CD100	6 days	Tue 8/30/22	Tue 9/6/22	9
11	**Bidding Phase**	**31 days?**	**Wed 9/7/22**	**Wed 10/19/22**	
12	Advertise Project in Central Register	1 day?	Wed 9/7/22	Wed 9/7/22	10
13	General contractor bids due	25 days	Thu 9/8/22	Wed 10/12/22	12
14	City Funding Approval (with bids in hand)	0 days	Wed 10/12/22	Wed 10/12/22	13
15	Contract award	5 days	Thu 10/13/22	Wed 10/19/22	14
16	**Construction**	**245 days**	**Thu 10/20/22**	**Wed 9/27/23**	
17	Sumittals / procurement	175 days	Thu 10/20/22	Wed 6/21/23	15
18	Construction	50 days	Thu 6/22/23	Wed 8/30/23	17
19	Substantial completion	0 days	Wed 8/30/23	Wed 8/30/23	18
20	Closeout	20 days	Thu 8/31/23	Wed 9/27/23	19
21	Final Completion	0 days	Wed 9/27/23	Wed 9/27/23	20



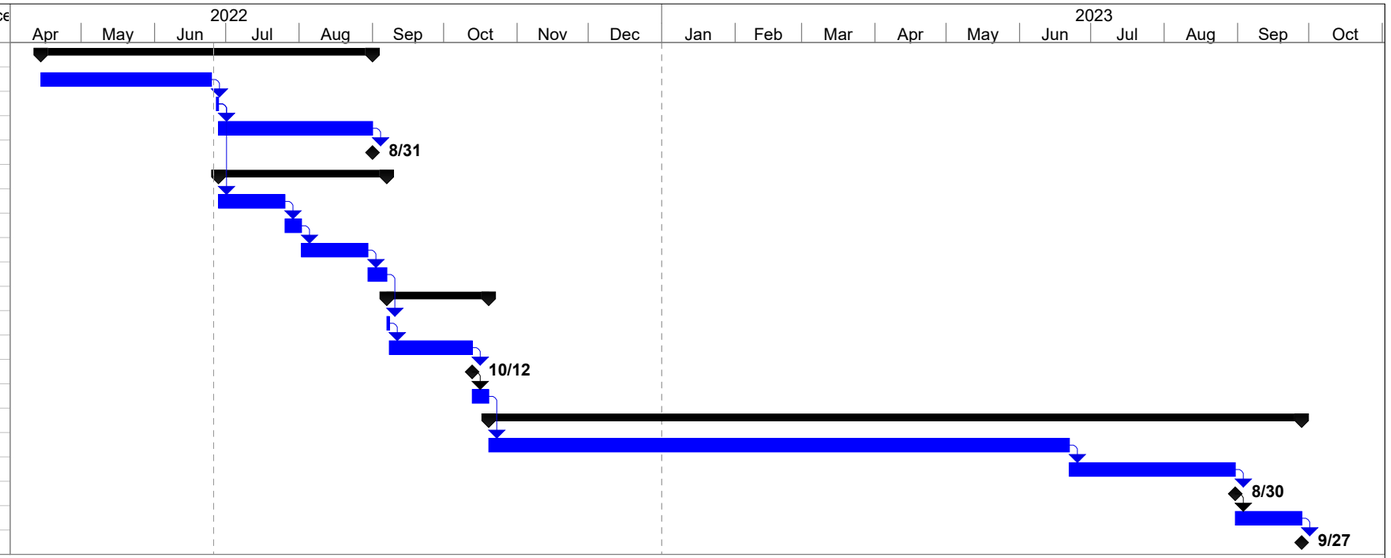
VERTEX

Hoover Elementary School - Melrose, MA
Date: Sun 6/26/22

Task	Project Summary	Inactive Summary	Manual Summary	External Milestone
Split	External Tasks	Manual Task	Start-only	Progress
Milestone	External Milestone	Duration-only	Finish-only	Deadline
Summary	Inactive Milestone	Manual Summary Rollup	External Tasks	

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ID	Task Name	Duration	Start	Finish	Predece
1	**Schematic Design Phase**	**100 days**	**Thu 4/14/22**	**Wed 8/31/22**	
2	Complete and finalize SD plans	52 days	Thu 4/14/22	Fri 6/24/22	
3	Submit SD plans to MSBA	1 day	Mon 6/27/22	Mon 6/27/22	2
4	MSBA review of SD plans	47 days	Tue 6/28/22	Wed 8/31/22	3
5	MSBA Board of Directors approval of project	0 days	Wed 8/31/22	Wed 8/31/22	4
6	**Construction Documents (at risk)**	**51 days**	**Tue 6/28/22**	**Tue 9/6/22**	
7	CD60 Documents complete	20 days	Tue 6/28/22	Mon 7/25/22	3
8	Constructability Review CD60	5 days	Tue 7/26/22	Mon 8/1/22	7
9	CD100 Complete	20 days	Tue 8/2/22	Mon 8/29/22	8
10	Constructability review of CD100	6 days	Tue 8/30/22	Tue 9/6/22	9
11	**Bidding Phase**	**31 days?**	**Wed 9/7/22**	**Wed 10/19/22**	
12	Advertise Project in Central Register	1 day?	Wed 9/7/22	Wed 9/7/22	10
13	General contractor bids due	25 days	Thu 9/8/22	Wed 10/12/22	12
14	City Funding Approval (with bids in hand)	0 days	Wed 10/12/22	Wed 10/12/22	13
15	Contract award	5 days	Thu 10/13/22	Wed 10/19/22	14
16	**Construction**	**245 days**	**Thu 10/20/22**	**Wed 9/27/23**	
17	Sumittals / procurement	175 days	Thu 10/20/22	Wed 6/21/23	15
18	Construction	50 days	Thu 6/22/23	Wed 8/30/23	17
19	Substantial completion	0 days	Wed 8/30/23	Wed 8/30/23	18
20	Closeout	20 days	Thu 8/31/23	Wed 9/27/23	19
21	Final Completion	0 days	Wed 9/27/23	Wed 9/27/23	20



VERTEX

Horace Mann Elementary School - Melrose, MA
Date: Sun 6/26/22

Task	Project Summary	Inactive Summary	Manual Summary	External Milestone
Split	External Tasks	Manual Task	Start-only	Progress
Milestone	External Milestone	Duration-only	Finish-only	Deadline
Summary	Inactive Milestone	Manual Summary Rollup	External Tasks	

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EXHIBIT D
CASH FLOW
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

Melrose Public Schools Hoover Elementary School - CASH FLOW	Budget	To Date	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Total	Remainin
OPM Feasibility Study	$7,500	$7,500																		$7,500	
A&E Feasibility Study	$49,100	$49,100																		$49,100	
OPM - Construction Contract Documents	$20,434		$10,217	$10,217																$20,434	
OPM - Bidding	$8,960				$4,480	$4,480														$8,960	
OPM - Construction Contract Administration	$101,045						$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$10,000	$30,000	$30,000	$13,545			$101,045	
OPM - Closeout	$12,558																	$6,279	$6,279	$12,558	
OPM - Reimbursable & Other Services	$5,000				$2,500	$2,500														$5,000	
AE - Construction Contract Documents	$60,400		$30,200	$30,200																$60,400	
AE - Bidding	$4,400				$2,200	$2,200														$4,400	
AE - Construction Contract Administration	$34,600						$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$9,000	$9,000	$9,000	$600			$34,600	
AE - Closeout	$3,600																	$1,800	$1,800	$3,600	
AE - Hazardous Materials	$10,700		$1,500	$1,500										$2,700	$2,500	$2,500				$10,700	
Construction Budget	$1,881,016											$150,000	$150,000	$200,000	$500,000	$500,000	$200,000	$181,016		$1,881,016	
Construction Contingency	$94,051											$7,500	$7,500	$10,000	$25,000	$25,000	$10,000	$9,051		$94,051	
Owner's Contingency	$13,085																	$7,000	$6,085	$13,085	
Total Project Budget	**$2,306,449**	**$56,600**	**$41,917**	**$41,917**	**$9,180**	**$9,180**	**$3,500**	**$3,500**	**$3,500**	**$3,500**	**$3,500**	**$161,000**	**$161,000**	**$231,700**	**$566,500**	**$566,500**	**$224,145**	**$205,146**	**$14,164**	**$2,306,449**	
Cummulative Cash Out		**$56,600**	**$98,517**	**$140,434**	**$149,614**	**$158,794**	**$162,294**	**$165,794**	**$169,294**	**$172,794**	**$176,294**	**$337,294**	**$498,294**	**$729,994**	**$1,296,494**	**$1,862,994**	**$2,087,139**	**$2,292,285**	**$2,306,449**		

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Melrose Public Schools Horace Mann Elementary School - CASH FLOW	Budget	To Date	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Total	Remainin
OPM Feasibility Study	$7,500	$7,500																		$7,500	
A&E Feasibility Study	$40,700	$40,700																		$40,700	
OPM - Construction Contract Documents	$20,434		$10,217	$10,217																$20,434	
OPM - Bidding	$8,960				$4,480	$4,480														$8,960	
OPM - Construction Contract Administration	$101,045						$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$10,000	$30,000	$30,000	$13,545			$101,045	
OPM - Closeout	$12,558																	$6,279	$6,279	$12,558	
OPM - Reimbursable & Other Services	$5,000				$2,500	$2,500														$5,000	
AE - Construction Contract Documents	$41,400		$20,700	$20,700																$41,400	
AE - Bidding	$4,400				$2,200	$2,200														$4,400	
AE - Construction Contract Administration	$28,800						$500	$500	$500	$500	$500	$500	$500	$8,000	$8,000	$8,000	$1,300			$28,800	
AE - Closeout	$3,600																	$1,800	$1,800	$3,600	
AE - Hazardous Materials	$5,400		$750	$750										$1,500	$1,500	$900				$5,400	
Construction Budget	$1,113,143											$50,000	$50,000	$100,000	$300,000	$300,000	$200,000	$113,143		$1,113,143	
Construction Contingency	$55,657											$2,500	$2,500	$5,000	$15,000	$15,000	$10,000	$5,657		$55,657	
Owner's Contingency	$11,580																	$6,000	$5,580	$11,580	
Total Project Budget	**$1,460,177**	**$48,200**	**$31,667**	**$31,667**	**$9,180**	**$9,180**	**$3,000**	**$3,000**	**$3,000**	**$3,000**	**$3,000**	**$55,500**	**$55,500**	**$124,500**	**$354,500**	**$353,900**	**$224,845**	**$132,879**	**$13,659**	**$1,460,177**	
Cummulative Cash Out		**$48,200**	**$79,867**	**$111,534**	**$120,714**	**$129,894**	**$132,894**	**$135,894**	**$138,894**	**$141,894**	**$144,894**	**$200,394**	**$255,894**	**$380,394**	**$734,894**	**$1,088,794**	**$1,313,639**	**$1,446,518**	**$1,460,177**		

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EXHIBIT E
PROJECT SITE
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND HORACE MANN ELEMENTARY SCHOOL

Herbert Clark Hoover Elementary School
37 Glendower Road
Melrose, MA 02176

Horace Mann Elementary School
40 Damon Ave
Melrose, MA 02176

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PROJECT FUNDING AGREEMENT

EXHIBIT F
FURNISHINGS AND EQUIPMENT
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

THERE IS NO EXHIBIT F

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXHIBIT G
STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR AN OWNER-CONTRACTOR CONTRACT
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

EXHIBIT "G"

MASSACHUSETTS SCHOOL BUILDING AUTHORITY
STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR AN OWNER-CONTRACTOR CONTRACT
(Alternate Form for Construction Manager at Risk on Page 6 of this Exhibit)

The District shall include, at a minimum, the following language regarding insurance requirements in the Owner-Contractor contract. The District may impose additional insurance requirements provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that, prior to issuing an invitation for bids for construction of the Project, the District shall give the Authority adequate written notice clearly describing any such additional requirements so that the Authority may, at its discretion, review and comment upon such additional requirements. Any such additional requirements may be set forth in Section 8 of the Insurance Requirements below. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary for the Project and should be included in the Owner-Contractor contract.

INSURANCE REQUIREMENTS (Design-Bid-Build)

1. Insurance Generally.

A. The Contractor shall purchase and maintain insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Owner, or as otherwise acceptable to the Owner.

C. The Contractor shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self-insured retentions, and policy effective and expiration dates. Certificates shall show the Massachusetts School Building Authority (hereinafter "Authority"), the Owner and anyone else the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Authority and the Owner as additional insureds;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this Contract;
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;
- the Contractor shall submit updated certificates of insurance prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

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D. The Contractor shall file one certified, complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to comply with the terms of this Article, then the Contractor shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The Contractor is responsible for the payment of any and all deductibles under all of the insurance required herein. Neither the Owner nor the Authority shall in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

2. Contractor's Commercial General Liability.

A. The Contractor shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable unless a higher coverage is specified in Section 8 below in which case the Contractor shall provide the additional coverage:

Bodily Injury &	$1,000,000 each occurrence
Property Damage	$2,000,000 general aggregate per project
Products & Completed Operations	$1,000,000 annual aggregate
Personal & Advertising Injury	$1,000,000 each occurrence
Medical Expenses	$5,000

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The Contractor shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Authority and the Owner.

3. Automobile Liability.

A. The Contractor shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below in which case the Contractor shall provide the additional coverage:

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Bodily Injury & Property Damage	$1,000,000 combined single limit

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the Contractor, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.

C. The policy shall name the Authority and the Owner as additional insureds.

D. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

4. Contractor's Pollution Liability.

The Contractor shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Authority and the Owner shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below to this Contract, in which case the Contractor shall provide the additional coverage:

Limit of liability	$1,000,000 per occurrence $3,000,000 aggregate

5. Worker's Compensation.

A. The Contractor shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152, as amended, unless a higher coverage is specified in Section 8 below, in which case the Contractor shall provide the higher coverage:

Worker's Compensation	Statutory limits
Employer's Liability	$ 500,000 each accident $ 500,000 disease per employee $ 500,000 disease policy aggregate

B. If specified in Section 8 below, the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability.

C. The policy shall contain a Waiver of Subrogation in favor of the Authority and the Owner.

6. Builder's Risk/ Installation Floater/Stored Materials.

Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of Contractor for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.

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If specified in Section 8 below , Owner may require the Contractor to purchase and maintain coverage against loss or damage to the Work in accordance with the following requirements:

A. The Contractor shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or $10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C**. below.

B. When Work will be completed on existing buildings owned by the Owner, the Contractor shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or $10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C**. below.

C. The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at an off Site location shall be forthwith replaced by the Contractor at no expense to the Owner or the Authority..

D. The policy or policies shall specifically state that they are for the benefit of and payable to the Authority, the Owner, the Contractor, and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the Contractor, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by the Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds. The Contractor shall pay the subcontractors their just shares of insurance proceeds received by the Contractor and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. Umbrella Coverage.

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The Contractor shall provide Umbrella Coverage in a form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the Contractor shall provide the higher amount:

Contract Price:	Limit of Liability:
Under $1,000,000	$2,000,000 per occurrence
$1,000,001 -- $5,000,000	$5,000,000 per occurrence
$5,000,001-- $10,000,000	$10,000,000 per occurrence
$10,000,001 and over	$25,000,000 per occurrence

8. Additional Insurance Requirements

The Contractor shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

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MASSACHUSETTS SCHOOL BUILDING AUTHORITY
STANDARD CONSTRUCTION CONTRACT INSURANCE PROVISIONS FOR A CONSTRUCTION MANAGER AT RISK CONTRACT

The District shall include, at a minimum, the following language regarding insurance requirements in the Owner-Construction Manager at Risk ("CM") contract. The District may impose additional insurance requirements provided that any such additional requirements shall not be inconsistent with the requirements imposed by the standard language set forth herein and further provided that, prior to issuing an RFQ for construction management at risk services for the Project, the District shall give the Authority adequate written notice clearly describing any such additional requirements so that the Authority may, at its discretion, review and comment upon such additional requirements. Any such additional requirements may be set forth in Section 8 of the Insurance Requirements below. It shall be the sole responsibility of the District to determine whether additional insurance requirements are desirable or necessary for the Project and should be included in the Owner-CM contract.

INSURANCE REQUIREMENTS (CM at Risk)

1. Insurance Generally.

A. The CM shall purchase and maintain the insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the CM's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better assigned by AM Best Company, or equivalent rating assigned by a similar rating agency acceptable to the Owner or as otherwise acceptable to the Owner.

C. CM shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self insured retentions, and policy effective and expiration dates. Certificates shall show the Massachusetts School Building Authority (hereinafter "Authority"), the Owner and anyone else that the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- that the automobile liability, umbrella liability and pollution liability policies include the Owner and the Authority as additional insureds;
- that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this construction contract;
- that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;.
- CM shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

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D. The CM shall file one certified complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner or the Authority is damaged by the CM's failure to maintain such insurance and to comply with the terms of this Article, then the CM shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The CM is responsible for the payment of any and all deductibles under all of the insurance required below unless the Owner and the Authority specifically provide a written waiver to the CM.

2. CM's Commercial General Liability.

A. The CM shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/per project basis. The policy shall provide the following minimum coverage to protect the CM from claims with respect to the operations performed by CM and any employee, subcontractor, or supplier, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Bodily Injury &	$1,000,000	each occurrence
Property Damage	$2,000,000	general aggregate, per project
Products & Completed Operations	$1,000,000	annual aggregate
Personal & Advertising Injury	$1,000,000	each occurrence
Medical Expenses	$5,000	

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The CM shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Owner and the Authority.

3. Automobile Liability.

A. The CM shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Bodily Injury & Property Damage $1,000,000 combined single limit

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the CM, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall contain coverage Form MCS-90.

C. The policy shall name the Owner and the Authority as additional insureds.

D. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

4. Contractor's Pollution Liability.

The CM shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the CM during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Owner and the Authority shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Limit of liability	$1,000,000 per occurrence $3,000,000 aggregate

5. Worker's Compensation.

A. The CM shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as amended, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the higher coverage:

Workers' Compensation	Statutory limits
Employer's Liability	$ 500,000 each accident $ 500,000 disease per employee $ 500,000 disease policy aggregate

B. If specified in Section 8 below the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), or Maritime Liability for $1,000,000/$1,000,000.

C. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

6. Builder's Risk/ Installation Floater/Stored Materials.

Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of CM for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.

If specified in Section 8 below, Owner may require the CM to purchase and maintain coverage against loss or damage to the Work in accordance with the following requirements:

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

A. The CM shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the GMP. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism ("certified" and "non-certified"), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or $10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C**. below.

B. When Work will be completed on existing buildings owned by the Owner, the CM shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be the lesser of the Contract Price or $10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in **C**. below.

C. The CM shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at some approved off Site location shall be forthwith replaced by the CM at no expense to the Owner or the Authority.

D. The policy or policies shall specifically state they are for the benefit of and payable to the Authority, the Owner,, the CM, subcontractors and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the CM, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by CM as fiduciary and made payable to the Contractor as fiduciary for the insureds. CM shall pay the subcontractors their just shares of insurance proceeds received by the CM and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. <u>Umbrella Coverage.</u>

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

The CM shall provide Umbrella Coverage in form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the CM shall provide the higher amount:

Contract Price:	Limit of Liability:
Under $1,000,000	$2,000,000 per occurrence
$1,000,000 -- $5,000,000	$5,000,000 per occurrence
$5,000,001-- $10,000,000	$10,000,000 per occurrence
$10,000,001and over	$25,000,000 per occurrence

8. Additional Insurance Requirements

The CM shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXHIBIT H
EDUCATIONAL PROGRAM
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

THERE IS NO EXHIBIT H

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXHIBIT I
REIMBURSEMENT RATE CERTIFICATION
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

MSBA Accelerated Repair Program Reimbursement Rate Certification
Calendar Year 2021

Melrose

MSBA Reimbursement Rate Calculation

Base Points	31.00
Income Factor	5.05
Property Wealth Factor	13.26
Poverty Factor	0
MSBA Reimbursement Rate	49.31

Certification

By signing this Reimbursement Rate Certification, I hereby certify that I have read, understand, and accept the reimbursement rate set forth above, and I hereby acknowledge and agree on behalf of the Eligible Applicant that the above-stated reimbursement rate is the rate that will be used to calculate the maximum Total Facilities Grant for the proposed project.

Local Chief Executive Officer

6/16/2022
Date

School Committee Chair

6/16/22
Date

Superintendent of Schools

6/16/2022
Date

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXHIBIT J
ELECTRONIC PAYMENT FORM
CITY OF MELROSE
HERBERT CLARK HOOVER ELEMENTARY SCHOOL AND
HORACE MANN ELEMENTARY SCHOOL

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

PROJECT FUNDING AGREEMENT

(Please print on District letterhead)

Banking Information Template

_____District hereby instructs the Massachusetts School Building Authority make grant payments via electronic ACH directly to the following account:

MSBA Project ID#*: _____

***All future project payments will be made to this account unless the MSBA receives specific instructions to distribute payments to a separate account for each project.**

District Contact Name: _____

Signature: _____

District Telephone No.: _____

Banking Information for ACH Transactions

Financial Institution Name: _____

Financial Institution Address: _____

City & State: _____

Account No.: _____

Transit Number (ABA#): _____
(Routing #)

Please return the completed form to Xingzhen (Stephanie) Bai:

- via email at Xingzhen.Bai@MassSchoolBuildings.org

An acknowledgment of receipt of a new Banking Information Template will be sent to the Eligible Applicant, Treasurer or Business Manager, and District Contact listed on the form.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CHART - 2		City of Melrose - 5% Debt Limit			
DRAFT		Ten Year General Fund Debt Plan Review			
		Department of Finance			
11/7/2022			5% Limit		
	Year	Net Debt		Variance	
Projected					
	2022	$2,855,696	$4,550,026	$1,694,330	
	2023	$2,839,293	$4,762,804	$1,923,511	
	2024	$3,052,377	$4,905,688	$1,853,311	
	2025	$3,837,908	$5,052,859	$1,214,951	
	2026	$4,088,286	$5,204,445	$1,116,159	
	2027	$3,802,371	$5,360,578	$1,558,207	
	2028	$3,809,834	$5,521,395	$1,711,561	
	2029	$3,581,714	$5,687,037	$2,105,323	
	2030	$3,322,418	$5,857,648	$2,535,230	
	2031	$3,330,845	$6,033,378	$2,702,532	
	Totals:	$34,520,742	$52,935,857		
	Average:	$3,452,074	$5,293,586		
	Variance:		$1,841,512		
Note(s):	1. It is the current policy of the City of Melrose that the G/F net				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CHART - 1		City of Melrose			
DRAFT	Ten Year General Fund Debt Plan Review				
11/7/2022		Department of Finance			
	Year	Net Debt	5% Limit	Projected Budget	Percent
	2022	$2,855,696	$4,550,026	$91,000,522	3.14%
	2023	$2,839,293	$4,762,804	$95,256,080	2.98%
	2024	$3,052,377	$4,905,688	$98,113,762	3.11%
	2025	$3,837,908	$5,052,859	$101,057,175	3.80%
	2026	$4,088,286	$5,204,445	$104,088,891	3.93%
	2027	$3,802,371	$5,360,578	$107,211,557	3.55%
	2028	$3,809,834	$5,521,395	$110,427,904	3.45%
	2029	$3,581,714	$5,687,037	$113,740,741	3.15%
	2030	$3,322,418	$5,857,648	$117,152,963	2.84%
	2031	$3,330,845	$6,033,378	$120,667,552	2.76%
	Totals:	$34,520,742	$52,935,857		
	Average:	$3,452,074	$5,293,586		
	Variance:		$1,841,512		
Note(s):	1. It is the current policy of the City of Melrose that the G/F net non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures will be developed as interest rates are locked in.				

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Golden, Kerriann
Sent: Friday, October 28, 2022 12:42 PM
To: Grigoraitis, Jennifer
Cc: Dello Russo, Patrick; Phillips, Shannon; Latta, Polina; Ghobrial, Andrew; Cinella, Christopher
Subject: RE: Request for additional documentation for orders 2023-29, 2023-30, 2023-31
Attachments: 8404ContractStabilizationHistory.pdf; 2006-221 Creation of Contractual Obligations S&W Stabilization Fund.pdf

Good Morning Councilor Grigoraitis,

Patrick and I are providing the information for the questions below that are relevant to our piece. Attached please find a 10 year history of the Contract Stabilization Fund. This fund was established by the Council Order attached 06-221.

-Contract Stabilization was established by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B.
-Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

For orders 2023-30 and 2023-31- Yes, these raises will be retro to the start of Fiscal Year 2023. For the FY 2023 budget, Steps and longevity changes were budgeted. Appropriation Orders 2023-30 and 2023-31 represent the COLA negotiated with both Local 272 Clerical and Local 272 Laborers.

Thanks
Kerri
Assistant City Auditor
City of Melrose
562 Main Street
Melrose, MA 02176

From: Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Sent: Monday, October 24, 2022 11:27 AM
To: Latta, Polina <platta@CityofMelrose.org>; Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Phillips, Shannon <sphillips@CityofMelrose.org>
Cc: Ghobrial, Andrew <aghobrial@CityofMelrose.org>; Cinella, Christopher <ccinella@CityofMelrose.org>
Subject: Request for additional documentation for orders 2023-29, 2023-30, 2023-31

Good morning,

My understanding is that some combination of the three of you will be before the Appropriations & Oversight Comm to speak to these three orders. In advance of that meeting (which I know Andrew is working to get scheduled), I would like to receive the following additional information:

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- ten-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement)
- Copy of the compensation study completed by the consultant any any related documents
- A list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act
- List of all positions by job title and department slated to be adjusted under the 2023-29 funding request
    - For these positions, total current annual compensation, inclusive of stipends, COLAs ,and any other monetary compensation paid out of all City funds (operating and enterprise)

Additional questions (that I am happy to discuss beforehand and also anticipate asking in the meeting):

- What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above?
- Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why?
- Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract. When was this contract settled? Are these raises retro to the start of the fiscal year? Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

Thank you.

Best,

Jen

Jen Grigoraitis, *she/her/hers*

Ward 6 Councilor, City of Melrose

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****
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Established Council Order 06-221 in accordance with MGL Chapter 40, Section 5B		
8404 Contract Stabilization		
Detail	**Description**	**Funding Orders**
Opening Balance Fiscal year 2013		
2014-74	Clerical - 1 Year	(17,104.23)
2015-102	Library 1 Year	(12,343.95)
2016-55	Laborers 1 Year	(73,241.53)
2016-56	Laborers 1 Year Cemetery	(19,718.89)
2017-39	Fire 2 Years	(369,520.22)
2017-36	Clerical - 1 Year	(9,593.40)
2017-109	Patrol 2 Years	(213,259.09)
2018-55	Library 1 Year	(13,000.00)
2018-152	Fire 1 Year	(103,750.00)
2019-52	Police 1 Year	(101,827.00)
2020-17	City Solicitor - Liquor Commission stipend	(5,000.00)
2020-18	Clerical - 1 Year	(61,138.14)
2022-42	Fire - 2 Years	(317,693.00)
		(1,317,189.45)

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CITY OF MELROSE

In Board of Aldermen

June 5, 2006

AN ORDER

06-221 Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

Offered by Mayor Robert J Dolan

BE IT ORDERED

that, the creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" Number 8404, in accordance with Massachusetts General Laws Chapter 40, Section 5B be, and hereby is passed.

PASSED

JUN - 5 2006

President of the Board of Aldermen

APPROVED

JUN 7 2006

MAYOR

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

Melrose, 25 June 2006

The Committee on Appropriations

To Which Was Referred Paper No. 06-221

Entitled Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

REPORTS as Follows: that it recommends passage of the Order.

For the Committee

Robert A. Boisselle *Chairman*

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
Mayor

Telephone: (781) 979-444
Fax: (781) 662-218

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

GUIDELINES:

I. MULTIPLE STABILIZATION FUNDS

A. Creation of Funds

Stabilization funds may be created for one or more different purposes. G.L. Ch. 40 §5B. A fund may be created for a broad category of spending purposes, *e.g.*, any lawful purpose, capital budget purposes or purposes for which the community may borrow money. It may also be created for a specific purpose or project, *e.g.*, acquire a new fire truck or undertake a particular school construction project.

Creation of a fund requires a two-thirds vote of the legislative body of the city, town or district. The vote must clearly define the purpose(s) of the fund.

B. Pre-existing Fund

Any pre-existing stabilization fund balance should continue to be treated as a reserve for any lawful purpose, *i.e.* a "general" stabilization fund. The city, town or district can reallocate or earmark all or part of that balance to any new stabilization funds it creates by a vote to transfer monies from that "general" stabilization fund to the newly created fund. See Section I-D below.

C. Changing Fund Purpose

The purpose of a stabilization fund may be changed at any later time by a two-thirds vote of the legislative body. For example, if a community had established a fund in order to reserve monies to acquire a new fire truck and a balance remains after the purchase, the legislative body could vote to change the purpose to meet some new savings objective.

If a Proposition 2½ levy limit override was approved for the purpose of funding the particular stabilization fund, however, the city or town must also follow the referendum procedure explained in Section II-C below to be able to change the fund purpose and then continue using the additional levy capacity resulting from that override in future years.

D. Appropriations and Transfers

Appropriations into and from any stabilization fund require a two-thirds vote of the legislative body.

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CITY OF MELROSE

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
Mayor

Telephone: (781) 979-44
Fax: (781) 662-21

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

PUBLIC HEARINGS

Public Hearing Set _____

Melrose Free Press _____

MMTV _____

Public Works Notified _____

Utilities Notified _____

Abutters Notified _____

Post Call _____

Invoice _____

LICENSES

Sent	Fire	O	CORI	O
	Building	O	Health	O
	Wts. & Meas.	O	Police	O
Rec'd	Fire	O	CORI	O
	Building	O	Health	O
	Wts. & Meas.	O	Police	O
	Class II Bond	O		

Workers Comp Affidavit O

CLAIMS

Auditor	O	City Solicitor	O
Public Works	O	_____	O
_____	O	_____	O

emailed to department heads ●

Ordinances changes:

Mailed to General Code O

Copy to Book O

APPOINTMENTS

Letter 0 Oath O

№ 06-22/ original date May 15, 2006

In Board of Aldermen

Referred to Committee on

Appropriations

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

JUN 05 2006

Passed as amended	☐	Passed	☑
Rule _____ suspended	☐	Defeated	☐
Immediate consideration	☐	Place on file	☐
Reconsideration defeated	☐	Reconsidered	☐
Leave to withdraw	☐	Tabled	☐
Granted, adopted, confirmed	☐	Recommitted	☐
		Null & Void	☐

Ordained Roll Call 10 Yea O Nay

Mary Rita O'Shea
Clerk

Aldermen	Yea	
Boisselle	—	
Brodeur	✓	
Buonopane	✓	
Conn	✓	
Forbes	✓	
Heavey	✓	
Mortimer	✓	
Seaboyer	✓	
Tramontozzi	✓	
Wright	✓	
Infurna, Pres.	✓	

TOTAL	10	O

CITY OF MELROSE
TOWN OF MELROSE
EXPLORED 1629
CHARLESTOWN 1629
POND FEILDE 1638
MALDEN NORTH END
1649
INCORPORATED 1850
INCORPORATED 1900

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE **Legal Department**

Shannon Phillips
City Solicitor
SPhillips@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4184

To: Honorable Melrose City Council

From: Shannon Phillips, City Solicitor

Re: ***Order 2023-30 and Order 2023-31***

Date: November 3, 2022

Dear Honorable Council Members:

The two above-referenced orders are before you as the result of successor contracts being reached with two of our City Unions- Laborers' 272 and Clerical 272- effective Fiscal Year 23 to Fiscal Year 25- beginning June 27, 2022 and ending June 29, 2025.

Memorandum of Agreements were executed by the Unions (after ratification votes) and the City the end of September 2022, subject only to funding of the economic items by the Melrose City Council.

As a result, the above-referenced orders are requesting funding for pay due to the members of both Unions for Fiscal Year 23.

The major economic terms agreed upon in these contracts are as follows:

Clerical Union Financial Highlights:

- Cost of living adjustments: FY23- 2%; FY24-1.75%, FY25- 1.75%
- Second and third years of contract one new step will be added to the salary schedule which will be 2% higher than the previous step in an effort to retain senior staff by providing for salary growth.
- Effective FY23 all elementary school nurses move up one group to Group 14 (same as other school nurses)- at the step closest to but higher than their current rate of pay in an effort to maintain internal equity and retain such hard to fill positions.

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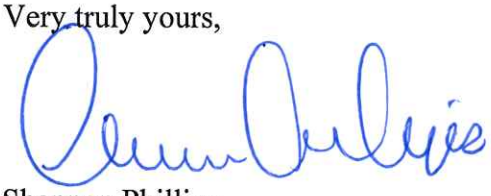
- Effective FY23 move all clerical jobs listed in Group 9 to Group 10 to the step closest to but higher than their current rate of pay. This was done to make the lowest paid union positions more competitive within the labor market and attract and retain employees.

Laborers' Union Financial Highlights:

- Cost of living adjustments as follows: FY23- 1.75%; FY24-1.75%, FY25- 1.75%
- One new step will be added on salary schedule, 2% higher than the previous step, each year of the contract in an effort to retain senior staff by providing for salary growth.

I will be present at Monday night's Appropriation and Oversight Committee meeting to answer any questions you may have.

Very truly yours,



Shannon Phillips

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FY23 CLASSIFICATION PLAN City of Melrose Grade / Position
6
No Positions Assigned
7
No Positions Assigned
8
Administrative Assistant-PT (Veterans, Recreation, Police)
Event Operations Assistant - Memorial Hall
Pine Banks Laborer
9
Animal Control Officer - PT
Assistant Parks Superintendent
Human Resources Assistant
Program Coordinator - MA in Motion
Program Coordinator - Tobacco/Alcohol
Recreation Coordinator
10
Assistant to the Director of Inspectional Services
Executive Assistant to City Solicitor
Executive Office Manager - Police
Finance Administrator - Fire Dept./Public Safety
Milano Center Manager (COA)
11
Assistant City Clerk
Clerk of Committees
Finance Manager (Auditing)
Public Health Specialist
12
Cemetery Administrator
Communication and Community Outreach Coordinator
Emergency Management Director
Local Building Inspector (Certified)
Plumbing and Gas Inspector
Sealer of Weights and Measures
Project Engineer
Water-Sewer Administrator (Billing)
Wiring Inspector
13
Assistant Library Director/Head of Technical Services
Assistant Treasurer
Building Systems Supervisor - DPW
Human Resources Coordinator
Project/ Systems Administrator
Senior Planner
Sustainability Manager
Systems Analyst IT (city and schools) - networks/databases

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FY23 CLASSIFICATION PLAN City of Melrose Grade / Position
14
Veterans Services Director (Regional Position)
15
Director of Economic Recovery and Business Development
16
Assistant Director of IT
Executive Director Melrose Memorial Hall
City Clerk
17
Deputy City Engineer
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)
Recreation Director
Superintendent of Parks (Mount Hood. Golf Course,Open Space)
18
Assistant Auditor
Council on Aging Director
Executive Director - Melrose Retirement System
Facilities Manager - City and Schools
Operations Manager - DPW
19
Assistant Director - DPW Administration and Finance
Chief Assessor
City Engineer
Director of Community Development and Planning
Director of Inspectional Services/Building Commissioner
Director of Strategic Initiatives and Communications
Health Director (Regional)
Library Director
Treasurer/Collector
20
Assistant City Solicitor
21
Chief Information Officer (city and schools) / IT Director
Human Resources and Labor Relations Director
22
No Positions Assigned
23
Chief Financial Officer and City Auditor
City Solicitor - Labor Counsel
Director of Public Works

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MELROSE CONSOLIDATED CNU PROPOSED FY2023 PAY PLAN

Step / Grade	1	2	3	4	5	6	7	8	9	10
8	20.91	21.33	21.76	22.20	22.64	23.09	23.55	24.02	24.50	24.99
9	27.54	28.09	28.65	29.22	29.80	30.40	31.01	31.63	32.26	32.91
10	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79
11	34.75	35.45	36.16	36.88	37.62	38.37	39.14	39.92	40.72	41.53
12	38.25	39.02	39.80	40.60	41.41	42.24	43.08	43.94	44.82	45.72
13	40.80	41.62	42.45	43.30	44.17	45.05	45.95	46.87	47.81	48.77
14	42.84	43.70	44.57	45.46	46.37	47.30	48.25	49.22	50.20	51.20
15	44.68	45.57	46.48	47.41	48.36	49.33	50.32	51.33	52.36	53.41
16	48.96	49.94	50.94	51.96	53.00	54.06	55.14	56.24	57.36	58.51
17	50.75	51.76	52.80	53.86	54.94	56.04	57.16	58.30	59.47	60.66
18	52.79	53.84	54.92	56.02	57.14	58.28	59.45	60.64	61.85	63.09
19	54.88	55.97	57.09	58.23	59.39	60.58	61.79	63.03	64.29	65.58
20	57.63	58.78	59.96	61.16	62.38	63.63	64.90	66.20	67.52	68.87
21	62.99	64.24	65.52	66.83	68.17	69.53	70.92	72.34	73.79	75.27
22	66.10	67.42	68.77	70.15	71.55	72.98	74.44	75.93	77.45	79.00
23	75.07	76.57	78.10	79.66	81.25	82.88	84.54	86.23	87.95	89.71

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HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

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Andover, Massachusetts 01810
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CITY OF MELROSE, MASSACHUSETTS

COMPENSATION AND CLASSIFICATION STUDY
Non-Union Positions

FINAL REPORT

April, 2022

HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
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April, 2022

Mayor Paul Brodeur
City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

Human Resources Services, Inc. (HRS) is pleased to present this ***Compensation and Classification Study for Non-Union employees*** to the City of Melrose, MA. This report represents the culmination of a detailed position classification and compensation review for all non-union employees engaged in a variety of municipal work activities. This report, along with the Organizational Needs Assessment Report submitted separately provides the City of Melrose with the totality of the analysis as it was conducted for the City. The City had made the decision that the two elements (comp/class and organization review) of the consulting engagement should be developed for better efficiency and implementation.

In particular, we wish to thank the Human Resources and Labor Relations Director, the Chief Financial Officer/Auditor, Mayor's staff, and non-union employees and managers who have contributed significantly to this effort. Employee input through forms and on-site interviews, as well as comments and suggestions received, made a valuable contribution to the study. We greatly appreciate everyone's ability to meet with us and provide information in a timely manner. HRS will remain available

to answer any procedural questions the City may have in the implementation of the study's recommendations. While this is a final report, we will remain available to make any modifications needed to make this a useful tool for the City.

Very truly yours,

Sandy

Aleksandra E. Stapczynski
President

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CONSULTANT TEAM

Aleksandra (Sandy) Stapczynski, Project Manager and Principal Consultant

Reginald (Buzz) Stapczynski, Management Consultant

Barbara Wooten, Management Consultant

Tony Torrisi, Management Consultant

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CITY OF MELROSE, MASSACHUSETTS COMPENSATION AND CLASSIFICATION STUDY FOR NON-UNION

I. Introduction

A. Scope of Services

The City of Melrose, MA retained Human Resources Services, Inc. to conduct a comprehensive compensation and classification study of Non-Union Positions. This study was commissioned to examine the responsibilities, work performed, and market pay rates for each position included in the study. In general, the study involved developing new job descriptions, classifying those positions according to a uniform point analysis standard, surveying the market of comparable municipalities and other organizations as needed to determine representative rates of compensation, and developing and *recommending* a new compensation and classification plan and system for the non-union group of positions.

The objectives of the study were to:

- Develop a job evaluation system that would encompass all non-union positions and ensure that compensation levels were both internally equitable and externally competitive.
- Develop for the City the necessary guidelines for administering compensation on an ongoing basis to ensure that pay levels remain equitable and competitive.

In scope, the study included all non-union positions (approximately 70 in number). Another approximate dozen positions were evaluated for

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compensation only for the organizational review and staffing needs.

HRS' approach to the study was comprehensive. The study began by collecting job content information for those positions to be evaluated. Job content evaluation factors and appropriate factor weightings were prepared and analyzed. The evaluation process involved a comparative approach where each position was compared to all others on each evaluation factor, one factor at a time.

A grade structure was developed by tabulating competitive data for the benchmark positions and studying trends in the market. A tentative pay structure and classification listings were presented to the City for their consideration. Employee listings comparing each individual's salary to the proposed structure and associated implementation costs were prepared for Finance.

This report is prepared for the City to document in detail the procedures for position evaluations and gradings and development of the salary structure. It also sets forth the recommendations for the implementation and ongoing administration of the system.

Through the consultant teams evaluation comparing both market data and job ratings point totals, it was determined the appropriate number of salary levels needed to clearly differentiate varying levels of job value. Twenty-three salary levels emerged as a suitable number for the City to develop a new consolidated non-union compensation and classification plan. Positions were assigned to a salary grade level on both the basis of its total point scores, and the external job market.

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A position compensation and classification plan is an essential component of a total personnel administration program. The perception that the compensation plan is objective and fair in its assignment of pay to individual positions lends credibility to the organization's entire personnel system. This study and its recommended plan is derived from a systematic, formalized and objective method for developing equitable job groupings and compensation levels for all positions covered. An underlying assumption is that all positions and individuals should receive "equal pay for equal work." However, the initial implementations of the recommended plans are not the final steps in achieving job equity. Rather it establishes a uniform point of beginning from which to regularly review and ensure that decisions regarding position requirements and compensation accurately reflect the organization's current service needs and the performance of employees. Each new position established and adjustments to the plan need to be done in a consistent manner to maintain the plan's integrity and relevance.

According to the Massachusetts Employment Pay Act, (MEPA), employees doing equal work should be paid equally. Our methodology and system addresses the major components required of MEPA. For work to be equal or comparable, it must involve substantially similar skill, effort, and responsibility, and be performed under *similar* working conditions, but are not necessarily identical or alike in all respects. The requisite requirements or skill includes an employee's experience, training, education, and ability to perform the jobs. An employee's skill must be measured in terms of the performance requirements of a job, that is why it is important to always ensure that the job descriptions are up to date and accurate so employees know what is expected of them in their jobs. Effort refers to the amount of physical or mental exertion needed to perform a job. Finally, responsibility encompasses the degree of discretion or accountability involved in performing the essential functions of a job.

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For maximum effectiveness, the relationship between consultant and client must be a cooperative effort. While Human Resources Services assumes responsibility for all final recommendations, client input has been actively sought, carefully weighed and incorporated into the report whenever possible and appropriate.

B. Specific Study Process

This project included the following steps:

- *Organizational Meeting* with Mayor, HR Director, and Finance to discuss the goals and objectives of the study; and to orient top executives on the process and methodology that would be used.

- Several *Orientation Meetings* with employees and managers to explain project activities, objectives, methodology. Position Analysis Questionnaires were distributed to employees at these orientation sessions. The meetings also gave everyone an opportunity to meet HRS consultants and to ask questions.

- A thorough *Job Analysis Process* which involved reviewing position duties and responsibilities (essential functions) and requisite requirements of the job, utilizing position analysis questionnaires and on-site interviews with all employees.

- Preparation of updated *Job Descriptions* with review and comment from employees, managers and HR staff. The client had an opportunity to

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thoroughly review the draft job descriptions.

- A thorough *Job Evaluation Process*. Position rating and ranking utilizing HRS' rating manual.

- Development of a *Classification Plan*. Position assignment to grades based on a system of objective evaluation.

- Thorough *Market Analysis* using primarily comparable municipal organizations jointly selected by the City of Melrose and HRS.

- Establishment of *Compensation Schedule* using comparative wage data as a general guide.

- Several *meetings in person and through telephone conference* with the *Chief Financial Officer and Human Resources Director* to discuss pay policies and review draft work products (i.e. job descriptions, classification plan, salary schedule, comparative data, ratings, and other related project documents).

- General guidance on *Implementation*.

- Final *Presentations* to the City and employees shall be given upon request of the City. Based on any additional information received, HRS shall make adjustments as appropriate and amended the Final recommendations.

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- Final preparation of *Report* to the City of Melrose with explanation of recommendations and methodology.

The following documents have been prepared for the City of Melrose:

- Proposed Position Titles
- Proposed Classification Plan
- Proposed Compensation Plan
- Compensation Comparisons Chart
- Market Data Analysis
- Placement and Costing out of Compensation Plan
- Position Analysis Question (PAQ)
- Updated Job Descriptions for each Position
- Evaluation Materials and Documents
- HRS Position Rating Manual

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II. Job Descriptions

A. Preparing the Job Descriptions

One major aspect of this study involved the development of updated job descriptions. Through the job analysis process, HRS discovered that many of the current job descriptions were outdated and there was no consistent format for descriptions. HRS' proposed job descriptions are submitted to the City of Melrose as part of this final report; they are provided in electronic Word format only. They also provide the necessary language to aid in recruiting minority employees, as the City has made diversity and inclusion a major emphasis in all recruitment efforts.

In addition to assisting with the development of job analysis and classifications, good descriptions produce many other important benefits. These job descriptions emphasize the purposes of each position and the types of results which each incumbent is expected to produce. Representative examples of the work performed and minimum qualification requirements are listed. These job descriptions are small but important components of more comprehensive personnel, organizational and administrative systems or plans. They can and should be used not only for recruitment and promotion, but as tools to assist in the administration of the City. They help define initial expectations, provide fundamental building blocks for administering compensation systems, and give additional definition to organizational charts. Because they focus on purposes and results, they can and should be used when developing employee objectives, performance plans and performance appraisals.

The job descriptions presented to the City are up-to-date, clear, and identify the duties of each position, as well as the education, experience, training, knowledge, ability, and skills, and competency levels required.

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B. The Significance of Job Descriptions.

Today, job descriptions have become more important than ever. Although employers are not required by law to have written job descriptions, there are many laws that impact the employer-employee relationship and having job descriptions can help the organization comply with those regulations. There are federal laws such as the Fair Labor Standards Act (FLSA) that impact employees. Other laws, such as federal discrimination statutes, prohibit discrimination against various protected classes. Because job descriptions document the duties and qualifications of a job, they can help support why one applicant was qualified and another was not, why one position pays more than another, or why an employee is terminated for poor performance.

Under the ADA, job descriptions, particularly the lists of duties and responsibilities, take on new significance. The purpose of the ADA is to ensure that individuals *with* disabilities be given the same consideration for employment that individuals *without* disabilities are given. Essential functions are the primary or fundamental job duties intrinsic to a position, that is, the duties that are essential to achieving the objectives of the job. Related to the essential functions or duties are the tools and equipment used to perform the essential job functions, the physical demands of the job duties, and the work environment in which the duties are performed.

The new job descriptions include: (1) prerequisites for each position, including the physical needs, knowledge, ability, and skill, education, training and experience; (2) essential job functions; and (3) work environment. All job descriptions should be reviewed and updated periodically to ensure accuracy. Positions can change for many reasons: (1) an incumbent starts assuming more responsibilities in addition to the duties in the job descriptions, (2) staff changes, (3) changes in procedures and

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processes, (4) new technology, tools, or machines, (5) external regulations or legislation, (6) reorganizations, (7) new supervisor or manager.

In short, the process of developing accurate and uniform job descriptions forces the employer to analyze each position and to identify the position's necessary qualifications (the "requisite skill, experience, education, and other job-related requirements"), as well as to determine the position's "essential functions."

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III. Classifying and Compensating Positions

A. The Classification Plan

It is important to consider the objectives of (1) **Job Analysis** and (2) **Job Evaluation** when reviewing the proposed classification plan. Building the classification plan involved both job analysis and job evaluation.

Of critical importance in the process of reviewing jobs are the inherent job factors and the particular skills or quality of work required of the position. A thorough **Job Analysis** produces, in general, five kinds of basic information to aid in this process:

1. *nature of the work* (e.g., essential functions and purpose/objective of the position)

2. *level of the work* (e.g., degree of complexity and accountability)

3. *job requirements* (e.g., the knowledge, skills, abilities and other special requirements/characteristics needed to perform the job)

4. *job qualifications* (e.g., minimum education, training and experience needed to qualify)

5. *working conditions* (e.g., the psychological, emotional and physical demands placed on employees by the work environment).

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Information about each position studied was obtained through detailed position analysis questionnaires (PAQ) and employee interviews. Employees were asked to describe their positions in detail on the PAQ form. Examples of information requested from the PAQ included: job summary, essential functions, education, training and certifications, knowledge, ability, skill, experience, physical requirements, supervisory responsibilities, and technologies and equipment used. Finally, interviews were conducted to clarify and augment the employees' questionnaire responses.

Job Evaluation is a process that establishes the relative value of jobs within an organization. There may be several reasons for carrying out this process; the main ones are: (1) to establish the correct rank order or groupings of jobs, (2) to establish the relative distance between jobs within the ranking, (3) to provide an objective measurement of job size for comparison with other jobs and enable salary comparisons to be made.

Job evaluation is the process whereby positions are analyzed, measured and compared against a common set of criteria in a systematic and objective manner. Job evaluation does not produce a rate of pay. Rather, it produces a ranking of jobs in terms of "job content" around which a salary structure can be established. Similarly, the evaluation process does not measure an individual's performance. The evaluation looks at the job, not the job holder; it assumes that the job is being performed to a fully acceptable standard and that all the identified requirements of a job are being met.

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Using a point-factor evaluation system, positions were rated by the consultants and then ranked and assigned a grade. Fourteen rating factors were used to rate all of the positions. These factors, detailed in HRS' Municipal Position Classification and Rating Manual, measured the requirements of each position in various areas. The following are a listing of each rating factor. The manual describes each factor in great detail and by degree.

1. Physical Environment
2. Basic Knowledge, Training and Education
3. Problem Solving Skills and Effort
4. Physical Skills and Effort
5. Experience
6. Interactions with Others/Customer Service
7. Confidentiality
8. Occupational Risks
9. Complexity
10. Supervision Received
11. Supervision Given
12. Supervision Scope
13. Judgment and Initiative
14. Accountability

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As mentioned previously, job rating is not synonymous with performance evaluation. The position, not the incumbent, is evaluated, assigned points and a grade derived. One of the best information sources for rating a position is a current and relevant job description and/or a recently completed PAQ which is why these should always be completed early in the process. The process described in HRS' Municipal Position Classification and Rating Manual increases the uniformity and objectivity in the application of judgments about positions and the groupings of positions. This process can be used to update the proposed classification plan, to determine how to place new positions on the plan, and to re-grade a current position with adjusted duties to a different grade. Samples of the *Position Rating Summary Sheet* are included in the Manual along with the *Points Assigned to Factor Degrees*. A custom *Grade Determination Scale* was developed for the City of Melrose.

B. Market Survey and Developing the Compensation Plan

Human Resources Services, Inc. conducted a thorough salary survey and market analysis to determine the market competitiveness for positions included in this study. To measure the pay rates among competitors for these positions, HRS distributed custom survey documents to comparable municipal organizations jointly identified by the City and HRS. For this study, HRS received survey responses from the following Massachusetts municipalities for compensation, benefits and other related information:

1. Arlington
2. Newburyport
3. North Andover
4. Peabody
5. Reading
6. Salem

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7. Saugus
8. Stoneham
9. Wakefield
10. Winchester; and
11. ERI and MMHR Data

The City of Melrose is a well-managed forward-thinking community with a history of a creative and complex organization. The consultant team met with city management/finance and human resources staff to review a draft pay/class plan and to review the market data collected and discuss its meaning. An initial analysis of the market data involved reviewing the average, median, range, 75th percentile and 90th percentile. A comparison was then made to current Melrose salaries for this non-union group of positions.

All of the comparative data is current information and presented on the following pages. Most of the data was collected during the fall of 2021. HRS collected minimum and maximum salary ranges from the comparable organizations. Certain data may have been pro-rated to hourly for comparison purposes only. In each cell, the top number indicates the minimum salary range for each position and the bottom number indicates the maximum salary range for each position. Virtually every organization had some type of a pay/class structure.

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For each position analyzed, data points were collected from the labor market. The data points indicate the amount of salary information for each position surveyed. In some instances: (1) the organization did not have a comparable position; or (2) the consultants determined that the position was not comparable to the position in Melrose. HRS used professional discretionary judgment when comparing positions to the comparable data. If there was less than two data points of salary information for a position, HRS placed more emphasis on the position rating when placing the position on the compensation/classification plan. While this market analysis and information provides the City of Melrose with benchmark salary data to set the parameters for compensation decisions, the client must also consider the "uniqueness" of certain positions in the organization as well as the organization's compensation policies. The compensation and classification plans are attached to this report for your review.

C. Description of Compensation and Classification Plan

Setting the rates of pay for jobs on the position hierarchy results in what is called a "pay structure". When reviewing or developing pay rates, a number of major policy decisions are typically made. For example: How should the City's pay rates compare to the market? How competitive does the City want to be? What type of structure is best for the City; steps, ranges, quartiles, etc. For what does the City want to pay? (i.e. job content, seniority, performance, cost of living, etc.) How does the organization currently pay its employees? The resulting compensation plan must reflect the City's pay policies, the market place, internal job values, and the financial desire of the City to pay at a given level to attract needed talent. It should also ensure internal and external fairness. "Internal" being comparable worth within

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the organization of the classification plan; and "external" being the market to ensure a competitive pay structure.

The proposed compensation and classification plan is presented on the following pages. Pay ranges were set for groups of positions which the consultants determined should be paid equally. There are twenty-three grades for this group and ten steps for each grade. There is 2 percent between each step. The City's current pay structure for the non-union positions includes a variety of pay scales. These were consolidated into one uniform compensation plan, thus making it less complex. This will allow for more equity, especially when hiring new employees. Also the entire pay structure in its entirety has been updated to reflect the market. Comparative data was considered to set the grade parameters, while the classification process controlled the internal assignment of positions to progressive compensation levels. Currently, the City operates within a context of "pay steps" for this group of non-union positions. HRS recommends continuing the policy on pay steps for easier maintenance and consistency of the plan. In general the pay ranges were developed utilizing the salary market data and targeting approximately the 75th of market. It was necessary to target the 75th of market in order to remain competitive as compared to other advanced municipalities in Massachusetts. HRS provided the City with additional benchmark salary data too from its ERI (Economic Research Institute) database of salaries and wages.

The proposed compensation plan is based on current compensation data. This is a base salary plan and does not include compensation for stipends, cost-of-living, benefits, or other compensation. It is up to the City to determine its ability to pay with regards to implementation of this proposed pay plan.

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Those employees falling below the grade range should be brought into the entry level of the grade ranges as soon as possible. The salary schedule should be updated with a cost-of-living for each succeeding fiscal year. The consultants costed the plans in a variety of ways for the finance department, but it is up to the City to determine the policy for implementation. HRS will of course remain available to provide the necessary guidance.

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IV. Implementation and Other Recommendations

The following sections are intended to assist and guide the City of Melrose in implementing the proposed compensation and classification plan for non-union positions. Successful implementation will require a concerted effort by management, employees and city officials.

1. Compensation Structure and Maintenance

   The recommended pay structure contained in this report is designed to provide appropriate compensation through the next three fiscal years. An initial review of the structure would be appropriate by fiscal year 2026, and then subsequent reviews annually. Review of the structures should take into consideration both internal and external conditions.

   The distribution of individual salaries, both by salary level and position within salary level, should be regularly examined to determine whether there is sufficient opportunity for continued salary growth.

   Since organizational arrangements and position duties and responsibilities may change from time to time, it will be necessary periodically to reevaluate existing positions and evaluate new positions.

   It is most important that Melrose regularly audit and review their compensation system to ensure its validity. We believe that Melrose did not do this for some time, and therefore their plans were outdated.

2. Initial Placements for Current Employees

   The placement of two or more positions on a certain grade represents a judgment that those positions should be compensated comparably within the grade range provided. The range is like a scale providing the City with

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the opportunity to make distinctions between employees (not positions) based upon established criteria, applied consistently. These criteria might include job performance, special abilities, experience, longevity, gender-equity, and/or any other factors determined by the City.

For initial placement of incumbents within the plan, the City should assign employees to be placed at the step closest to but just above their current wage/salary in order to not reduce the pay of any current employee. The City should also realize that this minimum approach may not recognize certain distinguishing factors among employees.

3. Salaries Below Pay Range

   If the salary of an employee is below the minimum of the grade range at the time of implementation, every effort should be made to bring it into the range.

4. Salaries Above Pay Range

   To maintain morale and a sense of fairness, HRS recommends the City not reduce the compensation level of any current employee. If an employee's current salary falls above the upper limit of the recommended grade range, then the City should maintain the employee's salary above the maximum for the grade until the employee retires or separates from the City. This is called "red-circling" a position. New employees can be hired at the appropriate lower pay rate. HRS recommends a single administrative policy be adopted and subsequently applied in all cases.

5. Consolidate Classification Plan

   HRS recommends that the City develop one consolidate classification plan as we have proposed in this report for the non-union positions, the multiple

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salary schedules approach based on hire date should be eliminated. One consolidated plan will ensure better internal equity for positions; so the rating point values of grades are the same and consistently applied; and so the pay equity of positions match the requirements of MEPA; and finally the entry pay is similar for those falling on a similar grade. (Currently the City has multiple plans for the non-union.)

6. Vacancies

When a vacancy develops, it is a good time to automatically review the position. This may involve a job analysis and updating the job description and reviewing the market for the particular position. Positions should also be evaluated according to the appropriate rating factors. Point totals should be calculated for each position by adding the point scores from the degree levels achieved under each factor. On the basis of total points, position generally should be assigned to the appropriate salary levels, according to the established salary level point ranges; and also taking into consideration the external market.

7. Salary Plan

HRS has proposed the following:

- Creation of a salary schedule with each grade having a salary range consisting of a minimum and maximum; and series of steps.
- Positioning of the salary structure at the 75th of market.
- Establishment of a competitive salary schedule, particularly for those fields of study that are considered to be in high demand and that may command high salaries in the market (i.e. Finance, Health, Technology, Facilities, etc.).

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8. Update and Maintain the Classification and Compensation Plan

   The human resource department should maintain and update the compensation and classification plan. This would include the following tasks:

   - Conduct regular position reviews to assure positions have current functional job descriptions that are based on job content.
   - Conduct job analysis of new positions to assure these positions are properly assigned to a grade.
   - Review positions to ensure internal equity in relationship to other City of Melrose classifications.
   - Conduct periodic salary surveys to ensure market competitiveness.
   - Review MEPA requirements.

9. FLSA Status

   HRS also determined the FLSA Status (exempt/non-exempt status) of the positions included in the study. HRS recommends that City of Melrose regularly evaluate the FLSA status with its labor counsel, as case law may cause changes. HRS utilizes the ERI Occupational Assessor to determine FLSA status of positions. The results of the FLSA audit information was provided to Human Resources.

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10. Cost-of-Living Increases vs. Step/Range Movement

Here, it is important to distinguish between (1) a cost-of-living increase and (2) a step increase. A cost-of-living increase is intended to recognize and respond to a general rise in the cost of goods and services experienced by the general population. Each year, the City should determine an appropriate cost-of-living adjustment and apply that increase across the entire compensation schedule. A range movement (step increase) addresses the issue of how employees move along the levels within a grade from minimum to maximum, based on performance, longevity, special skill, certification, etc. The compensation plan should consist of two components: (1) the range adjustment factor (RAF); and (2) the movement-increase factor (MIF), which is based on merit step increase. The RAF is the movement of the total salary range, while the MIF is the movement *through* the salary range steps. A salary-range increase consists of the sum of these two components, plus their interaction or compounding result; thus a salary/wage adjustment. It is very important to regularly update the entire compensation structure with a COLA, or it will quickly become outdated, and the City will have difficulty recruiting talent.

11. Performance Appraisal and Merit-Increase.

It was not within the scope of services for HRS to develop a performance appraisal "tool" for the City of Melrose, MA. HRS has a few suggestions, should the town decide to implement a new updated performance system. A *Management by Objectives System* would be an appropriate methodology for employees engaged in high-level managerial, supervisory or professional positions. A *Uniform Performance Criteria System* is the most commonly used methodology and is best suited to positions where employees

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consistently perform the same type of work on a fairly regular basis. This format works well for administrative, clerical, laborers, and other non-exempt positions. The City should consider updating its performance appraisal systems and provided the necessary training for employees, supervisory personnel, and department heads.

12. Determination of Individual Wages/Salaries.

What follows are some general implementation and maintenance guidelines.

a) New Employees

Applicants with qualifying experience are normally hired close to the normal starting rate of the new range. Applicants with outstanding qualifications; education, training and experience may be hired at the wage/salary within the range for the position, but normally no higher than the midpoint of the range. In rare cases, for positions that are very difficult to recruit, it may be necessary to hire beyond the mid-point of the pay range.

b) Transfers

Employees transferred to a position at the same level as their present position will normally receive the same salary paid at the time of the transfer.

c) Transfer to a Lower Salary Grade

Employees transferred by necessity (such as reduction in staff), rather than for inadequate performance, should receive their present salary, although this may exceed the maximum for the lower classification.

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d) Promotional Increases

If employees are promoted on a “trial” or “acting” basis, the promotional increase may be deferred until they have demonstrated their ability to handle the duties of the higher classification.

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In closing, this HRS methodology will be of assistance in furnishing improved tools and guidance to management and human resources. Ensuring that job descriptions, salary and classification plans are regularly reviewed and have valid methodologies will ultimately improve the management of compensation for all positions. The HRS System will provide a framework within which most salary matters can be handled going forward. While both job evaluation and salary surveys attempt to achieve consistency in the pay structure, they use different criteria to evaluate consistency (i.e. internal vs. external comparison). This methodology works at striking a balance between internal and external pay equity.

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ATTACHMENTS

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Administrative Accounting Assistant (Police) - PT	19.51	4	24.49	19.00	25.11	27.66
	21.50	5	31.24	35.44	31.20	35.44
Animal Control Officer - PT	24.47	4	21.68	14.00	21.92	24.43
	26.96	7	30.55	38.84	30.00	35.86
Assistant Auditor	36.95	6	31.90	23.91	31.05	34.82
	47.49	8	41.62	60.91	39.23	45.36
Assistant City Clerk	31.68	7	29.12	17.21	28.46	33.14
	40.71	10	35.88	55.88	34.29	35.33
Assistant City Solicitor	46.21	3	38.89	17.21	45.11	49.73
	59.39	4	51.61	78.53	52.34	72.78
Assistant Director - DPW Administration and Finance	52.02	5	38.72	22.60	42.66	45.10
	66.84	8	51.18	62.32	54.75	56.50
Assistant Director of IT	36.95	2	41.97	38.29	41.97	43.80
	47.49	2	54.80	59.06	54.80	56.93
Assistant Director of Planning and Community Development	31.03	2	43.62	42.66	43.62	44.10
	34.19	4	55.51	58.87	55.03	56.11
Assistant Library Director/Head of Technical Services	36.95	6	33.73	20.34	34.37	40.00
	47.49	7	43.25	60.91	39.93	49.73
Assistant Parks Superintendent	not	2	30.33	27.05	30.33	31.96
(Benchmark)	on plan	2	40.58	45.56	40.58	43.07
Assistant to the Director of Inspectional Services	25.93	4	28.67	19.72	30.54	31.95
	33.32	5	34.27	45.08	36.59	38.60
Assistant Treasurer	36.95	9	30.82	17.21	31.30	32.08
	47.49	10	39.39	55.88	38.35	40.59
Building Systems Supervisor (HVAC Supervisor) - DPW	34.47	5	31.37	25.84	32.67	34.58
	37.98	5	42.65	50.48	43.11	48.23
Cemetery Administrator	31.03	4	29.58	24.75	29.99	33.10
	34.19	5	39.24	48.02	38.05	45.02
Chief Assessor	48.05	7	41.46	27.99	41.67	45.16
	61.74	10	56.78	74.16	52.14	66.12
Chief Financial Officer and City Auditor	68.93	5	50.95	32.37	54.35	55.46
	87.69	8	66.72	78.53	67.03	74.13
Chief of Police	contract	5	61.52	50.53	59.78	68.88
	63.58	8	81.44	94.33	82.82	88.33
City Clerk	39.52	3	39.92	37.28	37.88	41.24
	50.78	8	49.17	66.39	47.65	50.97
City Engineer	45.76	6	43.81	30.31	45.21	48.03
	58.80	9	55.47	68.29	55.00	64.37

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
City Planner	40.21	3	36.17	33.15	34.44	37.68
	44.30	4	49.01	60.91	46.91	52.95
City Solicitor - Labor Counsel	65.03	4	55.14	29.33	57.62	63.84
	82.73	5	71.24	90.19	73.48	86.39
Clerk of Committees	30.80	1	35.64	35.64	35.64	35.64
	39.58	2	47.87	49.80	47.87	48.83
Council on Aging Coordinator	19.51	3	23.90	23.15	24.04	24.28
	21.50	4	25.78	29.94	25.95	28.01
Council on Aging Director	48.05	8	35.88	22.78	34.85	39.85
	61.74	8	45.75	60.91	42.58	53.70
Communication and Community Outreach Coordinator	31.63	3	30.70	21.29	32.93	35.41
	40.71	6	39.77	48.02	41.46	46.14
Deputy City Engineer	39.52	3	42.03	37.26	37.53	44.42
	50.78	4	56.95	69.69	54.11	59.33
Director of Inspectional Services/Building Commissioner	39.52	7	45.12	41.00	44.59	46.08
	50.78	9	56.68	78.53	53.04	65.32
Director of Community Development and Planning	48.05	7	45.75	29.33	47.26	49.15
	61.74	10	58.72	86.39	54.77	64.92
Chief Information Officer (city and schools) / IT Director	57.87	5	48.79	44.59	49.05	49.76
	73.63	8	64.71	85.11	65.15	67.36
Director of Public Works	68.93	7	54.25	30.31	54.58	61.54
	87.69	10	70.60	86.39	72.10	79.20
Director of Strategic Initiatives and Communications (Mayor's Office)	48.05	3	46.34	41.00	45.64	49.00
	61.74	3	64.71	82.03	59.06	70.54
Energy Efficiency Manager	28.47	2	32.10	29.42	32.10	33.44
Benchmark	31.37	3	41.99	45.01	41.71	43.36
Executive Assistant to City Solicitor	28.26	2	31.15	30.14	31.15	31.65
	36.31	2	41.39	41.61	41.39	41.50
Executive Director - Melrose Contributory Retirement	44.40	2	40.71	32.37	40.71	44.88
	48.91	3	57.97	70.88	57.30	64.09
Executive Director Melrose Memorial Hall	33.88	3	32.94	31.31	32.92	33.75
	43.54	3	44.11	50.48	44.27	47.38
Executive Office Manager - Police	26.12	2	30.93	30.48	30.93	31.15
	28.79	8	36.10	41.29	36.76	38.72
Event Operations Assistant - Memorial Hall	19.51	1	20.65	20.65	20.65	20.65
	21.50	1	28.98	28.98	28.98	28.98

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Facilities Manager - City and Schools	45.76	4	51.19	44.59	50.20	55.88
	58.80	7	63.46	86.39	59.92	68.50
Finance Manager (Auditing)	28.26	2	31.08	30.32	31.08	31.46
	36.31	3	40.28	46.51	39.80	43.15
Finance Administrator - Fire Dept./Public Safety	25.67	3	28.31	27.30	28.74	28.81
	32.99	3	36.27	37.93	35.44	36.68
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)	39.52	4	43.88	31.37	46.54	50.58
	50.78	4	57.46	68.47	57.85	62.49
Fire Chief	contract	5	59.39	50.53	59.78	64.96
	66.27	8	73.94	86.39	73.87	77.58
Health Director (Melrose is regional)	61.35	6	36.18	23.91	36.84	39.97
	78.05	7	47.13	59.06	46.16	53.78
Human Resources Assistant	28.47	1	26.44	26.44	26.44	26.44
	31.37	2	35.63	36.27	35.63	35.95
Human Resources Director	48.05	7	41.82	26.71	41.67	46.82
	61.74	10	54.86	70.88	52.30	63.17
Human Resources Benefits Coordinator	36.95	7	29.58	17.21	29.31	32.69
	47.49	10	37.29	50.48	37.16	39.37
Library Director	36.59	7	43.20	25.35	44.59	48.06
	47.02	10	54.50	78.53	51.81	61.83
Local Building Inspector (Certified)	40.21	4	33.38	31.31	33.81	34.15
	44.30	7	40.21	50.48	40.39	42.71
Milano Center Manager (COA)	31.03	1	41.25	41.25	41.25	41.25
	34.19	1	54.84	54.84	54.84	54.84
Operations Manager - DPW	39.52	4	42.75	39.02	43.08	44.09
	50.78	6	51.68	58.09	51.66	56.60
Program Coordinator - MA in MotionZBA Clerk	28.47	1	25.38	25.38	25.38	25.38
	31.37	1	34.09	34.09	34.09	34.09
Planning Coordinator & ZBA Clerk	24.47	3	23.12	18.65	22.25	25.36
	26.96	3	29.85	34.15	30.25	32.20
Plumbing and Gas Inspector	28.47	5	28.83	19.95	28.46	32.93
	31.37	7	37.37	48.02	36.23	43.49
Public Health Specialist	34.47	2	35.90	33.61	35.90	37.05
	37.98	2	47.88	52.27	47.88	50.07
Program Coordinator - Tobacco/Alcohol	26.12	1	34.25	34.25	34.25	34.25
	28.78	1	46.91	46.91	46.91	46.91
Project Engineer	28.26	4	34.67	31.68	35.35	36.27
	36.31	6	43.86	53.61	43.05	46.60
Recreation Coordinator	26.12	7	25.39	17.21	24.52	28.84
	28.78	8	31.81	48.02	28.60	33.94

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Recreation Director	45.76	7	38.00	26.71	37.77	41.29
	58.80	9	48.96	70.88	44.90	53.07
Sealer of Weights and Measures	31.92	2	31.85	30.77	31.85	32.39
	35.17	3	42.74	48.02	40.39	44.20
Senior Planner	40.21	5	33.29	28.01	34.43	34.78
	44.30	7	43.64	51.27	45.01	50.19
Superintendent of Mount Hood - *Limited Data*						
	45.76	2	34.74	25.66	34.74	39.27
	58.80	2	47.56	60.47	47.56	54.01
Superintendent of Parks	not on plan	4	35.20	26.71	36.21	39.53
	29.12	5	41.90	49.77	39.80	45.02
Sustainability Manager	28.26	2	36.09	34.64	36.09	36.81
	36.31	2	51.34	55.88	51.34	53.61
Systems Analyst IT (city/schools) - networks/databases	30.80	3	40.97	34.43	42.66	44.24
	39.58	5	50.99	55.19	51.27	55.00
Treasurer/Collector	48.05	7	43.83	23.91	45.27	48.84
	61.74	9	58.05	78.53	56.17	66.39
Veteran's Administrative Assistant/PT	19.51	1	31.74	31.74	31.74	31.74
	21.50	2	36.34	42.56	36.34	39.45
Veterans Services Director (Regional Position)	39.81	6	28.35	19.95	28.23	31.23
	43.87	7	37.02	47.14	36.23	42.93
Water-Sewer Administrator (Billing)	30.80	3	24.94	21.29	23.75	26.77
	39.58	5	35.04	40.39	36.59	39.37
Wiring Inspector	31.92	6	30.87	19.95	30.70	34.32
	35.17	8	40.27	48.02	41.93	46.41

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
ADDITIONAL BENCHMARK DATA						
Assistant Health Director		3	32.23	29.58	33.51	33.56
		3	42.27	43.49	42.16	42.82
Director - E-911		1	32.87	32.87	32.87	32.87
		1	45.59	45.59	45.59	45.59
Dispatch Center Manager		4	26.63	22.27	26.72	28.57
		5	33.24	39.85	30.93	34.97
Dispatcher/Communicator		6	22.56	20.55	21.68	22.78
		6	27.80	36.23	26.48	28.00
Diversity, Equity and Inclusion Director/Coordinator		3	42.41	36.00	37.28	45.61
		3	58.97	82.11	48.22	65.17
Emergency Management Director		1	40.13	40.13	40.13	40.13
		1	45.34	45.34	45.34	45.34
Health and Human Services Director		3	51.93	49.62	51.82	53.08
		5	64.00	78.53	65.32	70.92
Help Desk Technician		4	30.23	28.05	29.63	31.51
		5	37.64	45.02	35.82	39.85
Mental Health Clinician		3	25.60	21.46	25.46	27.67
		3	36.04	43.61	32.94	38.27
Parks Grounds Laborer (Pine Banks)		4	20.94	17.46	20.31	23.10
		4	24.80	29.90	23.42	25.39
Park Ranger		1	24.03	24.03	24.03	24.03
		1	29.96	29.96	29.96	29.96
Purchasing Director/Coordinator		5	34.52	23.91	34.58	37.28
		6	44.89	55.19	48.61	50.11
Social Worker		3	30.88	22.73	33.61	34.96
		3	43.37	53.61	43.49	48.55

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SALARY ASSESSOR®
Individual Job Report

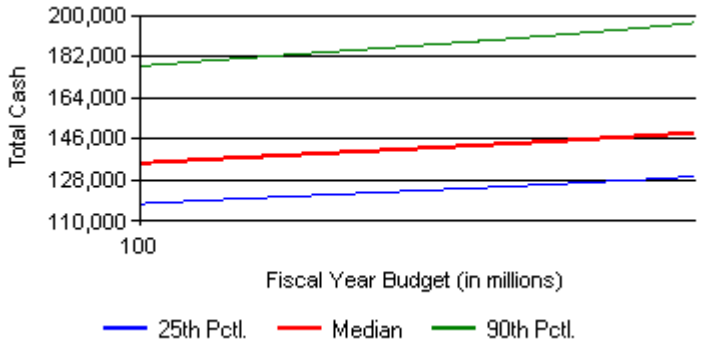
Police Chief

Specifications

Prepared For:	City of Melrose, MA
Area:	Massachusetts - Commonwealth Average
Industry:	Government - City Support Services
Industry Codes:	eSIC: 9104, NAICS: 921100, usSEC: 9721
Organization Size:	400,000,000
Education Adjustment:	
Skill Adjustment:	
Certification Adjustment:	
Annualized Salary Trend:	2.6% (Adjustment: 0.21%)
Planning Date:	2/6/2022
Database as of:	1/1/2022
eDot:	N/A
SOC:	N/A
Printout Date:	2/6/2022

(Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash — All Incumbent Median: $148,695

Fiscal Year Budget	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
400,000,000	129,379	145,333	148,695	173,738	196,680
200,000,000	123,194	138,462	141,757	165,331	186,740
100,000,000	117,513	132,114	135,290	157,868	177,787

The Police Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for police chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what police chiefs are making in 2022. The range is $157,868 to $173,738 at the 75th percentile. The all incumbent average is $148,695. This is hybrid data through ERI.

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SALARY ASSESSOR®
Individual Job Report

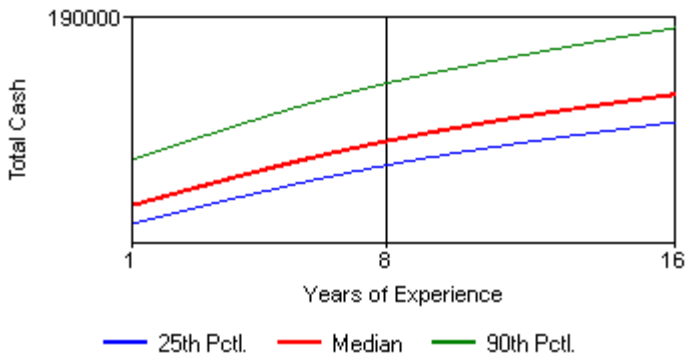
Fire Chief

Specifications

Prepared For:	City of Melrose, MA
Area:	Massachusetts - Commonwealth Average
Industry:	Government - City Support Services
Industry Codes:	eSIC: 0000, NAICS: 000000, usSEC: 0000
Organization Size:	(Data reported by years of experience)
Education Adjustment:	
Skill Adjustment:	
Certification Adjustment:	
Annualized Salary Trend:	2.6% (Adjustment: 0.21%)
Planning Date:	2/6/2022
Database as of:	1/1/2022
eDot:	N/A
SOC:	N/A
Printout Date:	2/6/2022

(Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash — All Incumbent Median: $129,224

Years of Experience	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
15	136,233	147,128	149,591	166,333	181,340
10	123,644	133,661	135,968	151,767	164,981
5	106,310	115,034	117,078	130,950	142,987

The Fire Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for fire chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what fire chiefs are making in 2022. The range is $130,950 to $166,333 at the 75th percentile. The all incumbent average is $129,224. This hybrid data through ERI.

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Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/Stipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho M
Clerk of Committees	City Council	61,151.00		600.00			61,751.00	64,461.25	3,310.25	5.4%	30.80	39.58	11	34.75	4
							-		-						
Communication and Community Outreach Coordinator	Mayor	65,703.00		650.00			66,353.00	70,953.75	5,250.75	8.0%	34.22	43.97	12	38.25	4
Director of Strategic Initiatives and Communications	Mayor	96,896.00		650.00			97,546.00	101,802.40	4,906.40	5.1%	48.41	53.33	19	54.88	6
Director of Economic Recovery and Business Development	Mayor	92,230.60		650.00			92,880.60	93,343.60	1,113.00	1.2%	48.05	61.74	15	44.68	5
							-		-						
CFO/City Auditor	Auditor	157,172.00	1,175.00	600.00	3,000.00		161,947.00	159,956.65	2,784.65	1.8%	68.93	87.69	23	75.07	8
Assistant City Auditor	Auditor	95,350.00	775.00	600.00			96,725.00	97,925.45	2,575.45	2.7%	36.95	47.49	18	52.79	6
Finance Manager	Auditor	71,481.00	775.00	600.00			72,856.00	72,604.70	1,123.70	1.6%	28.26	36.31	11	34.75	4
							-		-						
Chief Assessor	Assessor	93,204.00	775.00	600.00	4,347.00		98,926.00	101,802.40	8,598.40	9.2%	48.41	53.33	19	54.88	6
							-		-						
Treasurer/Collector	Treasurer	114,308.00		600.00	1,000.00		115,908.00	114,639.00	331.00	0.3%	48.05	61.74	19	54.88	6
Assistant Treasurer	Treasurer	77,590.00		600.00			78,190.00	77,590.00	-	0.0%	36.95	47.49	13	40.80	4
							-		-						
Exec. Assistant to City Solicitor	Legal	68,707.00	975.00	600.00	6,500.00	3,000.00	79,782.00	70,100.45	1,393.45	2.0%	28.26	36.31	10	31.62	3
City Solicitor - Labor Counsel	Legal	134,354.00		600.00			134,954.00	139,254.85	4,900.85	3.6%	65.03	82.73	23	75.07	8
Assistant City Solicitor	Legal	110,158.00	775.00	600.00			111,533.00	111,225.80	1,067.80	1.0%	46.21	59.38	20	57.63	6
							-		-						
Human Resources and Labor Relations Director	HR	107,383.00	975.00	600.00			108,958.00	116,846.45	9,463.45	8.8%	48.05	61.74	21	62.99	7
Human Resources and Benefits Coordinator	HR	74,818.00		600.00			75,418.00	75,684.00	866.00	1.2%	36.95	47.49	13	40.80	4
Human Resources Assistant	HR	54,374.00		600.00			54,974.00	55,265.00	891.00	1.6%	28.47	31.37	9	27.54	3
							-		-						
Director of IT City & Schools	IT	144,943.00	775.00	600.00			146,318.00	144,943.00	-	0.0%	57.87	73.63	21	62.99	7
IT Systems Analyst	IT	74,890.00	775.00	600.00			76,265.00	76,459.00	1,569.00	2.1%	30.80	39.58	13	40.80	4
Assistant IT Director	IT	93,480.00	775.00	600.00			94,855.00	94,493.70	1,013.70	1.1%	36.95	47.49	16	48.96	5
Financial Systems Analyst/Project Manager	IT	84,884.00	620.00	600.00			86,104.00	86,517.20	1,633.20	1.9%	39.52	50.78	17	50.75	6
Project/System Administrator	IT	69,101.00		600.00			69,701.00	81,935.35	12,834.35	18.6%	34.22	43.97	13	40.80	4
							-		-						
City Clerk	City Clerk	90,807.00	775.00	600.00	1,500.00	4,000.00	97,682.00	90,820.80	13.80	0.0%	39.52	50.78	16	48.96	5
Assistant City Clerk	City Clerk	70,158.00		600.00			70,758.00	70,158.00	-	0.0%	31.68	40.71	11	34.75	4
							-		-						
Senior Planner	Planning	78,348.00	775.00	600.00			79,723.00	80,321.50	1,973.50	2.5%	40.21	44.30	13	40.80	4
Director of Community Development and Planning	Planning	131,537.00	1,530.00	600.00			133,667.00	131,537.00	-	0.0%	48.05	61.74	19	54.88	6
Sustainability Manager	Planning	72,911.00	975.00	600.00			74,486.00	75,684.00	2,773.00	3.8%	28.26	36.31	13	40.80	4
							-		-						
Admin. Accounting Assistant	Police	19,561.00					19,561.00	19,949.00	388.00	2.0%	19.51	21.50	8	20.91	2
Executive Office Manager Police	Police	55,541.00	775.00	600.00			56,916.00	64,810.20	9,269.20	16.7%	26.12	28.79	10	31.62	3

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Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/Stipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho M
Chief	Police	145,988.00			3,000.00			145,988.00	-	0.0%					
							-		-						
Chief	Fire	142,803.00	2,500.00	600.00			145,903.00	153,888.00	11,085.00	7.8%					
Finance Administrator - Fire Dept	Fire	50,816.00		600.00			51,416.00	57,548.40	6,732.40	13.2%	26.12	28.78	10	31.62	3
Emergency Management Director	Emergency Management	28,620.00					28,620.00	36,490.50	7,870.50	27.5%			12	38.25	4
							-		-						
Assistant to the Director of Inspectional Services	Inspectional Services	61,457.00		600.00			62,057.00	61,457.00	-	0.0%	25.93	33.32	10	31.62	3
Director of Inspectional Services/Building Commissioner	Inspectional Services	105,190.00		600.00			105,790.00	105,190.00	-	0.0%	39.52	50.78	19	54.88	6
Sealer of Weights & Measures/Wire Inspector	Inspectional Services	49,629.00		410.00			50,039.00	56,763.00	7,134.00	14.4%	31.92	35.17	12	38.25	4
Plumbing and Gas Inspector	Inspectional Services	45,058.00		410.00			45,468.00	48,654.00	3,596.00	8.0%	28.47	31.37	12	38.25	4
Local Building Inspector	Inspectional Services	64,452.00		600.00			65,052.00	65,206.96	754.96	1.2%	40.21	44.30	12	38.25	4
							-		-						
Project Engineer	DPW-Admin	65,269.00		600.00			65,869.00	81,090.00	15,821.00	24.2%	28.26	36.31	12	38.25	4
Operations Manager	DPW-Admin	109,201.20	975.00	600.00			110,776.20	111,914.80	2,713.60	2.5%	51.51	66.19	18	52.79	6
City Engineer	DPW-Admin	112,853.00	-	600.00	1,000.00		114,453.00	116,345.60	3,492.60	3.1%	45.76	58.80	19	54.88	6
DPW Director	DPW-Admin	143,014.00	775.00	600.00	1,000.00		145,389.00	142,037.35	(976.65)	-0.7%	68.93	87.69	23	75.07	8
Building Systems Supervisor (HVAC)	DPW-Admin	83,775.00	775.00	600.00			85,150.00	86,496.00	2,721.00	3.2%	34.47	37.98	13	40.80	4
Facilities Manager (City & School)	DPW-Admin	111,794.00		600.00	1,000.00		113,394.00	111,914.80	120.80	0.1%	45.76	58.80	18	52.79	6
Assistant Director DPW Administration and Finance	DPW-Admin	119,936.00		600.00			120,536.00	123,677.60	3,741.60	3.1%	52.02	66.84	19	54.88	6
Deputy City Engineer	DPW-Admin	100,831.00	-	600.00			101,431.00	107,590.00	6,759.00	6.7%	39.52	50.78	17	50.75	6
Cemetery Administrator	DPW-Admin	48,078.00	554.00	429.00			49,061.00	50,681.25	2,603.25	5.4%	31.03	34.19	12	38.25	4
							-		-						
Health Director (regional)*	Health	116,936.00		600.00			117,536.00	150,000.00	33,064.00	28.3%	61.35	78.05	19*	54.88	6
Public Health Specialist	Health	67,615.00		600.00			68,215.00	67,615.00	-	0.0%	34.47	37.98	11	34.75	4
Animal Control Officer	Health	25,686.00		-			25,686.00	25,686.00	-	0.0%	24.47	26.96	9	27.54	3
Program Coordinator - Tobacco/Alcohol	Health	65,538.21	775.00	600.00			66,913.21	65,741.20	202.99	0.3%	26.12	28.78	9	27.54	3
Prevention and Wellness Program Coordinator	Health	56,191.71	666.50	516.00			57,374.21	52,326.90	(3,864.81)	-6.9%	34.47	37.98	9	27.54	3
									-						
Milano Center Manager (COA)	COA	58,287.00		600.00			58,887.00	58,695.00	408.00	0.7%	31.03	34.19	10	31.62	3
Council on Aging Director	COA	90,921.00		600.00			91,521.00	97,925.45	7,004.45	7.7%	48.41	53.33	18	52.79	6
							-		-						
Veterans Service Director (Regional)	Veterans	78,448.00		600.00			79,048.00	79,468.20	1,020.20	1.3%	39.81	43.87	14	42.84	5

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Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/Stipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho M
Administrative Assistant PT	Veterans	19,546.00					19,546.00	19,948.00	402.00	2.1%	19.51	21.50	8	20.91	2
							-		-						
Library Director	Library	99,296.00	1,530.00	600.00			101,426.00	108,035.20	8,739.20	8.8%	36.59	47.02	19	54.88	6
Assistant Library Director (Head Technical Services)	Library	84,266.00	2,500.00	600.00			87,366.00	85,237.25	971.25	1.2%	36.95	47.49	13	40.80	4
							-		-						
Recreation Director	Recreation	99,079.00	975.00	600.00			100,654.00	97,944.00	(1,135.00)	-1.1%	45.76	58.80	17	50.75	6
Recreation Coordinator	Recreation	48,454.00		600.00			49,054.00	53,145.75	4,691.75	9.7%	26.12	28.78	9	27.54	3
Executive Director Melrose Memorial Hall	Memorial Hall	87,418.00	975.00	600.00			88,993.00	90,820.80	3,402.80	3.9%	33.88	43.54	16	48.96	5
Events Operation Manager Memorial Hall	Memorial Hall	18,824.00					18,824.00	19,948.14	1,124.14	6.0%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	20,335.00					20,335.00	20,521.90	186.90	0.9%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	18,776.00					18,776.00	19,571.76	795.76	4.2%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	5,255.00					5,255.00	5,541.15	286.15	5.4%	19.51	21.50	8	20.91	2
							-		-						
Water-Sewer Administrator Billing	Sewer	73,422.00	775.00	600.00			74,797.00	75,313.00	1,891.00	2.6%	30.80	39.58	12	38.25	4
									-						
Superintendent of Parks	Mt Hood/Parks	99,080.00	1,175.00	600.00			100,855.00	97,944.00	(1,136.00)	-1.1%	45.76	58.80	17	50.75	6
							-		-						
Executive Director - Melrose Contributory Retirement	Retirement	121,178.14	775.00	600.00			122,553.14	117,031.95	(4,146.19)	-3.4%	44.40	48.91	18	52.79	6
							-								
							Total Adjustment		**217,034.75**						

1. Fiscal 2023 is based on a 53 week Payroll Budget.

2. Please note this chart was prepared to demonstrate total compensation for employees **inclusive of** longevity, potential SLBB and Stipends and to show the proposed monetary change by position.

3.The funding request of $167,309.63 Council Order 2023-29 represents the budgetary impact of these adjustments **and takes into consideration any departmental changes since the budget was approved in June 2022.**

(such changes are due to regionalization pending Council approval, staffing changes, vacancies, temporary out of grade assignments to cover for leaves)

4. The funding order doesn't reflect the total adjustment since certain positions are funded through ARPA, grants, regional budgets and other sources and they has absorbed a portion of the adjustment.

5. The Health Director proposed grade is representative of the proposed salary prior to the regionalization with Stoneham, which is pending approval of Council.

6. 21 of the positions have outgrown the current salary schedule and receive only COLA, without any steps.

7. Few positions have a base salary that is higher than the proposed hourly maximum, their salary will not be reduced, and will only be eligible for COLA going forward.

8. A negative percent adjustment reflects a slower salart progression than the currrent plan.

9. Report produced 11/3/22 by the Auditor and HR depts.

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Questions Received from Councilors regarding Compensation Study and CBA Orders

1. Provide a 10-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement).
Please see attached Stabilization History.

2. Provide a copy of the compensation study completed by the consultant any related documents-Please see attached Compensation and Classification plan documents.

3. Provide a list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act.
The Mass Equal Pay Act requires that employees performing equal or comparable work are compensated equally. "Equal work" involves similar skill and responsibilities and is performed in similar working conditions. The methodology HRS used involves the components required by MEPA and by creating one consolidated compensation plan and a classification plan it ensures that the pay equity matches the MEPA requirements. It is hard to isolate which positions require adjustments solely related to MEPA compliance. The Comp and Class study HRS conducted is different from a pay equity study, disparity study or gender analysis, all of which involve a deeper analysis of compliance with the Mass Equal Pay Act. The Comp and Class study focuses on the positions themselves not the employees in the positions, which is what a pay equity study does, as it takes into consideration the individual longevity, personal qualifications, the education/ training and the performance of the individual employees. The Comp and Class study has built the elements of MEPA into its methodology, job analysis, job evaluation, along with external market analysis, which sets the foundation of a system that is externally and internally equitable.

4. List of all positions by job title and department slated to be adjusted under the 2023-29 funding request. For these positions, total current annual compensation, inclusive of stipends, COLAs ,and any other monetary compensation paid out of all City funds (operating and enterprise).
See attached spreadsheet/PDF "CompClassOrderDocument11-3-22".

5. Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract.

- When was this contract settled?

The MOUs were executed September 23, 2022 (Clerical) and October 4, 2022 (Laborers).

- Are these raises retro to the start of the fiscal year?

The previous contracts expired at the end of FY22. The new contracts are effective with the start of FY23, therefore the budgeted raises are retro to the start of the fiscal year.

- Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

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As is the customary budgeted practice, any FY23 step increases were budgeted based on the old contract, which was the known amount when FY23 budget was set. The stabilization fund absorbs only partially increases.

6. What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above? The "Contractual Obligations and Salary & Wages Stabilization Fund" was established in 2006 by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B. Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

7. What is the City relying on to justify paying non-union comp adjustments from the contract stabilization fund?
The stabilization fund was created for the purposes of contractual obligations as well as salary and wages. The adjustments resulting from the Comp and Class study are one-time non-budgeted salary adjustments, therefore the stabilization fund is used to fund part of these adjustments.

8. Did the classification review the compensation for both full time and part time employees?
Among the positions reviewed we have both full time and part time employees.

9. Can you provide what positions have other compensation and what are the "Other" items?
Under "other compensation" we consider stipends, longevity, sick leave incentives.

Below are the positions receiving a stipend (see list below, amount of stipend and reason for it).

Position	Stipend Position	Stipend Amount
Exec. Legal Assistant	Liquor Commission	$6,500.00
Exec. Legal Assistant	Retirement Board	$3,000.00
CFO/Auditor	Retirement Board	$3,000.00
City Clerk	Clerk/City Council	$4,000.00
City Clerk	Board of Registrars	$1,500.00
Police Chief	Retirement Board	$3,000.00
Assessor	Board of Assessor	$4,347.00
Treasurer	Retirement Board (working with)	$1,000.00
DPW Director	job specific licenses	$1,000.00
Deputy City Engineer	job specific licenses	$1,000.00
City Engineer	job specific licenses	$1,000.00

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Longevity is an annual bonus that benefit eligible non-union employees receive based on continuous years of service with the City, following the schedule below:

Years of Continuous Service	Annual Lump Sum Compensation
5 years, but less than ten 10 years	$ 775.00
10 years, but less than 15 years	$ 975.00
15 years, but less than 20 years	$ 1,175.00
20 years, but less than 25 years	$1,530.00
25 years, but less than 29 years	$1,950.00
29 years or more	$2,500.00

Non-union benefit eligible employees are reimbursed earned unused sick time in accordance with the schedule below. The maximum reimbursement they are eligible for per year is $650.

If employee uses:	Less than 24.9% of available sick days (0 to 2.9 days/0 to 20.9 hours)	Receives $50.00/day for remaining unused days
	between 25% - 49.9% of available sick days (3 to 5.9 days/21 to 41.9 hours)	Receives $40.00/day for remaining unused days
	between 50% -74.9% of available sick days (6 to 8.9 days/42 to 62.9 hours)	Receives $30.00/day for remaining unused days.
	75% or more (9 to 12 days/63 to 84 hours)	Zero reimbursement
In all instances, the applicable percentages shall be rounded down.		

10. Please provide by position side by side the old min and max salary and the new min and max salary.
See attached spreadsheet/PDF “CompClassOrderDocument11-3-22

11. Please provide by position the dollar increase along with the percentage.
See attached spreadsheet/PDF “CompClassOrderDocument11-3-22”

12. You state in your memo that periodically we should do a cost of living increase in the compensation structure. How do you define periodically?
This is a discretionary decision of the Mayor and the CFO. Depending on the economy, employers are advised to apply COLA to their compensation plan to ensure that the pay is still appropriate, competitive with the changing economy and not stagnant. Union employees have COLA applied to the comp plans every year.

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13. If an employee is above the range how will their annually compensation work every year? They will only receive COLA going forward.

14. Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why? There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

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Ghobrial, Andrew

From: Maryandjoe Pelrine <[redacted]>
Sent: Monday, November 7, 2022 10:20 AM
To: City Council
Subject: Tonights meeting

Good Morning All,
What a beautiful day!
I am not sure if I can attend tonight.
On these orders

2023-29 funding for HRS compensation study. I thought that this study was completed already. Why is a total of $ 7534.00 coming out of W & S retained earnings to pay for this?

2023-30 Funding for the clerical union contractual This time W & S retained earnings is being tapped for $ 8792.00. Why would'nt this line be covered entirely by the contract stabilization account?

2023-31 Funding for the labor's union contract. This time the W & S retained earning is being tapped for $ 18,294.00. Again why is'nt the contract stabilization account covering all of this?

Total $ 34,620.00 is a lot of money.
How did the city come to these percentage totals for each of these items?

It would seem to me that when the budget was approved, each of these line lines were accounted for,and funded, and now more money needs to be allocated?

With all of our water bills through the ceiling, How is that there $34,620.00 in these retained earning accounts? Are we being charged to much for W & S?
What are retained earning accounts?

Thanks for all you do for the City of Melrose.

Joe

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Eugenia Gibbons <[redacted]com>
Sent: Monday, November 7, 2022 5:54 PM
To: Cinella, Christopher; Jamaleddine, Maya; Migliorelli, Leila; Eccles, Jack; Karamcheti, Manjula; Williams, Ryan; Stewart, Robert; Obremski, John; Garipay, Mark; MacMaster, Shawn; Grigoraitis, Jennifer
Cc: Ghobrial, Andrew; *Mayor Brodeur; Withey, Dorie; O'Connell, Ed; McAndrew, Jennifer; DeSelm, Lizbeth; Razi-Thomas, Jennifer; Driscoll, Margaret
Subject: Public Comment - 11/7 Appropriations Committee Meeting

I request that these comments be read at the meeting so they may be included in tonight's public record.

Dear esteemed members Melrose City Council,

I was hoping to attend this evening's appropriations committee meeting, but work obligations prevent me from doing so. And so I am sharing with the full committee concerns about tonight's agenda items that I have already expressed to my ward councilor, Ryan Williams.

Of particular concern are requested approvals for a salary study and pay raises for certain city personnel funded from a contract stabilization account.

Even if this is standard practice or perfunctory in nature, it is perplexing why such a request would be made at a time when the district has yet to resolve contract negotiations with teachers/paras, the FY23 school department budget is being reconstructed, and questions remain about the extent to which the city will need to modify its anticipated contribution to make the current (and potentially FY24) budget whole.

Given that the school budget is a significant portion of the city budget it stands to reason that the city budget, including a $1M + reserve sitting in the contract stabilization fund, is also in need of thorough review.

Without question, staff deserve raises. And any suggestion to hold this question until further review is NOT a commentary on the merits of well-deserved salary increases for essential city personnel. Rather, it is a request that such allocations are accurately accounted for in the budget alongside and not at the expense of other city and district obligations, like teachers, student resources, or other unforeseen expenditures.

Shortsighted maneuvers like this contribute to the structural issues that have been in sharp focus in recent weeks.

Assuming these items are taken up this evening, it would be prudent for the requests to be held in committee until the city and the district are able to provide clarity and further insight into the status of the FY23 budget and a timeline for when the contract with teachers will be resolved - actions that will also help to restore public trust.

I strongly urge you to consider this and hold these items until resolution has been met on a contract and the budget.

Thank you for your service and for your time and consideration.

Sincerely,
Eugenia Gibbons
Ward 7 Resident

CC: Mayor Brodeur & Members of Melrose School Committee

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Ghobrial, Andrew

From: Golden, Kerriann
Sent: Friday, October 28, 2022 12:42 PM
To: Grigoraitis, Jennifer
Cc: Dello Russo, Patrick; Phillips, Shannon; Latta, Polina; Ghobrial, Andrew; Cinella, Christopher
Subject: RE: Request for additional documentation for orders 2023-29, 2023-30, 2023-31
Attachments: 8404ContractStabilizationHistory.pdf; 2006-221 Creation of Contractual Obligations S&W Stabilization Fund.pdf

Good Morning Councilor Grigoraitis,

Patrick and I are providing the information for the questions below that are relevant to our piece. Attached please find a 10 year history of the Contract Stabilization Fund. This fund was established by the Council Order attached 06-221.

-Contract Stabilization was established by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B.
-Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

For orders 2023-30 and 2023-31- Yes, these raises will be retro to the start of Fiscal Year 2023. For the FY 2023 budget, Steps and longevity changes were budgeted. Appropriation Orders 2023-30 and 2023-31 represent the COLA negotiated with both Local 272 Clerical and Local 272 Laborers.

Thanks
Kerri
Assistant City Auditor
City of Melrose
562 Main Street
Melrose, MA 02176

From: Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Sent: Monday, October 24, 2022 11:27 AM
To: Latta, Polina <platta@CityofMelrose.org>; Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Phillips, Shannon <sphillips@CityofMelrose.org>
Cc: Ghobrial, Andrew <aghobrial@CityofMelrose.org>; Cinella, Christopher <ccinella@CityofMelrose.org>
Subject: Request for additional documentation for orders 2023-29, 2023-30, 2023-31

Good morning,

My understanding is that some combination of the three of you will be before the Appropriations & Oversight Comm to speak to these three orders. In advance of that meeting (which I know Andrew is working to get scheduled), I would like to receive the following additional information:

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- ten-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement)
- Copy of the compensation study completed by the consultant any any related documents
- A list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act
- List of all positions by job title and department slated to be adjusted under the 2023-29 funding request
    - For these positions, total current annual compensation, inclusive of stipends, COLAs ,and any other monetary compensation paid out of all City funds (operating and enterprise)

Additional questions (that I am happy to discuss beforehand and also anticipate asking in the meeting):

- What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above?
- Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why?
- Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract. When was this contract settled? Are these raises retro to the start of the fiscal year? Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

Thank you.

Best,

Jen

Jen Grigoraitis, *she/her/hers*

Ward 6 Councilor, City of Melrose

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Established Council Order 06-221 in accordance with MGL Chapter 40, Section 5B		
8404 Contract Stabilization		
Detail	**Description**	**Funding Orders**
Opening Balance Fiscal year 2013		
2014-74	Clerical - 1 Year	(17,104.23)
2015-102	Library 1 Year	(12,343.95)
2016-55	Laborers 1 Year	(73,241.53)
2016-56	Laborers 1 Year Cemetery	(19,718.89)
2017-39	Fire 2 Years	(369,520.22)
2017-36	Clerical - 1 Year	(9,593.40)
2017-109	Patrol 2 Years	(213,259.09)
2018-55	Library 1 Year	(13,000.00)
2018-152	Fire 1 Year	(103,750.00)
2019-52	Police 1 Year	(101,827.00)
2020-17	City Solicitor - Liquor Commission stipend	(5,000.00)
2020-18	Clerical - 1 Year	(61,138.14)
2022-42	Fire - 2 Years	(317,693.00)
		(1,317,189.45)

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

In Board of Aldermen

June 5, 2006

AN ORDER
06-221

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

Offered by Mayor Robert J Dolan

BE IT ORDERED

that, the creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" Number 8404, in accordance with Massachusetts General Laws Chapter 40, Section 5B be, and hereby is passed.

PASSED

JUN - 5 2006

President of the Board of Aldermen

APPROVED

JUN 7 2006

MAYOR

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

Melrose, 25 June 2006

The Committee on Appropriations

To Which Was Referred Paper No. 06-221

Entitled Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

REPORTS as Follows: that it recommends passage of the Order.

For the Committee

Robert A. Boisselle *Chairman*

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE
MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
Mayor

Telephone: (781) 979-444
Fax: (781) 662-218

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

GUIDELINES:

I. MULTIPLE STABILIZATION FUNDS

A. Creation of Funds

Stabilization funds may be created for one or more different purposes. G.L. Ch. 40 §5B. A fund may be created for a broad category of spending purposes, *e.g.*, any lawful purpose, capital budget purposes or purposes for which the community may borrow money. It may also be created for a specific purpose or project, *e.g.*, acquire a new fire truck or undertake a particular school construction project.

Creation of a fund requires a two-thirds vote of the legislative body of the city, town or district. The vote must clearly define the purpose(s) of the fund.

B. Pre-existing Fund

Any pre-existing stabilization fund balance should continue to be treated as a reserve for any lawful purpose, *i.e.* a "general" stabilization fund. The city, town or district can reallocate or earmark all or part of that balance to any new stabilization funds it creates by a vote to transfer monies from that "general" stabilization fund to the newly created fund. See Section I-D below.

C. Changing Fund Purpose

The purpose of a stabilization fund may be changed at any later time by a two-thirds vote of the legislative body. For example, if a community had established a fund in order to reserve monies to acquire a new fire truck and a balance remains after the purchase, the legislative body could vote to change the purpose to meet some new savings objective.

If a Proposition 2½ levy limit override was approved for the purpose of funding the particular stabilization fund, however, the city or town must also follow the referendum procedure explained in Section II-C below to be able to change the fund purpose and then continue using the additional levy capacity resulting from that override in future years.

D. Appropriations and Transfers

Appropriations into and from any stabilization fund require a two-thirds vote of the legislative body.

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CITY OF MELROSE

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
Mayor

Telephone: (781) 979-44
Fax: (781) 662-21

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

PUBLIC HEARINGS

Public Hearing Set _____

Melrose Free Press _____

MMTV _____

Public Works Notified _____

Utilities Notified _____

Abutters Notified _____

Post Call _____

Invoice _____

LICENSES

Sent	Fire	O	CORI	O
	Building	O	Health	O
	Wts. & Meas.	O	Police	O
Rec'd	Fire	O	CORI	O
	Building	O	Health	O
	Wts. & Meas.	O	Police	O
	Class II Bond	O		

Workers Comp Affidavit O

CLAIMS

Auditor	O	City Solicitor	O
Public Works	O	_____	O
_____	O	_____	O

emailed to department heads ●

Ordinances changes:

Mailed to General Code O

Copy to Book O

APPOINTMENTS

Letter 0 Oath O

№ 06-22/ original date May 15, 2006

In Board of Aldermen

Referred to Committee on

Appropriations

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

JUN 05 2006

Passed as amended	☐	Passed	☑
Rule _____ suspended	☐	Defeated	☐
Immediate consideration	☐	Place on file	☐
Reconsideration defeated	☐	Reconsidered	☐
Leave to withdraw	☐	Tabled	☐
Granted, adopted, confirmed	☐	Recommitted	☐
		Null & Void	☐

Ordained Roll Call 10 Yea O Nay

Mary Rita O'Shea
Clerk

Aldermen	Yea	
Boisselle	—	
Brodeur	✓	
Buonopane	✓	
Conn	✓	
Forbes	✓	
Heavey	✓	
Mortimer	✓	
Seaboyer	✓	
Tramontozzi	✓	
Wright	✓	
Infurna, Pres.	✓	
TOTAL	10	0

CITY OF MELROSE
TOWN OF MELROSE
EXPLORED 1629
CHARLESTOWN 1629
POND FEILDE 1638
MALDEN NORTH END
1649
INCORPORATED 1850
INCORPORATED 1900

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CITY OF MELROSE **Legal Department**

Shannon Phillips
City Solicitor
SPhillips@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4184

To: Honorable Melrose City Council

From: Shannon Phillips, City Solicitor

Re: ***Order 2023-30 and Order 2023-31***

Date: November 3, 2022

Dear Honorable Council Members:

The two above-referenced orders are before you as the result of successor contracts being reached with two of our City Unions- Laborers' 272 and Clerical 272- effective Fiscal Year 23 to Fiscal Year 25- beginning June 27, 2022 and ending June 29, 2025.

Memorandum of Agreements were executed by the Unions (after ratification votes) and the City the end of September 2022, subject only to funding of the economic items by the Melrose City Council.

As a result, the above-referenced orders are requesting funding for pay due to the members of both Unions for Fiscal Year 23.

The major economic terms agreed upon in these contracts are as follows:

Clerical Union Financial Highlights:

- Cost of living adjustments: FY23- 2%; FY24-1.75%, FY25- 1.75%
- Second and third years of contract one new step will be added to the salary schedule which will be 2% higher than the previous step in an effort to retain senior staff by providing for salary growth.
- Effective FY23 all elementary school nurses move up one group to Group 14 (same as other school nurses)- at the step closest to but higher than their current rate of pay in an effort to maintain internal equity and retain such hard to fill positions.

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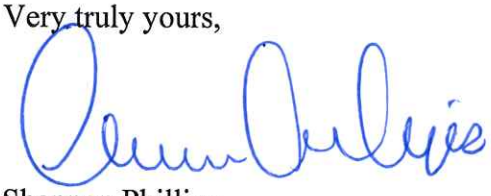
- Effective FY23 move all clerical jobs listed in Group 9 to Group 10 to the step closest to but higher than their current rate of pay. This was done to make the lowest paid union positions more competitive within the labor market and attract and retain employees.

Laborers' Union Financial Highlights:

- Cost of living adjustments as follows: FY23- 1.75%; FY24-1.75%, FY25- 1.75%
- One new step will be added on salary schedule, 2% higher than the previous step, each year of the contract in an effort to retain senior staff by providing for salary growth.

I will be present at Monday night's Appropriation and Oversight Committee meeting to answer any questions you may have.

Very truly yours,



Shannon Phillips

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FY23 CLASSIFICATION PLAN City of Melrose Grade / Position
6
No Positions Assigned
7
No Positions Assigned
8
Administrative Assistant-PT (Veterans, Recreation, Police)
Event Operations Assistant - Memorial Hall
Pine Banks Laborer
9
Animal Control Officer - PT
Assistant Parks Superintendent
Human Resources Assistant
Program Coordinator - MA in Motion
Program Coordinator - Tobacco/Alcohol
Recreation Coordinator
10
Assistant to the Director of Inspectional Services
Executive Assistant to City Solicitor
Executive Office Manager - Police
Finance Administrator - Fire Dept./Public Safety
Milano Center Manager (COA)
11
Assistant City Clerk
Clerk of Committees
Finance Manager (Auditing)
Public Health Specialist
12
Cemetery Administrator
Communication and Community Outreach Coordinator
Emergency Management Director
Local Building Inspector (Certified)
Plumbing and Gas Inspector
Sealer of Weights and Measures
Project Engineer
Water-Sewer Administrator (Billing)
Wiring Inspector
13
Assistant Library Director/Head of Technical Services
Assistant Treasurer
Building Systems Supervisor - DPW
Human Resources Coordinator
Project/ Systems Administrator
Senior Planner
Sustainability Manager
Systems Analyst IT (city and schools) - networks/databases

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FY23 CLASSIFICATION PLAN City of Melrose Grade / Position
14
Veterans Services Director (Regional Position)
15
Director of Economic Recovery and Business Development
16
Assistant Director of IT
Executive Director Melrose Memorial Hall
City Clerk
17
Deputy City Engineer
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)
Recreation Director
Superintendent of Parks (Mount Hood. Golf Course,Open Space)
18
Assistant Auditor
Council on Aging Director
Executive Director - Melrose Retirement System
Facilities Manager - City and Schools
Operations Manager - DPW
19
Assistant Director - DPW Administration and Finance
Chief Assessor
City Engineer
Director of Community Development and Planning
Director of Inspectional Services/Building Commissioner
Director of Strategic Initiatives and Communications
Health Director (Regional)
Library Director
Treasurer/Collector
20
Assistant City Solicitor
21
Chief Information Officer (city and schools) / IT Director
Human Resources and Labor Relations Director
22
No Positions Assigned
23
Chief Financial Officer and City Auditor
City Solicitor - Labor Counsel
Director of Public Works

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MELROSE CONSOLIDATED CNU PROPOSED FY2023 PAY PLAN

Step / Grade	1	2	3	4	5	6	7	8	9	10
8	20.91	21.33	21.76	22.20	22.64	23.09	23.55	24.02	24.50	24.99
9	27.54	28.09	28.65	29.22	29.80	30.40	31.01	31.63	32.26	32.91
10	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79
11	34.75	35.45	36.16	36.88	37.62	38.37	39.14	39.92	40.72	41.53
12	38.25	39.02	39.80	40.60	41.41	42.24	43.08	43.94	44.82	45.72
13	40.80	41.62	42.45	43.30	44.17	45.05	45.95	46.87	47.81	48.77
14	42.84	43.70	44.57	45.46	46.37	47.30	48.25	49.22	50.20	51.20
15	44.68	45.57	46.48	47.41	48.36	49.33	50.32	51.33	52.36	53.41
16	48.96	49.94	50.94	51.96	53.00	54.06	55.14	56.24	57.36	58.51
17	50.75	51.76	52.80	53.86	54.94	56.04	57.16	58.30	59.47	60.66
18	52.79	53.84	54.92	56.02	57.14	58.28	59.45	60.64	61.85	63.09
19	54.88	55.97	57.09	58.23	59.39	60.58	61.79	63.03	64.29	65.58
20	57.63	58.78	59.96	61.16	62.38	63.63	64.90	66.20	67.52	68.87
21	62.99	64.24	65.52	66.83	68.17	69.53	70.92	72.34	73.79	75.27
22	66.10	67.42	68.77	70.15	71.55	72.98	74.44	75.93	77.45	79.00
23	75.07	76.57	78.10	79.66	81.25	82.88	84.54	86.23	87.95	89.71

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HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
Andover, Massachusetts 01810
www.hrsconsultinginc.com

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CITY OF MELROSE, MASSACHUSETTS

COMPENSATION AND CLASSIFICATION STUDY
Non-Union Positions

FINAL REPORT

April, 2022

HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
Andover, Massachusetts 01810
www.hrsconsultinginc.com

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April, 2022

Mayor Paul Brodeur
City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

Human Resources Services, Inc. (HRS) is pleased to present this ***Compensation and Classification Study for Non-Union employees*** to the City of Melrose, MA. This report represents the culmination of a detailed position classification and compensation review for all non-union employees engaged in a variety of municipal work activities. This report, along with the Organizational Needs Assessment Report submitted separately provides the City of Melrose with the totality of the analysis as it was conducted for the City. The City had made the decision that the two elements (comp/class and organization review) of the consulting engagement should be developed for better efficiency and implementation.

In particular, we wish to thank the Human Resources and Labor Relations Director, the Chief Financial Officer/Auditor, Mayor's staff, and non-union employees and managers who have contributed significantly to this effort. Employee input through forms and on-site interviews, as well as comments and suggestions received, made a valuable contribution to the study. We greatly appreciate everyone's ability to meet with us and provide information in a timely manner. HRS will remain available

to answer any procedural questions the City may have in the implementation of the study's recommendations. While this is a final report, we will remain available to make any modifications needed to make this a useful tool for the City.

Very truly yours,

Sandy

Aleksandra E. Stapczynski
President

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HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
Andover, Massachusetts 01810
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CONSULTANT TEAM

Aleksandra (Sandy) Stapczynski, Project Manager and Principal Consultant

Reginald (Buzz) Stapczynski, Management Consultant

Barbara Wooten, Management Consultant

Tony Torrisi, Management Consultant

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CITY OF MELROSE, MASSACHUSETTS COMPENSATION AND CLASSIFICATION STUDY FOR NON-UNION

I. Introduction

A. Scope of Services

The City of Melrose, MA retained Human Resources Services, Inc. to conduct a comprehensive compensation and classification study of Non-Union Positions. This study was commissioned to examine the responsibilities, work performed, and market pay rates for each position included in the study. In general, the study involved developing new job descriptions, classifying those positions according to a uniform point analysis standard, surveying the market of comparable municipalities and other organizations as needed to determine representative rates of compensation, and developing and *recommending* a new compensation and classification plan and system for the non-union group of positions.

The objectives of the study were to:

- Develop a job evaluation system that would encompass all non-union positions and ensure that compensation levels were both internally equitable and externally competitive.
- Develop for the City the necessary guidelines for administering compensation on an ongoing basis to ensure that pay levels remain equitable and competitive.

In scope, the study included all non-union positions (approximately 70 in number). Another approximate dozen positions were evaluated for

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compensation only for the organizational review and staffing needs.

HRS' approach to the study was comprehensive. The study began by collecting job content information for those positions to be evaluated. Job content evaluation factors and appropriate factor weightings were prepared and analyzed. The evaluation process involved a comparative approach where each position was compared to all others on each evaluation factor, one factor at a time.

A grade structure was developed by tabulating competitive data for the benchmark positions and studying trends in the market. A tentative pay structure and classification listings were presented to the City for their consideration. Employee listings comparing each individual's salary to the proposed structure and associated implementation costs were prepared for Finance.

This report is prepared for the City to document in detail the procedures for position evaluations and gradings and development of the salary structure. It also sets forth the recommendations for the implementation and ongoing administration of the system.

Through the consultant teams evaluation comparing both market data and job ratings point totals, it was determined the appropriate number of salary levels needed to clearly differentiate varying levels of job value. Twenty-three salary levels emerged as a suitable number for the City to develop a new consolidated non-union compensation and classification plan. Positions were assigned to a salary grade level on both the basis of its total point scores, and the external job market.

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A position compensation and classification plan is an essential component of a total personnel administration program. The perception that the compensation plan is objective and fair in its assignment of pay to individual positions lends credibility to the organization's entire personnel system. This study and its recommended plan is derived from a systematic, formalized and objective method for developing equitable job groupings and compensation levels for all positions covered. An underlying assumption is that all positions and individuals should receive "equal pay for equal work." However, the initial implementations of the recommended plans are not the final steps in achieving job equity. Rather it establishes a uniform point of beginning from which to regularly review and ensure that decisions regarding position requirements and compensation accurately reflect the organization's current service needs and the performance of employees. Each new position established and adjustments to the plan need to be done in a consistent manner to maintain the plan's integrity and relevance.

According to the Massachusetts Employment Pay Act, (MEPA), employees doing equal work should be paid equally. Our methodology and system addresses the major components required of MEPA. For work to be equal or comparable, it must involve substantially similar skill, effort, and responsibility, and be performed under *similar* working conditions, but are not necessarily identical or alike in all respects. The requisite requirements or skill includes an employee's experience, training, education, and ability to perform the jobs. An employee's skill must be measured in terms of the performance requirements of a job, that is why it is important to always ensure that the job descriptions are up to date and accurate so employees know what is expected of them in their jobs. Effort refers to the amount of physical or mental exertion needed to perform a job. Finally, responsibility encompasses the degree of discretion or accountability involved in performing the essential functions of a job.

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For maximum effectiveness, the relationship between consultant and client must be a cooperative effort. While Human Resources Services assumes responsibility for all final recommendations, client input has been actively sought, carefully weighed and incorporated into the report whenever possible and appropriate.

B. Specific Study Process

This project included the following steps:

- *Organizational Meeting* with Mayor, HR Director, and Finance to discuss the goals and objectives of the study; and to orient top executives on the process and methodology that would be used.

- Several *Orientation Meetings* with employees and managers to explain project activities, objectives, methodology. Position Analysis Questionnaires were distributed to employees at these orientation sessions. The meetings also gave everyone an opportunity to meet HRS consultants and to ask questions.

- A thorough *Job Analysis Process* which involved reviewing position duties and responsibilities (essential functions) and requisite requirements of the job, utilizing position analysis questionnaires and on-site interviews with all employees.

- Preparation of updated *Job Descriptions* with review and comment from employees, managers and HR staff. The client had an opportunity to

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thoroughly review the draft job descriptions.

- A thorough *Job Evaluation Process*. Position rating and ranking utilizing HRS' rating manual.

- Development of a *Classification Plan*. Position assignment to grades based on a system of objective evaluation.

- Thorough *Market Analysis* using primarily comparable municipal organizations jointly selected by the City of Melrose and HRS.

- Establishment of *Compensation Schedule* using comparative wage data as a general guide.

- Several *meetings in person and through telephone conference* with the *Chief Financial Officer and Human Resources Director* to discuss pay policies and review draft work products (i.e. job descriptions, classification plan, salary schedule, comparative data, ratings, and other related project documents).

- General guidance on *Implementation*.

- Final *Presentations* to the City and employees shall be given upon request of the City. Based on any additional information received, HRS shall make adjustments as appropriate and amended the Final recommendations.

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- Final preparation of *Report* to the City of Melrose with explanation of recommendations and methodology.

The following documents have been prepared for the City of Melrose:

- Proposed Position Titles
- Proposed Classification Plan
- Proposed Compensation Plan
- Compensation Comparisons Chart
- Market Data Analysis
- Placement and Costing out of Compensation Plan
- Position Analysis Question (PAQ)
- Updated Job Descriptions for each Position
- Evaluation Materials and Documents
- HRS Position Rating Manual

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II. Job Descriptions

A. Preparing the Job Descriptions

One major aspect of this study involved the development of updated job descriptions. Through the job analysis process, HRS discovered that many of the current job descriptions were outdated and there was no consistent format for descriptions. HRS' proposed job descriptions are submitted to the City of Melrose as part of this final report; they are provided in electronic Word format only. They also provide the necessary language to aid in recruiting minority employees, as the City has made diversity and inclusion a major emphasis in all recruitment efforts.

In addition to assisting with the development of job analysis and classifications, good descriptions produce many other important benefits. These job descriptions emphasize the purposes of each position and the types of results which each incumbent is expected to produce. Representative examples of the work performed and minimum qualification requirements are listed. These job descriptions are small but important components of more comprehensive personnel, organizational and administrative systems or plans. They can and should be used not only for recruitment and promotion, but as tools to assist in the administration of the City. They help define initial expectations, provide fundamental building blocks for administering compensation systems, and give additional definition to organizational charts. Because they focus on purposes and results, they can and should be used when developing employee objectives, performance plans and performance appraisals.

The job descriptions presented to the City are up-to-date, clear, and identify the duties of each position, as well as the education, experience, training, knowledge, ability, and skills, and competency levels required.

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B. The Significance of Job Descriptions.

Today, job descriptions have become more important than ever. Although employers are not required by law to have written job descriptions, there are many laws that impact the employer-employee relationship and having job descriptions can help the organization comply with those regulations. There are federal laws such as the Fair Labor Standards Act (FLSA) that impact employees. Other laws, such as federal discrimination statutes, prohibit discrimination against various protected classes. Because job descriptions document the duties and qualifications of a job, they can help support why one applicant was qualified and another was not, why one position pays more than another, or why an employee is terminated for poor performance.

Under the ADA, job descriptions, particularly the lists of duties and responsibilities, take on new significance. The purpose of the ADA is to ensure that individuals *with* disabilities be given the same consideration for employment that individuals *without* disabilities are given. Essential functions are the primary or fundamental job duties intrinsic to a position, that is, the duties that are essential to achieving the objectives of the job. Related to the essential functions or duties are the tools and equipment used to perform the essential job functions, the physical demands of the job duties, and the work environment in which the duties are performed.

The new job descriptions include: (1) prerequisites for each position, including the physical needs, knowledge, ability, and skill, education, training and experience; (2) essential job functions; and (3) work environment. All job descriptions should be reviewed and updated periodically to ensure accuracy. Positions can change for many reasons: (1) an incumbent starts assuming more responsibilities in addition to the duties in the job descriptions, (2) staff changes, (3) changes in procedures and

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processes, (4) new technology, tools, or machines, (5) external regulations or legislation, (6) reorganizations, (7) new supervisor or manager.

In short, the process of developing accurate and uniform job descriptions forces the employer to analyze each position and to identify the position's necessary qualifications (the "requisite skill, experience, education, and other job-related requirements"), as well as to determine the position's "essential functions."

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III. Classifying and Compensating Positions

A. The Classification Plan

It is important to consider the objectives of (1) **Job Analysis** and (2) **Job Evaluation** when reviewing the proposed classification plan. Building the classification plan involved both job analysis and job evaluation.

Of critical importance in the process of reviewing jobs are the inherent job factors and the particular skills or quality of work required of the position. A thorough **Job Analysis** produces, in general, five kinds of basic information to aid in this process:

1. *nature of the work* (e.g., essential functions and purpose/objective of the position)

2. *level of the work* (e.g., degree of complexity and accountability)

3. *job requirements* (e.g., the knowledge, skills, abilities and other special requirements/characteristics needed to perform the job)

4. *job qualifications* (e.g., minimum education, training and experience needed to qualify)

5. *working conditions* (e.g., the psychological, emotional and physical demands placed on employees by the work environment).

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Information about each position studied was obtained through detailed position analysis questionnaires (PAQ) and employee interviews. Employees were asked to describe their positions in detail on the PAQ form. Examples of information requested from the PAQ included: job summary, essential functions, education, training and certifications, knowledge, ability, skill, experience, physical requirements, supervisory responsibilities, and technologies and equipment used. Finally, interviews were conducted to clarify and augment the employees' questionnaire responses.

Job Evaluation is a process that establishes the relative value of jobs within an organization. There may be several reasons for carrying out this process; the main ones are: (1) to establish the correct rank order or groupings of jobs, (2) to establish the relative distance between jobs within the ranking, (3) to provide an objective measurement of job size for comparison with other jobs and enable salary comparisons to be made.

Job evaluation is the process whereby positions are analyzed, measured and compared against a common set of criteria in a systematic and objective manner. Job evaluation does not produce a rate of pay. Rather, it produces a ranking of jobs in terms of "job content" around which a salary structure can be established. Similarly, the evaluation process does not measure an individual's performance. The evaluation looks at the job, not the job holder; it assumes that the job is being performed to a fully acceptable standard and that all the identified requirements of a job are being met.

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Using a point-factor evaluation system, positions were rated by the consultants and then ranked and assigned a grade. Fourteen rating factors were used to rate all of the positions. These factors, detailed in HRS' Municipal Position Classification and Rating Manual, measured the requirements of each position in various areas. The following are a listing of each rating factor. The manual describes each factor in great detail and by degree.

1. Physical Environment
2. Basic Knowledge, Training and Education
3. Problem Solving Skills and Effort
4. Physical Skills and Effort
5. Experience
6. Interactions with Others/Customer Service
7. Confidentiality
8. Occupational Risks
9. Complexity
10. Supervision Received
11. Supervision Given
12. Supervision Scope
13. Judgment and Initiative
14. Accountability

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As mentioned previously, job rating is not synonymous with performance evaluation. The position, not the incumbent, is evaluated, assigned points and a grade derived. One of the best information sources for rating a position is a current and relevant job description and/or a recently completed PAQ which is why these should always be completed early in the process. The process described in HRS' Municipal Position Classification and Rating Manual increases the uniformity and objectivity in the application of judgments about positions and the groupings of positions. This process can be used to update the proposed classification plan, to determine how to place new positions on the plan, and to re-grade a current position with adjusted duties to a different grade. Samples of the *Position Rating Summary Sheet* are included in the Manual along with the *Points Assigned to Factor Degrees*. A custom *Grade Determination Scale* was developed for the City of Melrose.

B. Market Survey and Developing the Compensation Plan

Human Resources Services, Inc. conducted a thorough salary survey and market analysis to determine the market competitiveness for positions included in this study. To measure the pay rates among competitors for these positions, HRS distributed custom survey documents to comparable municipal organizations jointly identified by the City and HRS. For this study, HRS received survey responses from the following Massachusetts municipalities for compensation, benefits and other related information:

1. Arlington
2. Newburyport
3. North Andover
4. Peabody
5. Reading
6. Salem

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7. Saugus
8. Stoneham
9. Wakefield
10. Winchester; and
11. ERI and MMHR Data

The City of Melrose is a well-managed forward-thinking community with a history of a creative and complex organization. The consultant team met with city management/finance and human resources staff to review a draft pay/class plan and to review the market data collected and discuss its meaning. An initial analysis of the market data involved reviewing the average, median, range, 75th percentile and 90th percentile. A comparison was then made to current Melrose salaries for this non-union group of positions.

All of the comparative data is current information and presented on the following pages. Most of the data was collected during the fall of 2021. HRS collected minimum and maximum salary ranges from the comparable organizations. Certain data may have been pro-rated to hourly for comparison purposes only. In each cell, the top number indicates the minimum salary range for each position and the bottom number indicates the maximum salary range for each position. Virtually every organization had some type of a pay/class structure.

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For each position analyzed, data points were collected from the labor market. The data points indicate the amount of salary information for each position surveyed. In some instances: (1) the organization did not have a comparable position; or (2) the consultants determined that the position was not comparable to the position in Melrose. HRS used professional discretionary judgment when comparing positions to the comparable data. If there was less than two data points of salary information for a position, HRS placed more emphasis on the position rating when placing the position on the compensation/classification plan. While this market analysis and information provides the City of Melrose with benchmark salary data to set the parameters for compensation decisions, the client must also consider the "uniqueness" of certain positions in the organization as well as the organization's compensation policies. The compensation and classification plans are attached to this report for your review.

C. Description of Compensation and Classification Plan

Setting the rates of pay for jobs on the position hierarchy results in what is called a "pay structure". When reviewing or developing pay rates, a number of major policy decisions are typically made. For example: How should the City's pay rates compare to the market? How competitive does the City want to be? What type of structure is best for the City; steps, ranges, quartiles, etc. For what does the City want to pay? (i.e. job content, seniority, performance, cost of living, etc.) How does the organization currently pay its employees? The resulting compensation plan must reflect the City's pay policies, the market place, internal job values, and the financial desire of the City to pay at a given level to attract needed talent. It should also ensure internal and external fairness. "Internal" being comparable worth within

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the organization of the classification plan; and "external" being the market to ensure a competitive pay structure.

The proposed compensation and classification plan is presented on the following pages. Pay ranges were set for groups of positions which the consultants determined should be paid equally. There are twenty-three grades for this group and ten steps for each grade. There is 2 percent between each step. The City's current pay structure for the non-union positions includes a variety of pay scales. These were consolidated into one uniform compensation plan, thus making it less complex. This will allow for more equity, especially when hiring new employees. Also the entire pay structure in its entirety has been updated to reflect the market. Comparative data was considered to set the grade parameters, while the classification process controlled the internal assignment of positions to progressive compensation levels. Currently, the City operates within a context of "pay steps" for this group of non-union positions. HRS recommends continuing the policy on pay steps for easier maintenance and consistency of the plan. In general the pay ranges were developed utilizing the salary market data and targeting approximately the 75th of market. It was necessary to target the 75th of market in order to remain competitive as compared to other advanced municipalities in Massachusetts. HRS provided the City with additional benchmark salary data too from its ERI (Economic Research Institute) database of salaries and wages.

The proposed compensation plan is based on current compensation data. This is a base salary plan and does not include compensation for stipends, cost-of-living, benefits, or other compensation. It is up to the City to determine its ability to pay with regards to implementation of this proposed pay plan.

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Those employees falling below the grade range should be brought into the entry level of the grade ranges as soon as possible. The salary schedule should be updated with a cost-of-living for each succeeding fiscal year. The consultants costed the plans in a variety of ways for the finance department, but it is up to the City to determine the policy for implementation. HRS will of course remain available to provide the necessary guidance.

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IV. Implementation and Other Recommendations

The following sections are intended to assist and guide the City of Melrose in implementing the proposed compensation and classification plan for non-union positions. Successful implementation will require a concerted effort by management, employees and city officials.

1. Compensation Structure and Maintenance

   The recommended pay structure contained in this report is designed to provide appropriate compensation through the next three fiscal years. An initial review of the structure would be appropriate by fiscal year 2026, and then subsequent reviews annually. Review of the structures should take into consideration both internal and external conditions.

   The distribution of individual salaries, both by salary level and position within salary level, should be regularly examined to determine whether there is sufficient opportunity for continued salary growth.

   Since organizational arrangements and position duties and responsibilities may change from time to time, it will be necessary periodically to reevaluate existing positions and evaluate new positions.

   It is most important that Melrose regularly audit and review their compensation system to ensure its validity. We believe that Melrose did not do this for some time, and therefore their plans were outdated.

2. Initial Placements for Current Employees

   The placement of two or more positions on a certain grade represents a judgment that those positions should be compensated comparably within the grade range provided. The range is like a scale providing the City with

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the opportunity to make distinctions between employees (not positions) based upon established criteria, applied consistently. These criteria might include job performance, special abilities, experience, longevity, gender-equity, and/or any other factors determined by the City.

For initial placement of incumbents within the plan, the City should assign employees to be placed at the step closest to but just above their current wage/salary in order to not reduce the pay of any current employee. The City should also realize that this minimum approach may not recognize certain distinguishing factors among employees.

3. Salaries Below Pay Range

   If the salary of an employee is below the minimum of the grade range at the time of implementation, every effort should be made to bring it into the range.

4. Salaries Above Pay Range

   To maintain morale and a sense of fairness, HRS recommends the City not reduce the compensation level of any current employee. If an employee's current salary falls above the upper limit of the recommended grade range, then the City should maintain the employee's salary above the maximum for the grade until the employee retires or separates from the City. This is called "red-circling" a position. New employees can be hired at the appropriate lower pay rate. HRS recommends a single administrative policy be adopted and subsequently applied in all cases.

5. Consolidate Classification Plan

   HRS recommends that the City develop one consolidate classification plan as we have proposed in this report for the non-union positions, the multiple

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salary schedules approach based on hire date should be eliminated. One consolidated plan will ensure better internal equity for positions; so the rating point values of grades are the same and consistently applied; and so the pay equity of positions match the requirements of MEPA; and finally the entry pay is similar for those falling on a similar grade. (Currently the City has multiple plans for the non-union.)

6. Vacancies

When a vacancy develops, it is a good time to automatically review the position. This may involve a job analysis and updating the job description and reviewing the market for the particular position. Positions should also be evaluated according to the appropriate rating factors. Point totals should be calculated for each position by adding the point scores from the degree levels achieved under each factor. On the basis of total points, position generally should be assigned to the appropriate salary levels, according to the established salary level point ranges; and also taking into consideration the external market.

7. Salary Plan

HRS has proposed the following:

- Creation of a salary schedule with each grade having a salary range consisting of a minimum and maximum; and series of steps.
- Positioning of the salary structure at the 75th of market.
- Establishment of a competitive salary schedule, particularly for those fields of study that are considered to be in high demand and that may command high salaries in the market (i.e. Finance, Health, Technology, Facilities, etc.).

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8. Update and Maintain the Classification and Compensation Plan

   The human resource department should maintain and update the compensation and classification plan. This would include the following tasks:

   - Conduct regular position reviews to assure positions have current functional job descriptions that are based on job content.
   - Conduct job analysis of new positions to assure these positions are properly assigned to a grade.
   - Review positions to ensure internal equity in relationship to other City of Melrose classifications.
   - Conduct periodic salary surveys to ensure market competitiveness.
   - Review MEPA requirements.

9. FLSA Status

   HRS also determined the FLSA Status (exempt/non-exempt status) of the positions included in the study. HRS recommends that City of Melrose regularly evaluate the FLSA status with its labor counsel, as case law may cause changes. HRS utilizes the ERI Occupational Assessor to determine FLSA status of positions. The results of the FLSA audit information was provided to Human Resources.

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10. Cost-of-Living Increases vs. Step/Range Movement

Here, it is important to distinguish between (1) a cost-of-living increase and (2) a step increase. A cost-of-living increase is intended to recognize and respond to a general rise in the cost of goods and services experienced by the general population. Each year, the City should determine an appropriate cost-of-living adjustment and apply that increase across the entire compensation schedule. A range movement (step increase) addresses the issue of how employees move along the levels within a grade from minimum to maximum, based on performance, longevity, special skill, certification, etc. The compensation plan should consist of two components: (1) the range adjustment factor (RAF); and (2) the movement-increase factor (MIF), which is based on merit step increase. The RAF is the movement of the total salary range, while the MIF is the movement *through* the salary range steps. A salary-range increase consists of the sum of these two components, plus their interaction or compounding result; thus a salary/wage adjustment. It is very important to regularly update the entire compensation structure with a COLA, or it will quickly become outdated, and the City will have difficulty recruiting talent.

11. Performance Appraisal and Merit-Increase.

It was not within the scope of services for HRS to develop a performance appraisal "tool" for the City of Melrose, MA. HRS has a few suggestions, should the town decide to implement a new updated performance system. A *Management by Objectives System* would be an appropriate methodology for employees engaged in high-level managerial, supervisory or professional positions. A *Uniform Performance Criteria System* is the most commonly used methodology and is best suited to positions where employees

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consistently perform the same type of work on a fairly regular basis. This format works well for administrative, clerical, laborers, and other non-exempt positions. The City should consider updating its performance appraisal systems and provided the necessary training for employees, supervisory personnel, and department heads.

12. Determination of Individual Wages/Salaries.

What follows are some general implementation and maintenance guidelines.

a) New Employees

Applicants with qualifying experience are normally hired close to the normal starting rate of the new range. Applicants with outstanding qualifications; education, training and experience may be hired at the wage/salary within the range for the position, but normally no higher than the midpoint of the range. In rare cases, for positions that are very difficult to recruit, it may be necessary to hire beyond the mid-point of the pay range.

b) Transfers

Employees transferred to a position at the same level as their present position will normally receive the same salary paid at the time of the transfer.

c) Transfer to a Lower Salary Grade

Employees transferred by necessity (such as reduction in staff), rather than for inadequate performance, should receive their present salary, although this may exceed the maximum for the lower classification.

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d) Promotional Increases

If employees are promoted on a “trial” or “acting” basis, the promotional increase may be deferred until they have demonstrated their ability to handle the duties of the higher classification.

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In closing, this HRS methodology will be of assistance in furnishing improved tools and guidance to management and human resources. Ensuring that job descriptions, salary and classification plans are regularly reviewed and have valid methodologies will ultimately improve the management of compensation for all positions. The HRS System will provide a framework within which most salary matters can be handled going forward. While both job evaluation and salary surveys attempt to achieve consistency in the pay structure, they use different criteria to evaluate consistency (i.e. internal vs. external comparison). This methodology works at striking a balance between internal and external pay equity.

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ATTACHMENTS

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Administrative Accounting Assistant (Police) - PT	19.51	4	24.49	19.00	25.11	27.66
	21.50	5	31.24	35.44	31.20	35.44
Animal Control Officer - PT	24.47	4	21.68	14.00	21.92	24.43
	26.96	7	30.55	38.84	30.00	35.86
Assistant Auditor	36.95	6	31.90	23.91	31.05	34.82
	47.49	8	41.62	60.91	39.23	45.36
Assistant City Clerk	31.68	7	29.12	17.21	28.46	33.14
	40.71	10	35.88	55.88	34.29	35.33
Assistant City Solicitor	46.21	3	38.89	17.21	45.11	49.73
	59.39	4	51.61	78.53	52.34	72.78
Assistant Director - DPW Administration and Finance	52.02	5	38.72	22.60	42.66	45.10
	66.84	8	51.18	62.32	54.75	56.50
Assistant Director of IT	36.95	2	41.97	38.29	41.97	43.80
	47.49	2	54.80	59.06	54.80	56.93
Assistant Director of Planning and Community Development	31.03	2	43.62	42.66	43.62	44.10
	34.19	4	55.51	58.87	55.03	56.11
Assistant Library Director/Head of Technical Services	36.95	6	33.73	20.34	34.37	40.00
	47.49	7	43.25	60.91	39.93	49.73
Assistant Parks Superintendent	not	2	30.33	27.05	30.33	31.96
(Benchmark)	on plan	2	40.58	45.56	40.58	43.07
Assistant to the Director of Inspectional Services	25.93	4	28.67	19.72	30.54	31.95
	33.32	5	34.27	45.08	36.59	38.60
Assistant Treasurer	36.95	9	30.82	17.21	31.30	32.08
	47.49	10	39.39	55.88	38.35	40.59
Building Systems Supervisor (HVAC Supervisor) - DPW	34.47	5	31.37	25.84	32.67	34.58
	37.98	5	42.65	50.48	43.11	48.23
Cemetery Administrator	31.03	4	29.58	24.75	29.99	33.10
	34.19	5	39.24	48.02	38.05	45.02
Chief Assessor	48.05	7	41.46	27.99	41.67	45.16
	61.74	10	56.78	74.16	52.14	66.12
Chief Financial Officer and City Auditor	68.93	5	50.95	32.37	54.35	55.46
	87.69	8	66.72	78.53	67.03	74.13
Chief of Police	contract	5	61.52	50.53	59.78	68.88
	63.58	8	81.44	94.33	82.82	88.33
City Clerk	39.52	3	39.92	37.28	37.88	41.24
	50.78	8	49.17	66.39	47.65	50.97
City Engineer	45.76	6	43.81	30.31	45.21	48.03
	58.80	9	55.47	68.29	55.00	64.37

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POSITION TITLE	Melrose Current		Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
City Planner	40.21		3	36.17	33.15	34.44	37.68
	44.30		4	49.01	60.91	46.91	52.95
City Solicitor - Labor Counsel	65.03		4	55.14	29.33	57.62	63.84
	82.73		5	71.24	90.19	73.48	86.39
Clerk of Committees	30.80		1	35.64	35.64	35.64	35.64
	39.58		2	47.87	49.80	47.87	48.83
Council on Aging Coordinator	19.51		3	23.90	23.15	24.04	24.28
	21.50		4	25.78	29.94	25.95	28.01
Council on Aging Director	48.05		8	35.88	22.78	34.85	39.85
	61.74		8	45.75	60.91	42.58	53.70
Communication and Community Outreach Coordinator	31.63		3	30.70	21.29	32.93	35.41
	40.71		6	39.77	48.02	41.46	46.14
Deputy City Engineer	39.52		3	42.03	37.26	37.53	44.42
	50.78		4	56.95	69.69	54.11	59.33
Director of Inspectional Services/Building Commissioner	39.52		7	45.12	41.00	44.59	46.08
	50.78		9	56.68	78.53	53.04	65.32
Director of Community Development and Planning	48.05		7	45.75	29.33	47.26	49.15
	61.74		10	58.72	86.39	54.77	64.92
Chief Information Officer (city and schools) / IT Director	57.87		5	48.79	44.59	49.05	49.76
	73.63		8	64.71	85.11	65.15	67.36
Director of Public Works	68.93		7	54.25	30.31	54.58	61.54
	87.69		10	70.60	86.39	72.10	79.20
Director of Strategic Initiatives and Communications (Mayor's Office)	48.05		3	46.34	41.00	45.64	49.00
	61.74		3	64.71	82.03	59.06	70.54
Energy Efficiency Manager	28.47		2	32.10	29.42	32.10	33.44
Benchmark	31.37		3	41.99	45.01	41.71	43.36
Executive Assistant to City Solicitor	28.26		2	31.15	30.14	31.15	31.65
	36.31		2	41.39	41.61	41.39	41.50
Executive Director - Melrose Contributory Retirement	44.40		2	40.71	32.37	40.71	44.88
	48.91		3	57.97	70.88	57.30	64.09
Executive Director Melrose Memorial Hall	33.88		3	32.94	31.31	32.92	33.75
	43.54		3	44.11	50.48	44.27	47.38
Executive Office Manager - Police	26.12		2	30.93	30.48	30.93	31.15
	28.79		8	36.10	41.29	36.76	38.72
Event Operations Assistant - Memorial Hall	19.51		1	20.65	20.65	20.65	20.65
	21.50		1	28.98	28.98	28.98	28.98

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Facilities Manager - City and Schools	45.76	4	51.19	44.59	50.20	55.88
	58.80	7	63.46	86.39	59.92	68.50
Finance Manager (Auditing)	28.26	2	31.08	30.32	31.08	31.46
	36.31	3	40.28	46.51	39.80	43.15
Finance Administrator - Fire Dept./Public Safety	25.67	3	28.31	27.30	28.74	28.81
	32.99	3	36.27	37.93	35.44	36.68
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)	39.52	4	43.88	31.37	46.54	50.58
	50.78	4	57.46	68.47	57.85	62.49
Fire Chief	contract	5	59.39	50.53	59.78	64.96
	66.27	8	73.94	86.39	73.87	77.58
Health Director (Melrose is regional)	61.35	6	36.18	23.91	36.84	39.97
	78.05	7	47.13	59.06	46.16	53.78
Human Resources Assistant	28.47	1	26.44	26.44	26.44	26.44
	31.37	2	35.63	36.27	35.63	35.95
Human Resources Director	48.05	7	41.82	26.71	41.67	46.82
	61.74	10	54.86	70.88	52.30	63.17
Human Resources Benefits Coordinator	36.95	7	29.58	17.21	29.31	32.69
	47.49	10	37.29	50.48	37.16	39.37
Library Director	36.59	7	43.20	25.35	44.59	48.06
	47.02	10	54.50	78.53	51.81	61.83
Local Building Inspector (Certified)	40.21	4	33.38	31.31	33.81	34.15
	44.30	7	40.21	50.48	40.39	42.71
Milano Center Manager (COA)	31.03	1	41.25	41.25	41.25	41.25
	34.19	1	54.84	54.84	54.84	54.84
Operations Manager - DPW	39.52	4	42.75	39.02	43.08	44.09
	50.78	6	51.68	58.09	51.66	56.60
Program Coordinator - MA in MotionZBA Clerk	28.47	1	25.38	25.38	25.38	25.38
	31.37	1	34.09	34.09	34.09	34.09
Planning Coordinator & ZBA Clerk	24.47	3	23.12	18.65	22.25	25.36
	26.96	3	29.85	34.15	30.25	32.20
Plumbing and Gas Inspector	28.47	5	28.83	19.95	28.46	32.93
	31.37	7	37.37	48.02	36.23	43.49
Public Health Specialist	34.47	2	35.90	33.61	35.90	37.05
	37.98	2	47.88	52.27	47.88	50.07
Program Coordinator - Tobacco/Alcohol	26.12	1	34.25	34.25	34.25	34.25
	28.78	1	46.91	46.91	46.91	46.91
Project Engineer	28.26	4	34.67	31.68	35.35	36.27
	36.31	6	43.86	53.61	43.05	46.60
Recreation Coordinator	26.12	7	25.39	17.21	24.52	28.84
	28.78	8	31.81	48.02	28.60	33.94

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Recreation Director	45.76	7	38.00	26.71	37.77	41.29
	58.80	9	48.96	70.88	44.90	53.07
Sealer of Weights and Measures	31.92	2	31.85	30.77	31.85	32.39
	35.17	3	42.74	48.02	40.39	44.20
Senior Planner	40.21	5	33.29	28.01	34.43	34.78
	44.30	7	43.64	51.27	45.01	50.19
Superintendent of Mount Hood - *Limited Data*						
	45.76	2	34.74	25.66	34.74	39.27
	58.80	2	47.56	60.47	47.56	54.01
Superintendent of Parks	not on plan	4	35.20	26.71	36.21	39.53
	29.12	5	41.90	49.77	39.80	45.02
Sustainability Manager	28.26	2	36.09	34.64	36.09	36.81
	36.31	2	51.34	55.88	51.34	53.61
Systems Analyst IT (city/schools) - networks/databases	30.80	3	40.97	34.43	42.66	44.24
	39.58	5	50.99	55.19	51.27	55.00
Treasurer/Collector	48.05	7	43.83	23.91	45.27	48.84
	61.74	9	58.05	78.53	56.17	66.39
Veteran's Administrative Assistant/PT	19.51	1	31.74	31.74	31.74	31.74
	21.50	2	36.34	42.56	36.34	39.45
Veterans Services Director (Regional Position)	39.81	6	28.35	19.95	28.23	31.23
	43.87	7	37.02	47.14	36.23	42.93
Water-Sewer Administrator (Billing)	30.80	3	24.94	21.29	23.75	26.77
	39.58	5	35.04	40.39	36.59	39.37
Wiring Inspector	31.92	6	30.87	19.95	30.70	34.32
	35.17	8	40.27	48.02	41.93	46.41

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
ADDITIONAL BENCHMARK DATA						
Assistant Health Director		3	32.23	29.58	33.51	33.56
		3	42.27	43.49	42.16	42.82
Director - E-911		1	32.87	32.87	32.87	32.87
		1	45.59	45.59	45.59	45.59
Dispatch Center Manager		4	26.63	22.27	26.72	28.57
		5	33.24	39.85	30.93	34.97
Dispatcher/Communicator		6	22.56	20.55	21.68	22.78
		6	27.80	36.23	26.48	28.00
Diversity, Equity and Inclusion Director/Coordinator		3	42.41	36.00	37.28	45.61
		3	58.97	82.11	48.22	65.17
Emergency Management Director		1	40.13	40.13	40.13	40.13
		1	45.34	45.34	45.34	45.34
Health and Human Services Director		3	51.93	49.62	51.82	53.08
		5	64.00	78.53	65.32	70.92
Help Desk Technician		4	30.23	28.05	29.63	31.51
		5	37.64	45.02	35.82	39.85
Mental Health Clinician		3	25.60	21.46	25.46	27.67
		3	36.04	43.61	32.94	38.27
Parks Grounds Laborer (Pine Banks)		4	20.94	17.46	20.31	23.10
		4	24.80	29.90	23.42	25.39
Park Ranger		1	24.03	24.03	24.03	24.03
		1	29.96	29.96	29.96	29.96
Purchasing Director/Coordinator		5	34.52	23.91	34.58	37.28
		6	44.89	55.19	48.61	50.11
Social Worker		3	30.88	22.73	33.61	34.96
		3	43.37	53.61	43.49	48.55

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SALARY ASSESSOR®
Individual Job Report

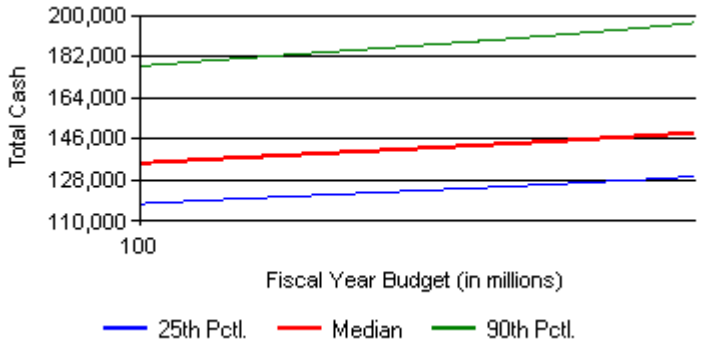
Police Chief

Specifications

Prepared For:	City of Melrose, MA
Area:	Massachusetts - Commonwealth Average
Industry:	Government - City Support Services
Industry Codes:	eSIC: 9104, NAICS: 921100, usSEC: 9721
Organization Size:	400,000,000
Education Adjustment:	
Skill Adjustment:	
Certification Adjustment:	
Annualized Salary Trend:	2.6% (Adjustment: 0.21%)
Planning Date:	2/6/2022
Database as of:	1/1/2022
eDot:	N/A
SOC:	N/A
Printout Date:	2/6/2022

(Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash — All Incumbent Median: $148,695

Fiscal Year Budget	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
400,000,000	129,379	145,333	148,695	173,738	196,680
200,000,000	123,194	138,462	141,757	165,331	186,740
100,000,000	117,513	132,114	135,290	157,868	177,787

The Police Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for police chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what police chiefs are making in 2022. The range is $157,868 to $173,738 at the 75th percentile. The all incumbent average is $148,695. This is hybrid data through ERI.

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SALARY ASSESSOR®
Individual Job Report

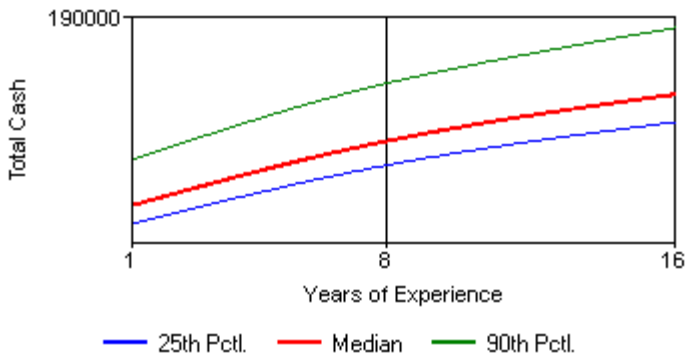
Fire Chief

Specifications

Prepared For:	City of Melrose, MA
Area:	Massachusetts - Commonwealth Average
Industry:	Government - City Support Services
Industry Codes:	eSIC: 0000, NAICS: 000000, usSEC: 0000
Organization Size:	(Data reported by years of experience)
Education Adjustment:	
Skill Adjustment:	
Certification Adjustment:	
Annualized Salary Trend:	2.6% (Adjustment: 0.21%)
Planning Date:	2/6/2022
Database as of:	1/1/2022
eDot:	N/A
SOC:	N/A
Printout Date:	2/6/2022

(Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash — All Incumbent Median: $129,224

Years of Experience	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
15	136,233	147,128	149,591	166,333	181,340
10	123,644	133,661	135,968	151,767	164,981
5	106,310	115,034	117,078	130,950	142,987

The Fire Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for fire chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what fire chiefs are making in 2022. The range is $130,950 to $166,333 at the 75th percentile. The all incumbent average is $129,224. This hybrid data through ERI.

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Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/Stipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho M
Clerk of Committees	City Council	61,151.00		600.00			61,751.00	64,461.25	3,310.25	5.4%	30.80	39.58	11	34.75	4
							-		-						
Communication and Community Outreach Coordinator	Mayor	65,703.00		650.00			66,353.00	70,953.75	5,250.75	8.0%	34.22	43.97	12	38.25	4
Director of Strategic Initiatives and Communications	Mayor	96,896.00		650.00			97,546.00	101,802.40	4,906.40	5.1%	48.41	53.33	19	54.88	6
Director of Economic Recovery and Business Development	Mayor	92,230.60		650.00			92,880.60	93,343.60	1,113.00	1.2%	48.05	61.74	15	44.68	5
							-		-						
CFO/City Auditor	Auditor	157,172.00	1,175.00	600.00	3,000.00		161,947.00	159,956.65	2,784.65	1.8%	68.93	87.69	23	75.07	8
Assistant City Auditor	Auditor	95,350.00	775.00	600.00			96,725.00	97,925.45	2,575.45	2.7%	36.95	47.49	18	52.79	6
Finance Manager	Auditor	71,481.00	775.00	600.00			72,856.00	72,604.70	1,123.70	1.6%	28.26	36.31	11	34.75	4
							-		-						
Chief Assessor	Assessor	93,204.00	775.00	600.00	4,347.00		98,926.00	101,802.40	8,598.40	9.2%	48.41	53.33	19	54.88	6
							-		-						
Treasurer/Collector	Treasurer	114,308.00		600.00	1,000.00		115,908.00	114,639.00	331.00	0.3%	48.05	61.74	19	54.88	6
Assistant Treasurer	Treasurer	77,590.00		600.00			78,190.00	77,590.00	-	0.0%	36.95	47.49	13	40.80	4
							-		-						
Exec. Assistant to City Solicitor	Legal	68,707.00	975.00	600.00	6,500.00	3,000.00	79,782.00	70,100.45	1,393.45	2.0%	28.26	36.31	10	31.62	3
City Solicitor - Labor Counsel	Legal	134,354.00		600.00			134,954.00	139,254.85	4,900.85	3.6%	65.03	82.73	23	75.07	8
Assistant City Solicitor	Legal	110,158.00	775.00	600.00			111,533.00	111,225.80	1,067.80	1.0%	46.21	59.38	20	57.63	6
							-		-						
Human Resources and Labor Relations Director	HR	107,383.00	975.00	600.00			108,958.00	116,846.45	9,463.45	8.8%	48.05	61.74	21	62.99	7
Human Resources and Benefits Coordinator	HR	74,818.00		600.00			75,418.00	75,684.00	866.00	1.2%	36.95	47.49	13	40.80	4
Human Resources Assistant	HR	54,374.00		600.00			54,974.00	55,265.00	891.00	1.6%	28.47	31.37	9	27.54	3
							-		-						
Director of IT City & Schools	IT	144,943.00	775.00	600.00			146,318.00	144,943.00	-	0.0%	57.87	73.63	21	62.99	7
IT Systems Analyst	IT	74,890.00	775.00	600.00			76,265.00	76,459.00	1,569.00	2.1%	30.80	39.58	13	40.80	4
Assistant IT Director	IT	93,480.00	775.00	600.00			94,855.00	94,493.70	1,013.70	1.1%	36.95	47.49	16	48.96	5
Financial Systems Analyst/Project Manager	IT	84,884.00	620.00	600.00			86,104.00	86,517.20	1,633.20	1.9%	39.52	50.78	17	50.75	6
Project/System Administrator	IT	69,101.00		600.00			69,701.00	81,935.35	12,834.35	18.6%	34.22	43.97	13	40.80	4
							-		-						
City Clerk	City Clerk	90,807.00	775.00	600.00	1,500.00	4,000.00	97,682.00	90,820.80	13.80	0.0%	39.52	50.78	16	48.96	5
Assistant City Clerk	City Clerk	70,158.00		600.00			70,758.00	70,158.00	-	0.0%	31.68	40.71	11	34.75	4
							-		-						
Senior Planner	Planning	78,348.00	775.00	600.00			79,723.00	80,321.50	1,973.50	2.5%	40.21	44.30	13	40.80	4
Director of Community Development and Planning	Planning	131,537.00	1,530.00	600.00			133,667.00	131,537.00	-	0.0%	48.05	61.74	19	54.88	6
Sustainability Manager	Planning	72,911.00	975.00	600.00			74,486.00	75,684.00	2,773.00	3.8%	28.26	36.31	13	40.80	4
							-		-						
Admin. Accounting Assistant	Police	19,561.00					19,561.00	19,949.00	388.00	2.0%	19.51	21.50	8	20.91	2
Executive Office Manager Police	Police	55,541.00	775.00	600.00			56,916.00	64,810.20	9,269.20	16.7%	26.12	28.79	10	31.62	3

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Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/Stipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho M
Chief	Police	145,988.00			3,000.00			145,988.00	-	0.0%					
							-		-						
Chief	Fire	142,803.00	2,500.00	600.00			145,903.00	153,888.00	11,085.00	7.8%					
Finance Administrator - Fire Dept	Fire	50,816.00		600.00			51,416.00	57,548.40	6,732.40	13.2%	26.12	28.78	10	31.62	3
Emergency Management Director	Emergency Management	28,620.00					28,620.00	36,490.50	7,870.50	27.5%			12	38.25	4
							-		-						
Assistant to the Director of Inspectional Services	Inspectional Services	61,457.00		600.00			62,057.00	61,457.00	-	0.0%	25.93	33.32	10	31.62	3
Director of Inspectional Services/Building Commissioner	Inspectional Services	105,190.00		600.00			105,790.00	105,190.00	-	0.0%	39.52	50.78	19	54.88	6
Sealer of Weights & Measures/Wire Inspector	Inspectional Services	49,629.00		410.00			50,039.00	56,763.00	7,134.00	14.4%	31.92	35.17	12	38.25	4
Plumbing and Gas Inspector	Inspectional Services	45,058.00		410.00			45,468.00	48,654.00	3,596.00	8.0%	28.47	31.37	12	38.25	4
Local Building Inspector	Inspectional Services	64,452.00		600.00			65,052.00	65,206.96	754.96	1.2%	40.21	44.30	12	38.25	4
							-		-						
Project Engineer	DPW-Admin	65,269.00		600.00			65,869.00	81,090.00	15,821.00	24.2%	28.26	36.31	12	38.25	4
Operations Manager	DPW-Admin	109,201.20	975.00	600.00			110,776.20	111,914.80	2,713.60	2.5%	51.51	66.19	18	52.79	6
City Engineer	DPW-Admin	112,853.00	-	600.00	1,000.00		114,453.00	116,345.60	3,492.60	3.1%	45.76	58.80	19	54.88	6
DPW Director	DPW-Admin	143,014.00	775.00	600.00	1,000.00		145,389.00	142,037.35	(976.65)	-0.7%	68.93	87.69	23	75.07	8
Building Systems Supervisor (HVAC)	DPW-Admin	83,775.00	775.00	600.00			85,150.00	86,496.00	2,721.00	3.2%	34.47	37.98	13	40.80	4
Facilities Manager (City & School)	DPW-Admin	111,794.00		600.00	1,000.00		113,394.00	111,914.80	120.80	0.1%	45.76	58.80	18	52.79	6
Assistant Director DPW Administration and Finance	DPW-Admin	119,936.00		600.00			120,536.00	123,677.60	3,741.60	3.1%	52.02	66.84	19	54.88	6
Deputy City Engineer	DPW-Admin	100,831.00	-	600.00			101,431.00	107,590.00	6,759.00	6.7%	39.52	50.78	17	50.75	6
Cemetery Administrator	DPW-Admin	48,078.00	554.00	429.00			49,061.00	50,681.25	2,603.25	5.4%	31.03	34.19	12	38.25	4
							-		-						
Health Director (regional)*	Health	116,936.00		600.00			117,536.00	150,000.00	33,064.00	28.3%	61.35	78.05	19*	54.88	6
Public Health Specialist	Health	67,615.00		600.00			68,215.00	67,615.00	-	0.0%	34.47	37.98	11	34.75	4
Animal Control Officer	Health	25,686.00		-			25,686.00	25,686.00	-	0.0%	24.47	26.96	9	27.54	3
Program Coordinator - Tobacco/Alcohol	Health	65,538.21	775.00	600.00			66,913.21	65,741.20	202.99	0.3%	26.12	28.78	9	27.54	3
Prevention and Wellness Program Coordinator	Health	56,191.71	666.50	516.00			57,374.21	52,326.90	(3,864.81)	-6.9%	34.47	37.98	9	27.54	3
									-						
Milano Center Manager (COA)	COA	58,287.00		600.00			58,887.00	58,695.00	408.00	0.7%	31.03	34.19	10	31.62	3
Council on Aging Director	COA	90,921.00		600.00			91,521.00	97,925.45	7,004.45	7.7%	48.41	53.33	18	52.79	6
							-		-						
Veterans Service Director (Regional)	Veterans	78,448.00		600.00			79,048.00	79,468.20	1,020.20	1.3%	39.81	43.87	14	42.84	5

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Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/Stipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho M
Administrative Assistant PT	Veterans	19,546.00					19,546.00	19,948.00	402.00	2.1%	19.51	21.50	8	20.91	2
							-		-						
Library Director	Library	99,296.00	1,530.00	600.00			101,426.00	108,035.20	8,739.20	8.8%	36.59	47.02	19	54.88	6
Assistant Library Director (Head Technical Services)	Library	84,266.00	2,500.00	600.00			87,366.00	85,237.25	971.25	1.2%	36.95	47.49	13	40.80	4
							-		-						
Recreation Director	Recreation	99,079.00	975.00	600.00			100,654.00	97,944.00	(1,135.00)	-1.1%	45.76	58.80	17	50.75	6
Recreation Coordinator	Recreation	48,454.00		600.00			49,054.00	53,145.75	4,691.75	9.7%	26.12	28.78	9	27.54	3
Executive Director Melrose Memorial Hall	Memorial Hall	87,418.00	975.00	600.00			88,993.00	90,820.80	3,402.80	3.9%	33.88	43.54	16	48.96	5
Events Operation Manager Memorial Hall	Memorial Hall	18,824.00					18,824.00	19,948.14	1,124.14	6.0%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	20,335.00					20,335.00	20,521.90	186.90	0.9%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	18,776.00					18,776.00	19,571.76	795.76	4.2%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	5,255.00					5,255.00	5,541.15	286.15	5.4%	19.51	21.50	8	20.91	2
							-		-						
Water-Sewer Administrator Billing	Sewer	73,422.00	775.00	600.00			74,797.00	75,313.00	1,891.00	2.6%	30.80	39.58	12	38.25	4
									-						
Superintendent of Parks	Mt Hood/Parks	99,080.00	1,175.00	600.00			100,855.00	97,944.00	(1,136.00)	-1.1%	45.76	58.80	17	50.75	6
							-		-						
Executive Director - Melrose Contributory Retirement	Retirement	121,178.14	775.00	600.00			122,553.14	117,031.95	(4,146.19)	-3.4%	44.40	48.91	18	52.79	6
							-								
							Total Adjustment		**217,034.75**						

1. Fiscal 2023 is based on a 53 week Payroll Budget.

2. Please note this chart was prepared to demonstrate total compensation for employees **inclusive of** longevity, potential SLBB and Stipends and to show the proposed monetary change by position.

3.The funding request of $167,309.63 Council Order 2023-29 represents the budgetary impact of these adjustments **and takes into consideration any departmental changes since the budget was approved in June 2022.**

(such changes are due to regionalization pending Council approval, staffing changes, vacancies, temporary out of grade assignments to cover for leaves)

4. The funding order doesn't reflect the total adjustment since certain positions are funded through ARPA, grants, regional budgets and other sources and they has absorbed a portion of the adjustment.

5. The Health Director proposed grade is representative of the proposed salary prior to the regionalization with Stoneham, which is pending approval of Council.

6. 21 of the positions have outgrown the current salary schedule and receive only COLA, without any steps.

7. Few positions have a base salary that is higher than the proposed hourly maximum, their salary will not be reduced, and will only be eligible for COLA going forward.

8. A negative percent adjustment reflects a slower salart progression than the currrent plan.

9. Report produced 11/3/22 by the Auditor and HR depts.

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Questions Received from Councilors regarding Compensation Study and CBA Orders

1. Provide a 10-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement).
Please see attached Stabilization History.

2. Provide a copy of the compensation study completed by the consultant any related documents-Please see attached Compensation and Classification plan documents.

3. Provide a list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act.
The Mass Equal Pay Act requires that employees performing equal or comparable work are compensated equally. "Equal work" involves similar skill and responsibilities and is performed in similar working conditions. The methodology HRS used involves the components required by MEPA and by creating one consolidated compensation plan and a classification plan it ensures that the pay equity matches the MEPA requirements. It is hard to isolate which positions require adjustments solely related to MEPA compliance. The Comp and Class study HRS conducted is different from a pay equity study, disparity study or gender analysis, all of which involve a deeper analysis of compliance with the Mass Equal Pay Act. The Comp and Class study focuses on the positions themselves not the employees in the positions, which is what a pay equity study does, as it takes into consideration the individual longevity, personal qualifications, the education/ training and the performance of the individual employees. The Comp and Class study has built the elements of MEPA into its methodology, job analysis, job evaluation, along with external market analysis, which sets the foundation of a system that is externally and internally equitable.

4. List of all positions by job title and department slated to be adjusted under the 2023-29 funding request. For these positions, total current annual compensation, inclusive of stipends, COLAs ,and any other monetary compensation paid out of all City funds (operating and enterprise).
See attached spreadsheet/PDF "CompClassOrderDocument11-3-22".

5. Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract.

- When was this contract settled?

The MOUs were executed September 23, 2022 (Clerical) and October 4, 2022 (Laborers).

- Are these raises retro to the start of the fiscal year?

The previous contracts expired at the end of FY22. The new contracts are effective with the start of FY23, therefore the budgeted raises are retro to the start of the fiscal year.

- Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

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As is the customary budgeted practice, any FY23 step increases were budgeted based on the old contract, which was the known amount when FY23 budget was set. The stabilization fund absorbs only partially increases.

6. What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above? The "Contractual Obligations and Salary & Wages Stabilization Fund" was established in 2006 by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B. Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

7. What is the City relying on to justify paying non-union comp adjustments from the contract stabilization fund?
The stabilization fund was created for the purposes of contractual obligations as well as salary and wages. The adjustments resulting from the Comp and Class study are one-time non-budgeted salary adjustments, therefore the stabilization fund is used to fund part of these adjustments.

8. Did the classification review the compensation for both full time and part time employees?
Among the positions reviewed we have both full time and part time employees.

9. Can you provide what positions have other compensation and what are the "Other" items?
Under "other compensation" we consider stipends, longevity, sick leave incentives.

Below are the positions receiving a stipend (see list below, amount of stipend and reason for it).

Position	Stipend Position	Stipend Amount
Exec. Legal Assistant	Liquor Commission	$6,500.00
Exec. Legal Assistant	Retirement Board	$3,000.00
CFO/Auditor	Retirement Board	$3,000.00
City Clerk	Clerk/City Council	$4,000.00
City Clerk	Board of Registrars	$1,500.00
Police Chief	Retirement Board	$3,000.00
Assessor	Board of Assessor	$4,347.00
Treasurer	Retirement Board (working with)	$1,000.00
DPW Director	job specific licenses	$1,000.00
Deputy City Engineer	job specific licenses	$1,000.00
City Engineer	job specific licenses	$1,000.00

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Longevity is an annual bonus that benefit eligible non-union employees receive based on continuous years of service with the City, following the schedule below:

Years of Continuous Service	Annual Lump Sum Compensation
5 years, but less than ten 10 years	$ 775.00
10 years, but less than 15 years	$ 975.00
15 years, but less than 20 years	$ 1,175.00
20 years, but less than 25 years	$1,530.00
25 years, but less than 29 years	$1,950.00
29 years or more	$2,500.00

Non-union benefit eligible employees are reimbursed earned unused sick time in accordance with the schedule below. The maximum reimbursement they are eligible for per year is $650.

If employee uses:	Less than 24.9% of available sick days (0 to 2.9 days/0 to 20.9 hours)	Receives $50.00/day for remaining unused days
	between 25% - 49.9% of available sick days (3 to 5.9 days/21 to 41.9 hours)	Receives $40.00/day for remaining unused days
	between 50% -74.9% of available sick days (6 to 8.9 days/42 to 62.9 hours)	Receives $30.00/day for remaining unused days.
	75% or more (9 to 12 days/63 to 84 hours)	Zero reimbursement
In all instances, the applicable percentages shall be rounded down.		

10. Please provide by position side by side the old min and max salary and the new min and max salary.
See attached spreadsheet/PDF “CompClassOrderDocument11-3-22

11. Please provide by position the dollar increase along with the percentage.
See attached spreadsheet/PDF “CompClassOrderDocument11-3-22”

12. You state in your memo that periodically we should do a cost of living increase in the compensation structure. How do you define periodically?
This is a discretionary decision of the Mayor and the CFO. Depending on the economy, employers are advised to apply COLA to their compensation plan to ensure that the pay is still appropriate, competitive with the changing economy and not stagnant. Union employees have COLA applied to the comp plans every year.

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13. If an employee is above the range how will their annually compensation work every year? They will only receive COLA going forward.

14. Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why? There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

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Ghobrial, Andrew

From: Maryandjoe Pelrine <[redacted]>
Sent: Monday, November 7, 2022 10:20 AM
To: City Council
Subject: Tonights meeting

Good Morning All,
What a beautiful day!
I am not sure if I can attend tonight.
On these orders

2023-29 funding for HRS compensation study. I thought that this study was completed already. Why is a total of $ 7534.00 coming out of W & S retained earnings to pay for this?

2023-30 Funding for the clerical union contractual This time W & S retained earnings is being tapped for $ 8792.00. Why would'nt this line be covered entirely by the contract stabilization account?

2023-31 Funding for the labor's union contract. This time the W & S retained earning is being tapped for $ 18,294.00. Again why is'nt the contract stabilization account covering all of this?

Total $ 34,620.00 is a lot of money.
How did the city come to these percentage totals for each of these items?

It would seem to me that when the budget was approved, each of these line lines were accounted for,and funded, and now more money needs to be allocated?

With all of our water bills through the ceiling, How is that there $34,620.00 in these retained earning accounts? Are we being charged to much for W & S?
What are retained earning accounts?

Thanks for all you do for the City of Melrose.

Joe

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Eugenia Gibbons <[redacted]com>
Sent: Monday, November 7, 2022 5:54 PM
To: Cinella, Christopher; Jamaleddine, Maya; Migliorelli, Leila; Eccles, Jack; Karamcheti, Manjula; Williams, Ryan; Stewart, Robert; Obremski, John; Garipay, Mark; MacMaster, Shawn; Grigoraitis, Jennifer
Cc: Ghobrial, Andrew; *Mayor Brodeur; Withey, Dorie; O'Connell, Ed; McAndrew, Jennifer; DeSelm, Lizbeth; Razi-Thomas, Jennifer; Driscoll, Margaret
Subject: Public Comment - 11/7 Appropriations Committee Meeting

I request that these comments be read at the meeting so they may be included in tonight's public record.

Dear esteemed members Melrose City Council,

I was hoping to attend this evening's appropriations committee meeting, but work obligations prevent me from doing so. And so I am sharing with the full committee concerns about tonight's agenda items that I have already expressed to my ward councilor, Ryan Williams.

Of particular concern are requested approvals for a salary study and pay raises for certain city personnel funded from a contract stabilization account.

Even if this is standard practice or perfunctory in nature, it is perplexing why such a request would be made at a time when the district has yet to resolve contract negotiations with teachers/paras, the FY23 school department budget is being reconstructed, and questions remain about the extent to which the city will need to modify its anticipated contribution to make the current (and potentially FY24) budget whole.

Given that the school budget is a significant portion of the city budget it stands to reason that the city budget, including a $1M + reserve sitting in the contract stabilization fund, is also in need of thorough review.

Without question, staff deserve raises. And any suggestion to hold this question until further review is NOT a commentary on the merits of well-deserved salary increases for essential city personnel. Rather, it is a request that such allocations are accurately accounted for in the budget alongside and not at the expense of other city and district obligations, like teachers, student resources, or other unforeseen expenditures.

Shortsighted maneuvers like this contribute to the structural issues that have been in sharp focus in recent weeks.

Assuming these items are taken up this evening, it would be prudent for the requests to be held in committee until the city and the district are able to provide clarity and further insight into the status of the FY23 budget and a timeline for when the contract with teachers will be resolved - actions that will also help to restore public trust.

I strongly urge you to consider this and hold these items until resolution has been met on a contract and the budget.

Thank you for your service and for your time and consideration.

Sincerely,
Eugenia Gibbons
Ward 7 Resident

CC: Mayor Brodeur & Members of Melrose School Committee

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MELROSE & WAKEFIELD HEALTH AND HUMAN SERVICES PROPOSAL FOR INCLUSION OF THE TOWN OF STONEHAM

Regionalization Efforts to Form Comprehensive Health Districts

OVERVIEW

The purpose of this proposal is to outline a potential partnership opportunity between the City of Melrose, the Town of Wakefield, and the Town of Stoneham. Under the Massachusetts General Laws Chapter 111 Sections 27A and 27B, cities and towns are authorized to share health agents and to form comprehensive health districts. Melrose and Wakefield have been able to successfully utilize a regional approach to public health by coordinating efforts and pooling resources. The three municipalities under consideration for a partnership share similar demographics and some overlapping community health concerns. The opportunity to expand our regional health and human services department to serve the three municipalities would address several public health goals and potentially be the driver of improved community health. The proposed arrangement would be a cost-saving measure for each municipality without sacrificing services. The expanded workforce capacity would help address environmental health and community health and wellness.

The Objective

- Need #1: The opioid epidemic and mental health crisis remain a top priority as the country adjusts to the endemic stage of the COVID-19 pandemic; new funding sources as well as existing programs and infrastructure can be shared to better provide resources to vulnerable populations (ex. schools, seniors).
- Need #2: Health indicators from the Community Health Needs Assessment show that all three communities share common areas of need, providing an opportunity to work collaboratively and address them efficiently.
- Need #3: The Public Health Excellence Grant supports the efforts of regionalization and sharing of resources, falling in line with Massachusetts goals for public health under Governor Baker.

The Opportunity

- Goal #1: We will be able to maximize grant funds such as the Opioid Abatement funds, Shared Services Grant via MA Public Health Excellence, and Drug Free Communities grant to expand existing programs (ex. Stoneham Coalition for a Safe & Healthy Community, Wakefield Unified Prevention Coalition, Melrose Health and Wellness Coalition) by coordinating amongst the three communities and potentially increase training for public safety departments around harm reduction and prevention.

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- Goal #2: Adverse health conditions and social determinants of health experienced by our three communities at a rate more than 5% higher than the Massachusetts average overlap quite significantly. Coordinated education and prevention efforts that address community health factors can have a profound positive impact on overall health of the communities, in addition to our relationship with Tufts Medicine (MelroseWakefield).
- Goal #3: The objective of the Public Health Excellence Grant is to help local health jurisdictions address minimum statutory requirements including inspections, nursing, and data analysis capacity. The State intends to accomplish this by encouraging regionalization and resource sharing. By working with the State, we will be in line for grants in the future, some of which require a larger population served.

The Solution

- Recommendation #1: Establish one regional Melrose, Wakefield, and Stoneham Health and Human Services Department.
- Recommendation #2: Establish one regional Board of Health to account for the needs of all three communities while also streamlining the process.
- Recommendation #3: Establish a leadership team with the Town Administrators, Mayor, Director of Health and Human Services, and Public Safety Directors.

OUR PROPOSAL

Melrose and Wakefield Health and Human Services has a well-established structure and vision for how local public health can positively impact residents of the community. We are an extension of the Massachusetts Department of Public Health, allowing us to address specific issues with more targeted interventions. We are proposing a regional health and human services department to address common areas of need.

Rationale

- Demographic similarities: Compared to the state of Massachusetts as a whole, all three municipalities are predominantly White residents, a smaller foreign-born population, relatively high large percentage of residents with bachelor's degrees, higher median income, and lower unemployment rates.
- Shared health conditions and social determinants of health: Compared to the state of Massachusetts as a whole, all three municipalities have a higher rate of cancer mortality and higher rate of underutilized social services. Other health conditions shared between two communities include higher rates of chronic disease, substance use, and adverse maternal and child health outcomes.

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- Shared top 3 causes of death: All three municipalities have the same top 3 causes of death (dementia, lung cancer, and chronic ischemic heart disease).
- Cost-effectiveness and cost-sharing: Each municipality would have access to shared resources, prevent duplication, and staff development funding.

Execution Strategy

To make the transition from two separate public health entities to a regional health and human services department, multiple steps will be necessary to ensure success for each municipality. The experience of having worked closely with City Council and Town Council in Melrose and Wakefield respectively, as well as the two Boards of Health would translate well in this merging of departments and expansion of service coverage.

Technical/Project Approach

The first step in the process would be to perform a needs assessment of the Town of Stoneham as well as the current iteration of the Stoneham Health Department. We would first assess the permits issued by the Town, including food, animals, pools, camps, tobacco, body art, bodywork, temporary food, lodgings, mobile food, septic, wells, and farmers markets. Our next step would be to evaluate the current personnel and appropriate FTEs to gauge if the current resources can fulfill the minimum statutory requirements. Based on the results, we would make a recommendation of potential changes required to move towards meeting our goal.

Instituting a complaint tracking system is paramount to tracking progress and promoting accountability. By establishing a strategic plan and metrics for success, we will be able to determine where the areas of improvement are and how to address them. Program evaluation is a large part of the regional health department philosophy.

Resource mapping and community relationship building are two key areas of interest. Building strong relationships with community groups and organizations that provide services is key to collaboration and potential efforts in pursuing funding opportunities. Resource mapping allows the community to leverage existing resources within the Town as well as surrounding areas.

A detailed analysis of the MelroseWakefield Community Health Needs Assessment as well as the Youth Risk Behavior Survey results will provide us with a starting point for addressing community health concerns.

Resources

Key resources will include Town leadership, including the Town Administrator, Police Chief, Fire Chief, Emergency Management Director, Stoneham Board of Health, and School Administration. Buy-in from Town leadership, schools, and public safety sectors would facilitate a successful transition to a regional approach. The current regional health and human services model works well due in part to the close working relationship we have with the public safety departments in each municipality, as much of the work that we perform is most successful from

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a cross-disciplinary approach. Existing personnel and allotted budget are also important resources.

CONCLUSION

From previous experience, the three levels of successful local public health consist of uniform policymaking, education/outreach, and enforcement. The local Boards of Health are crucial in evidence-based policymaking and fair enforcement. Education is dual-pronged; the Boards of Health and the public require tailored approaches to conveying information, which will ultimately affect the final outcomes.

Overall, an opportunity to regionalize public health efforts at the local level is a chance to share resources more effectively, improve quality of service, and streamline processes. We anticipate long term benefits from a partnership between three communities that share similar challenges. With our combined resources and existing programs, we can expand our scope and reach in the community.

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8410 Education, Public Safety and Substance Abuse Stabilization Fund Proposal

City of Melrose Health and Human Services

Prevention and Wellness

The City of Melrose Health and Human Services (HHS) Department proposes to utilize the revenue in the stabilization fund for citywide public health prevention and wellness initiatives, including cannabis education, public safety, and recovery coaching.

The staff person who will lead this work and is proposed to be paid out of this fund beginning January 2023, is a 15-year HHS employee, Kara Showers. Kara is a Certified Health Education Specialist with a Masters Degree in Public Health. As the Prevention and Wellness Coordinator in HHS, Kara is responsible for:

- Leading and managing chronic disease prevention and community health initiatives, using a public health lens.
- Coordinating prevention grants.
- Assessing the public health needs of the Melrose community.
- Supporting prevention service programs related to substance use and mental health.

In Massachusetts, cannabis & marijuana use are on the rise from youth to senior citizen populations. *(The word "cannabis" refers to all products derived from the plant*

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Cannabis sativa. The cannabis plant contains about 540 chemical substances. The word "marijuana" refers to parts of, or products from, the plant Cannabis sativa that contain substantial amounts of tetrahydrocannabinol (THC). CBD, or cannabidiol, is the second most prevalent active ingredient in cannabis. While CBD is an essential component of medical marijuana, it is derived directly from the hemp plant, a cousin of marijuana, or manufactured in a laboratory. Cannabidiol (CBD) is a compound found in marijuana. CBD is not impairing, meaning it does not cause a "high."[1,2]).

According to the most recent administration of the Youth Risk Behavior Survey (YRBS), Melrose high school youth report the following:

- 25% have tried marijuana at least 1 time in their life
- 10% reported using marijuana at home and 16% reported using at a friend's house
- 28% thought that their friends feel marijuana is *not wrong at all*, 23% thought their friends thought it was a *little bit wrong*
- 50% of youth reported getting marijuana from a friend

Research shows that heavy cannabis users are more likely to report thoughts of suicide than non-users and regular cannabis use is likely to increase the risk of developing a social anxiety disorder[3]. Increased awareness of the health effects of marijuana and how THC impacts the brain and mental health is imperative for Melrose youth. Collaborating with the Melrose Health and Wellness Coalition (*formerly the Melrose Substance Abuse Prevention Coalition*), and the Melrose Public Schools administration, faculty and staff, this information, as well as refusal skills and social norming campaigns, can be presented using available evidence-based marijuana toolkits[4]. Secondly, this funding could support the development and implementation of healthy coping mechanisms for students, which are an essential outlet in a young person's life. Finally, partnering with local organizations (i.e., PTO's) and parents to host events like "In Plain Sight" show family members how and where to look for early cannabis use signs.

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[1] CBD: What You Need to Know (cdc.gov)

[2] Cannabidiol (CBD): What we know and what we don't - Harvard Health

[3] Mental Health - The Health Effects of Cannabis and Cannabinoids - NCBI Bookshelf (nih.gov)

[4] Cannabis Awareness & Prevention Toolkit | Cannabis Awareness and Prevention Toolkit | Stanford Medicine

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It is not only important to educate our youth about marijuana but support our adult and elderly populations. Thirteen percent of Melrose adult respondents from the COVID Community Impact Survey (CCIS) data[5] said they have used marijuana in the past 30 days. Since recreational use is legal among adults, an assumption can be made that use is even higher than that. Further, both Melrose adults and senior citizens could benefit from more dialogue and education on this topic. With this funding, HHS, in partnership with COA, can host meetings and other events to provide information on cannabis/marijuana/CBD, identify resources and present subject matter experts.

For those residents struggling with substance use, this funding can also bring recovery coaching services to the City. A peer recovery coach or community health worker can assist individuals by finding the necessary recovery resources, establishing accountability as well as another level of support. Recovery coaching services are expanding in surrounding communities as its importance is being recognized across all ages.

According to the 2019 MelroseWakefield Healthcare Community Needs Assessment, 8.2% of Melrose residents died of chronic ischemic heart disease, making it one of the top 3 causes of death in the City [6]. A large study led by researchers at Stanford Medicine stated that p[7]. Of course, these heart disease cases cannot all be attributed to marijuana use. However, all residents young and old could benefit from healthy heart prevention initiatives—from more opportunities for the community to connect to ways to increase daily physical activity.

To make Melrose an even healthier community, and to support overall resident wellness, this funding will provide increased services community-wide. It will provide supplies, staffing, facilities, etc. to offer projects such as:

- Councilor-led community health forums in wards across the City 1-2x year. *Health topics could include CBD/cannabis/marijuana, heart disease, lung cancer, COVID, and/or others.*
- Yoga, Tai Chi, Mindfulness, Art Classes, StoryBook Walks etc. in our passive City parks and other designated City spaces.
- Healthy aging and dementia risk reduction initiatives.

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[5] CCIS Data

[6] Melrose-Wakefield Hospital 2019 Community Data Profile

[7] Marijuana linked to heart disease; supplement may mitigate risk, study reports | News Center | Stanford Medicine

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- Recovery coaching services.
- Open space and recreation support.
- Blood pressure screenings for adult and older adult populations.
- Healthy food security partnerships with our local faith-based organizations/food pantries and food rescue organizations.
- Space to hold events and classes for the community.

BUDGET ESTIMATE: *(January 2023-December 2023, initial start-up investment costs)*

Item	~$	MUNIS Category
Prevention and Wellness Coordinator (part-time)	$51,456 $7,246	Salary, Wages, Benefits
Evidence-based marijuana prevention downloadable toolkits (topics: cognitive function, refusal skills and social norming campaigns) & short policymaker trainings	$1,000	Supplies, Printing, Professional Services, Training
Healthy coping classes (art, exercise classes: mindfulness, yoga, tai chi, walks)	$14,000	Contract, Supplies, Professional Services
Recovery Coaching Services/Community Health Worker with addiction specialist training	$25,000	Contract
Community Connectedness Space for events & classes ("In Plain Sight", Community Health Forums, speakers to discuss CBD/ cannabis/marijuana)	$16,000	Contract, Supplies, Professional Services
Healthy Aging/Dementia-Friendly initiatives	$8,000	Supplies, Professional Services
Open Space/Recreation support	$9,000	Supplies
Blood Pressure Screenings	$2,000	Supplies, Professional Services
Healthy Food Security (i.e. mini food pantries)	$13,000	Supplies, Contract
Trainings & Continuing Education	$2,000	Training

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Advertising	$1,500	Advertising
TOTAL	**$150,202**	

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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

Renewal Application
Private Livery/Limousine Check List

_____ Completed Application (PRINT or TYPE Clearly). The application must have a "wet" signature
_____ Contact the Office of Fire Prevention for inspection and obtain approval
_____ Obtain approval of good standing from the Treasurer/Collectors Office
_____ Copy of Current Registration
_____ Completed State Tax ID Form
_____ Completed Worker's Compensation Affidavit (please include a copy of the Declaration page)
Renewal Fee: $ 75.00, per vehicle make checks payable to City of Melrose

Return no later than April 1, 2023

In accordance with City of Melrose Charter Code Ch. 152 §6, a report of each license renewed under this section shall be made by the City Clerk to the City Council at the regular meeting of the Council next following the granting of such renewal.

Review the current business listing we have on file. Any changes can be made in the updated listing column. By signing below, you are requesting to be granted a renewal of your existing **Private Livery/Limousine License**. In addition, you swear and affirm that the contents of the document are truthful and accurate to the best your knowledge and belief.

	Current listing	Updated listing
Business Name (If applicable)	Limo Connect	
Applicant Name	SAID TAZGUI	
Business Address	70 East Wyoming Ave #1	
Mailing Address	70 East Wyoming Ave #1 Melrose, MA, 02176	
Name of Manager	SAID TAZGUI	
Location cars will be garaged	Same address	
Telephone Number of Owner	6173350460 mssika16@Hotmail.com	
Email Address of Owner (required)		
24 hour Emergency Contact info	SAID TAZGUI 6173350460	

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The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Business

Applicant Information SAID TAZGUI **Please Print Legibly**

Business/Organization Name: Limo Connect

Address: 70 East Wyoming Ave # 1

City/State/Zip: Melrose, MA, 02176 Phone # 617 335 0460

Are you an employer? Check the appropriate box:

1. I am a employer with ____ employees (full and/or part-time).*
2. I am a sole proprietor or partnership and have no employees working for me in any capacity. (No workers' comp. insurance required)
3. We are a corporation and its officers have exercised their right of exemption per c. 152, § 1(4), and we have no employees. (No workers' comp. insurance required)**
4. We are a non-profit organization, staffed by volunteers, with no employees. (No workers' comp. insurance req.)

Business Type (required):

5. Retail
6. Restaurant/Bar/Eating Establishment
7. Office and/or Sales (incl. real estate, auto, etc.)
8. Non-profit
9. Entertainment
10. Manufacturing
11. Health Care
12. Other_____

Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

** If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: PROGRESSIVE

Insurer's Address: 70 East Wyoming Ave # 1

City/State/Zip: Melrose, MA, 02176

Policy # or Self-ins. Lic. # 007030455 Expiration Date: 10-21-2023

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expirations date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,5000.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP Work Order and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Said Date: 11-10-2022

Phone #: 617 335 0460

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FIRE DEPARTMENT

REPORT OF INVESTIGATION – RELATIVE TO RENEWAL FOR

Renewal Class: **Private Livery Car Service - 1 car**

License ID# 2020-68

License Fee: **$75**

Business Name: Limo Connect

Located at: 70 East Wyoming Ave #1 Melrose 02176

Expiration date: **April 30, 2024**

Approval: Capt J Gibson **Date:** 11/10/22

Melrose Fire Department Captain J. Gibson (781-665-0500)

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CITY OF MELROSE
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POLICE DEPARTMENT

REPORT OF INVESTIGATION – RELATIVE TO RENEWAL FOR

Renewal Class:

License ID# 1080-68 (Inactive)

License Fee: **$75**

Business Name: Limo connect

Located at: 70 East Wyoming Ave #1 Melrose, MA, 02176

Expiration date: **April 30, 2024**

Name/DOB Proprietor 1: **DOB:** 10-18-1969

Name/DOB Proprietor 2:

Approval: [signature] **Date:** 11/10/2022

MA Reg - LV 85958 OLD

ma Reg LV A4167 NEW

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Fax - (781) 979-4149

SEALER OF WEIGHTS AND MEASURERS

REPORT OF INVESTIGATION – RELATIVE TO RENEWAL FOR

Renewal Class: **APR**

License ID# 2022-68

License Fee: **$75**

Business Name: Limo Connect

Located at: 70 East Wyoming Ave #1 Melrose, 02176

Expiration date:

Approval: _____ **Date:** 11/15/22

Melrose Building Department (781-979-4135)

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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

TAX CERTIFICATION FORM
(Do Not Leave Anything Blank)
License Year: May 1, 2022 – April 30, 2023

Licensee Name: Limo Connect

Physical Address: 70 East Wyoming Ave 1 Melrose

Mailing Address: 70 East Wyoming Ave # 1

City, State, Zip: Melrose, MA, 02176

Manager/Business Owner: SAID TAZGUI

By signing below, I hereby certify under the penalties of perjury that I have, to the best of my knowledge and belief, filed all state tax returns, paid all state taxes, paid all local taxes, paid all water, sewer and solid waste disposal bills, paid all tax titles, paid all utilities, and paid all motor vehicle excise taxes to the City of Melrose required by law.

Signature of Applicant or
Corporate Name*

By: Corporate Office
(Mandatory, if applicable)

84-4261638

Social Security # (voluntary) or
Federal Identification Number**

**This license will not be used or renewed unless this certification clause is signed by the applicant.*

***Your Social Security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. Licensees failing to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.*

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REGISTRY OF MOTOR VEHICLES

CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

EXTERNAL CODE	REGISTRATION TYPE	PLATE NUMBER	EFFECTIVE DATE	TITLE NUMBER	EXPIRES ON	
LVN	Livery Normal	LVA4167	21-Oct-2022		EXPIRES ON	31-Jul-2024

MODEL YEAR	MAKE	MODEL	MODEL NUMBER	BODY STYLE	COLOR	VEHICLE IDENTIFICATION NUMBER
2021	CHEV	SUBURBAN		SUV	BLACK	1GNSKCKD7MR173124

RESIDENTIAL ADDRESS (IF DIFFERENT THAN MAILING)

TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER

GARAGE ADDRESS

70 E WYOMING AVE MELROSE MA 02176-4715

US DOT NUMBER FOR COMMERCIAL VEHICLE

NAME(S) OF OWNER(S) AND MAILING ADDRESS

SAID TAZGUI
70 E WYOMING AVE
MELROSE MA 02176-4715

INSURANCE COMPANY

PROGRESSIVE CASUALTY INSURANCE COMPANY

MAXIMUM SEATING CAPACITY FOR VEHICLES FOR HIRE

7

LESSEE/IN CUSTODY OF

Colleen J. Ogilvie Registrar of Motor Vehicles

SPECIAL MESSAGE

If this vehicle is newly acquired, it must be inspected within 7 days of registration.

CHANGE OF ADDRESS ☐ RESIDENTIAL ☐ MAILING ☐ GARAGE

Important information for vehicle owners

- Certificate of Registration: Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and/or trailer, in the vehicle, in some easily accessible place. The records of the RMV constitute the official status of the vehicle registration.
- Change of Address: By law, you must report any change of address to the RMV within 30 days. Visit mass.gov/rmv to change your address. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- No Insurance Card Required: Massachusetts law does not require an insurance card. M.G.L. Chapter 90, Section 34, and Chapter 175, Section 113A, requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. The insurer is required by law to electronically notify the Registry of Motor Vehicles if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- Transferring Your Plates: Massachusetts General Law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration Section on the RMV's website at mass.gov/rmv for more information.
- Cancel the registration plates if:
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Skip the Line, Go Online! Visit Mass.Gov/RMV for list of available transactions.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 10/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CARL MANSOUR
MANSOUR INSURANC10 380 PLEASANT ST, STE 11 MALDEN MA 02148	PHONE (A/C, No, Ext): 978-278-5339 FAX (A/C, No): 978-587-3706 E-MAIL ADDRESS: MANSOURINSURANCE@GMAIL.COM
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : PROGRESSIVE INSURANCE
INSURED LIMO CONNECT INC/ SAID TAZGUI 70 E WYOMING AVE #1 MELROSE MA 02176	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 10000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS	X		00703045	10/20/2022	10/20/2023	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2021 CHEVROLET SUBRBAN C1500- VIN # 1GNSKCKD7MR173124
COLLISION DEDUCTIBLE: $1000
COMP DEDUCTIBLE: $1000

CERTIFICATE HOLDER	CANCELLATION
CERTIFICATE HOLDER	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE CARL MANSOUR

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

melrosekind

celebrating random acts of kindness november 20

What's Your Kindness Plan?

- ✔ 2,000+ letters from elementary school students to Melrose Seniors
- ✔ 1,000 thank yous from Melrose High students to impactful teachers
- ✔ many, many cards from Middle School students to hospital staff and patients
- ✔ Boy Scouts celebrate Scott Macaulay, Thanksgiving Warrior, with cards and treats
- ✔ Girl Scouts brighten the day at Milano Center with desserts and cards
- ✔ MHS Humanitarian Club thanks Police Department
- ✔ Cara showers kindness on school nurses and custodians
- ✔ Crossing Guards are treated to warm winter hats
- ✔ Girl Scouts cheer on the Fire Department and DPW treated to lunch by the Rotary
- ✔ Let's Talk Melrose, Melrose applauds the Department of Health
- ✔ Girl Scouts celebrate Animal Heroes Jenny and Linda
- ✔ Jen toasts the Post Office and Courtney serves the library breakfast
- ✔ Cynthia celebrates The Food Drive and Kate L-G surprises the YMCA
- ✔ Judie thanks MAAV and Jim cheers SDM
- ✔ Jen surprises school bus drivers with thank yous
- ✔ Gina coordinates PorchFest musicians and local bands sing kindness
- ✔ Paul serves hot chocolate, Marley & crew motivate kindness at the Farmer's Market
- ✔ Julie plays Aunt Petunia with advice given and hugs received
- ✔ Senior Housing locations visited with donuts to share
- ✔ MHS Band serenades students and staff entering school
- ✔ Art teachers create murals celebrating kindness
- ✔ PTOs applaud teachers with posters and stocked break rooms
- ✔ Teachers and administrators shower students with kindness surprises
- ✔ Kris and Chiara create a mural of epic proportions
- ✔ Melrose merchants surprise customers throughout the day
- ✔ The city of Melrose celebrates together… yay kindness, yay Melrose, MelroseKind ♥

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Emily Anderson, P.E.

106 E Foster Street
Melrose, MA 02176
[redacted]

City of Melrose
Conservation Commission
526 Main Street
Melrose, MA 02176

Dear Conservation Commission,

I am interested in applying for a position on the Conservation Commission. I am a civil engineer with a focus on smart site design who has worked on the "other side of the table" for several years, helping clients to permit thoughtfully designed projects that meet or exceed the standards of the Wetlands Protection Act.

I moved to Melrose last year and would appreciate the opportunity to support and promote the natural resources in town. I would be open to being either a full-time member or an associate member. Please feel free to give me a call or email me with any follow-up questions.

Sincerely,

Emily Anderson

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Emily Anderson, P.E.

106 E Foster Stre
Melrose, MA 021[illegible]

PROFILE

Collaborative, resourceful and focused civil engineer at a land development firm working on mixed-use projects in Greater Boston. Provide engineering and permitting support to clients to help projects succeed.

EXPERIENCE

ASSISTANT PROJECT MANAGER

BOHLER, BOSTON, MA

2018 - Present

Design and permit site plans for a range of uses, including multi-family housing, transit-oriented commercial shopping centers, mixed-use master planned sites, and industrial distribution centers.

HIGHLIGHTS

Stormwater Design. Utilize the Massachusetts Stormwater Handbook for Low Impact Development sites with a focus on infiltration and phosphorus removal to meet municipal removal targets.

Resilient Buildings. Collaborate with clients regarding current and future flood plains due to climate change and sea level rise and incorporate smart site design to blend existing and future conditions.

Permitting Expertise. Manage large permitting efforts including MEPA filings, Boston BPDA filings, local site plan reviews, and Conservation Commission filings.

ENGINEER II, WATER RESOURCES/SITE GROUP

GREEN INTERNATIONAL AFFILIATES

2015 –2017

Created site plans for public and private clients; designed drainage networks for roadway reconstruction projects, building pipe networks in AutoCAD Civil 3D, analyzing spread, and calculating peak runoff rates with HydroCAD; prepared permit applications for Notices of Intent, Request for Determinations of Applicability, Water Quality Certificates; completed peer reviews of site projects for municipal clients to ensure compliance with town bylaws.

EDUCATION

NORTHEASTERN UNIVERSITY | BOSTON, MA

Bachelor of Science in Civil Engineering, May 2015

INTERESTS

Reading • Sustainability • Yoga • Travel

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Conservation Commission Appointment
Date: November 8, 2022

I respectfully request the Honorable City Council confirm the appointment of Emily Anderson, of 106 East Foster Street, to the City of Melrose Conservation Commission for a three-year term, said term to expire the last day of February 2025. Ms. Anderson's appointment replaces the appointment of Ryan Sloan, who has resigned from the Conservation Commission in October 2022.

Ms. Anderson, whose request for appointment comes with the support of Conservation Commission member Eric Devlin, has unique experience as a civil engineer helping clients meet or exceed standards of the Wetlands Protection Act through designing thoughtful projects. As a newer Melrose resident, she would like the opportunity to use her expertise to promote and protect Melrose's conservation areas.

Thank you for your consideration.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

MINUTES● NOVEMBER 28, 2022

Web-based remote meeting , Melrose, MA 02176 | **Special Meeting** | **7:04 PM**

I. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Jen Grigoraitis	Ward 6	Absent	
Maya Jamaleddine	At-Large	Present	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Present	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Christopher Cinella	President	Present	

II. PUBLIC COMMENT

Motion: Public Comment

By unanimous consent, President Cinella moves to open public comment. No objection

No one comes forward.

By unanimous consent, President Cinella moves to close public comment. No objection

RESULT:	**PASSED [10 TO 0]**
MOVER:	Christopher Cinella, President
AYES:	Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Jen Grigoraitis

III. COMMUNICATIONS FROM HIS HONOR, THE MAYOR AND OTHER CITY OFFICIALS

1. **ORDER-2023-36 :** Appointment of Kevin M. Faller as Chief of the Melrose Police Department effective December 1, 2022

   Offered by: Mayor Paul Brodeur

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

From: Appropriations & Oversight Committee OUGHT TO PASS

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mark Garipay, Ward 4
SECONDER:	Jack Eccles, At-Large
AYES:	Eccles, Garipay, Grigoraitis, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella

IV. ADJOURNMENT

Motion: Adjourn

Motion: Adjourn
By: Councilor Eccles, Second: Councilor Stewart - motion carried.

Meeting adjourned at 7:10 p.m.

RESULT:	**PASSED [10 TO 0]**
MOVER:	Jack Eccles, At-Large
SECONDER:	Robb Stewart, Ward 3
AYES:	Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Cinella
ABSENT:	Jen Grigoraitis

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: City Council President Christopher Cinella
From: Mayor Paul Brodeur
Re: Appointment of Kevin M. Faller as Chief of Police
Date: November 14, 2022

It is my great pleasure and honor to submit to the Honorable City Council the appointment of Kevin M. Faller as Melrose's next Chief of Police.

Mr. Faller is a 27-year veteran of the City of Medford Police Department where he has served with distinction as Captain at the Command Staff for eleven years, and for over twenty years at the supervisory level. During his career in Medford, he gained experience with a full range of law enforcement roles including patrol, criminal investigations, Internal Affairs/Professional Standards, media relations, and policy creation. Mr. Faller holds a bachelor's degree in psychology from Tufts University and a master's degree in Criminal Justice from Anna Maria College.

Throughout the highly competitive and thorough assessment process led for the City by MRI, Inc., Mr. Faller distinguished himself as knowledgeable, prepared, and personable. He conveyed a strong understanding of the needs and expectations of a modern, effective police department, as well as the requirements under the Police Reform Act Relative to Justice, Equity and Accountability in Law Enforcement in the Commonwealth.

I believe Mr. Faller is an excellent match for what the Melrose community is looking for in our next police chief and will successfully build upon the solid foundation of community policing established by Chief Michael Lyle and the dedicated women and men of the Melrose Police Department. A long-time resident of Melrose, Mr. Faller already has deep ties to the community as a parent and youth sports coach, and I am certain that he will serve the City of Melrose and the MPD with commitment and integrity.

I look forward to introducing Mr. Faller to the Melrose community in his new role and respectfully request that the City Council confirm his appointment as Chief of Police for the City of Melrose.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Kevin M. Faller

June 16, 2022

Mr. Sean Kelly
Director of Police Services
Municipal Resources, Inc.
66 Main St , Suite B
Plymouth, NH 03264

Dear Mr. Kelly,

I am expressing my interest in becoming the next Chief of Police for the City of Melrose, Massachusetts. Along with this letter I have submitted my resume detailing my experience, training, and education that would make me an ideal candidate for the position.

I have been a law enforcement professional with the Medford, Massachusetts Police Department for over 27 years, 20 of which have been at the supervisory level, and the last 11 years serving as a Captain at the Command Staff Executive level with approximately 90 sworn and non-sworn personnel currently under my command. I have worked in as well as supervised every aspect of policing in my department including, but not limited to Patrol, Criminal Investigations, Internal Affairs/Professional Standards, Media Relations, and policy creation. I also recently served on a committee responsible for the design and completion of our new state of the art energy efficient and environmentally conscious police station that opened in 2020. I have a proven record of maintaining positive working relationships within any division I have supervised as well as maintaining the same level of trust and transparency with stakeholders in the community.

I have a Masters Degree in Criminal Justice from Anna Maria College, a Bachelors Degree in Psychology from Tufts University, and I am continually training and adapting to the different needs and expectations that are required for effective modern 21st Century Policing as well as adhering to all the requirements under the Police Reform Act Relative to Justice, Equity and Accountability in Law Enforcement in the Commonwealth. As the son of an immigrant from the Philippines it has been instilled in me from an early age the importance of hard work, accountability, integrity, and treating everyone of all backgrounds and beliefs with respect. I have lived in the city of Melrose for over 18 years, both of my children attend(ed) Melrose Public Schools, I coached Melrose youth soccer and basketball for several years, and I have a strong commitment and allegiance to the community in which I hope to serve as the next Chief of Police.

Thank you for your consideration and I hope to hear from you regarding this position.

Sincerely,

Kevin M. Faller

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Kevin M. Faller

Professional Profile

- 27 plus years as a member of the Medford Police Department, including 20 years working in a supervisory capacity. Forward thinking, innovative leader with a proven ability to motivate personnel and work with community stake holders towards a common goal. Extensive experience working in and supervising all aspects of policing including Patrol, Criminal Investigations, and Internal Affairs. Exceptional communication skills and highly commended for strong work ethic, professionalism, and ability to prioritize and delegate tasks.

Experience

CAPTAIN |OPERATIONS COMMANDER| JANUARY 2019-PRESENT

- Oversee Patrol Division, Detective Division, and Civilian Dispatchers. Responsible for staffing, supervising, and running the daily operations of the various divisions, including supervising background checks, hiring of any new personnel, and overseeing the Field Training Program.

CAPTAIN |DETECTIVE DIVISION COMMANDER| APRIL, 2011 – DECEMBER 2018

- Responsible for the management and supervision of all criminal investigations as well as overseeing Firearms Licensing, Evidence Control, Sex Offender Registration, Court Prosecutor, Media Relations, and School Resource Officers. Managed and balanced State and Federal Forfeiture accounts as well as preparation and submission of NIBRS crime statistics.

CAPTAIN |INTERNAL AFFAIRS COMMANDER| APRIL, 2011 - 2015

- Responsible for investigating complaints against sworn officers as well as proactive monitoring and ensuring compliance with professional standards and departmental rules/regulations/policies.

LIEUTENANT |PATROL SHIFT COMMANDER| JANUARY, 2007 – APRIL 2011

- Night Shift Commander responsible for supervision of Patrol Operations which included assignment of personnel on a daily basis, report review, and booking/housing of prisoners. Responsibility also included handling and investigating any citizen complaints at the first line supervisory level.

SERGEANT |PATROL DIVISION| MARCH, 2002 – JANUARY, 2007

- Night Shift Patrol Sergeant responsible for supervising uniformed Patrol Officers which included making on scene command decisions, maintaining crime scene integrity, report review, and ensuring officer safety and compliance with departmental rules and regulations.

PATROL OFFICER | PATROL DIVISION | MAY, 1995 – MARCH, 2002

- Worked both night and day shifts in Patrol Operations, effected numerous quality arrests, exemplary disciplinary and attendance record, participated in various community events, and taught "Prejudice and Violence Education" program in Medford Public Middle Schools.

EDUCATION

- Master of Arts – Criminal Justice – 1998 – Anna Maria College
- Bachelor of Arts – Psychology – 1994 – Tufts University
- Certificate – Paralegal - 1992 – National Academy for Paralegal Studies

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Training

- Certified Front Line Leadership Instructor – Municipal Police Training Committee (MPTC) - 2022
- Stress Resiliency Coordinator Training – MPTC 2022
- Certificate of Training – "What are racially motivated Traffic stops?" – Commonwealth Police Legacy - 2022
- Legal Instructor Certification (Commonwealth of Massachusetts) – MPTC 2022
- Instructor Development "Train the Trainer " – Legal Updates MPTC 2022
- Massachusetts Civil Rights Officer Training – Commonwealth Police Legacy - 2021
- ICAT (Integrating Communications, Assessments, and Tactics) "Train the Trainer" – PERF - 2021
- MPTC Instructor Development Program - 2021
- Massachusetts Police Reform Act Training – Commonwealth Police Legacy - 2021
- CIT (Crisis Intervention Training for Chiefs and Law Enforcement Administrators) - 2021
- FBI LEEDA Trilogy Award - 2019
- FBI LEEDA Executive Leadership Institute - 2019
- FBI LEEDA Supervisor Leadership Institute: Tufts University - 2019
- FBI LEEDA Command Leadership Institute: Tufts University – 2019
- Massachusetts Chief's and Command Staff Legal Update Seminar : Commonwealth Police Legacy - 2019
- Civil Service Law and Procedure in Massachusetts: Commonwealth Police Services – 2017
- Executive Police Leadership Training: Commonwealth Police Services – 2016
- Subject Matter Expert (SME) for Massachusetts Civil Service Promotional Examinations 2015-Present
- Accountability and Discipline / Internal Affairs Seminar: APD Management Consultants – 2011
- Incident Command System 200 (ICS-200): Massachusetts Emergency Management Agency (MEMA) – 2007
- Incident Command System 300 (ICS – 300): Massachusetts Executive Office of Public Safety - 2007
- Reducing the Risks of Death of Persons in Custody: Dept. Of Criminal Justice, UMASS Lowell – 2002
- Advanced Course on The Reid Technique of Interviewing & Interrogation: John E. Reid & Associates – 2001
- Prejudice and Violence (P.A.V.E) Instructor Certification: Newton Police – 1998

Awards and Recognitions

- Numerous Commendations for perfect attendance using no sick or injury leave
- Community Service Award: 2009 - Presented by MPPA and MPSOA for running numerous charity events over the years and raising in excess of 50K dollars.
- Commendation 2004-05: Interrupting a rape in progress of a juvenile female while on overnight uniformed patrol. Two suspects arrested and indicted on numerous offenses including rape of a child and kidnapping.
- Commendation 97-04: Assisted in arrest of suspect for attempted armed robbery of an armored car.
- Numerous Letters of Appreciation from area Chiefs of Police for undercover narcotics operations.
- Medford Police Academy Class 95-01: Valedictorian Award and elected Class Secretary, Executive Board.

****REFERENCES FURNISHED UPON REQUEST****

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

TO: The Honorable City Council

FROM: Mayor Paul Brodeur

DATE: November 22, 2022

RE: Special Meeting; November 29, 2022

Dear Honorable Councilors:

Pursuant to Section 3-6(b) of the Charter of the City of Melrose, I am calling a Special Meeting of the Melrose City Council on November 9 at 7:00 pm for the purpose of considering Order 2023-36: Appointment of Kevin M. Faller as Chief of the Melrose Police Department effective December 1, 2022.

The Appropriations and Oversight Committee considered this order on November 17 and recommended passage by a 10-0 vote. The purpose of the Special Meeting is to ensure final consideration of the Order in advance of Captain Faller's contractual start date of December 1, 2022.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE
FISCAL YEAR 2023
CLASSIFICATION OF PROPERTY



TAX CLASSIFICATION HEARING - DECEMBER 5, 2022

PRESENTED BY

THE MELROSE BOARD OF ASSESSORS:

SARAH MACLELLAN

CATHY GULINO

LEE PHALEN

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

PROPERTY ASSESSMENT / TAX RATE PROCESS

January 1
Property Valuation Process begins

January 1 – June 30
Values adjusted to reflect changes due to new construction, alterations, demolitions, etc.

July 1
Start of Fiscal Year

July – November
Assessors finalize values and Submit to Dept. of Revenue (DOR)

Assessors receive Certification of Values and New Growth from DOR

City Council holds Public Hearing(s) for Property Tax Classification and votes on allocating the tax levy

DOR Approves the Tax Rate

December
Tax Rate is applied to Assessed Values and Actual Tax bills are mailed

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TAX CLASSIFICATION HEARING

To adopt the City's Tax Policy by allocating the tax levy among the 5 property types:



Residential



Open Space

(RO)

(CIP)

Commercial



Industrial



Personal Property*



*Personal property includes all tangible items that are not firmly attached to land or buildings and are not considered part of the real estate. All personal property is taxable unless exempt (ex. Household items in primary residence)

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ACTION REQUIRED BY THE CITY COUNCIL

Under M.G.L. Chapter 40, Section 56: The **City Council**, together with the Mayor's approval, shall adopt a **residential factor** to be used by the Board of Assessors to determine the percentages of the local tax levy to be borne by each class of real and personal property. The Assessors shall provide "information and data relevant to making such determination and the fiscal effect of the available alternatives."

The Residential Factor governs the percentage of the tax levy to be paid by **Residential** and **Open Space** (**R/O**) properties. The difference is shifted to the **Commercial, Industrial** and **Personal Property** (**CIP**) classes.

The adopted factor cannot be less than the **Minimum Residential Factor** (**MRF**), which is determined by the Department of Revenue for each community. The **MRF** represents the maximum shift allowed in the tax levy for the year and establishes the parameters for local decision making.

- **VOTE**: Adopt a **Residential Factor (Tax Shift)**

- **VOTE**: Whether to grant an **Open Space Discount**

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SENIOR CIRCUIT BREAKER LEGISLATION

- **March 1, 2021** - Melrose City Council unanimously passed ORDER-2021-79, **AN ACT AUTHORIZING THE CITY OF MELROSE TO ESTABLISH A MEANS TESTED SENIOR CITIZEN PROPERTY TAX EXEMPTION**
- **July 6, 2022** - Governor Baker signed this Bill, H3766, into law.
- Allows the Board of Assessors to qualify older adult applicants for tax relief by a State Income Tax Credit referred to as the "Circuit Breaker Credit".
- Qualified applicants receive a **property tax exemption equal to 150% of their State Circuit Breaker Income Tax Credit**.
- The total amount exempted by the legislation is to be **allocated within the tax levy (or shifted)** to the non-eligible Residential taxpayers.
- Summary of FY 2023 Circuit Breaker Exemption Program:
  - ❑ 107 Applications, **78 parcels granted exemption** by Board of Assessors
  - ❑ **$127,170** in Tax Dollars exempted, to be shifted within the Residential Class
  - ❑ Adds **$0.02** to the Residential Tax rate ($0.02/$1,000 of Residential Property Value)

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RESIDENTIAL FACTOR / THE TAX SHIFT

NOTE: THE TOTAL AMOUNT THAT CAN BE RAISED IN TAXES (MAX. LEVY) REMAINS THE SAME, WHETHER OR NOT THERE IS A SINGLE OR SPLIT TAX RATE (TAX SHIFT). THE SHIFT DOES NOT RAISE MORE REVENUE, IT SIMPLY CHANGES THE ALLOCATION OF THE TAX BURDEN AMONG THE CLASSES OF TAXPAYERS.

For FY23, adopting a Factor of 1 would result in a residential tax rate of

$10.81 per $1,000 of property value*

- Adopting a factor less than "1", to as low as the **Minimum Residential Factor** (**MRF**) , results in an increasingly greater tax burden shift from the **Residential** and **Open Space** (**R/O**) classes to the **Commercial, Industrial** and **Personal Property** (**CIP**) classes.
- The DOR has determined that the MRF for the City of Melrose for FY 2023 is .960486, (or CIP Shift of 1.75).

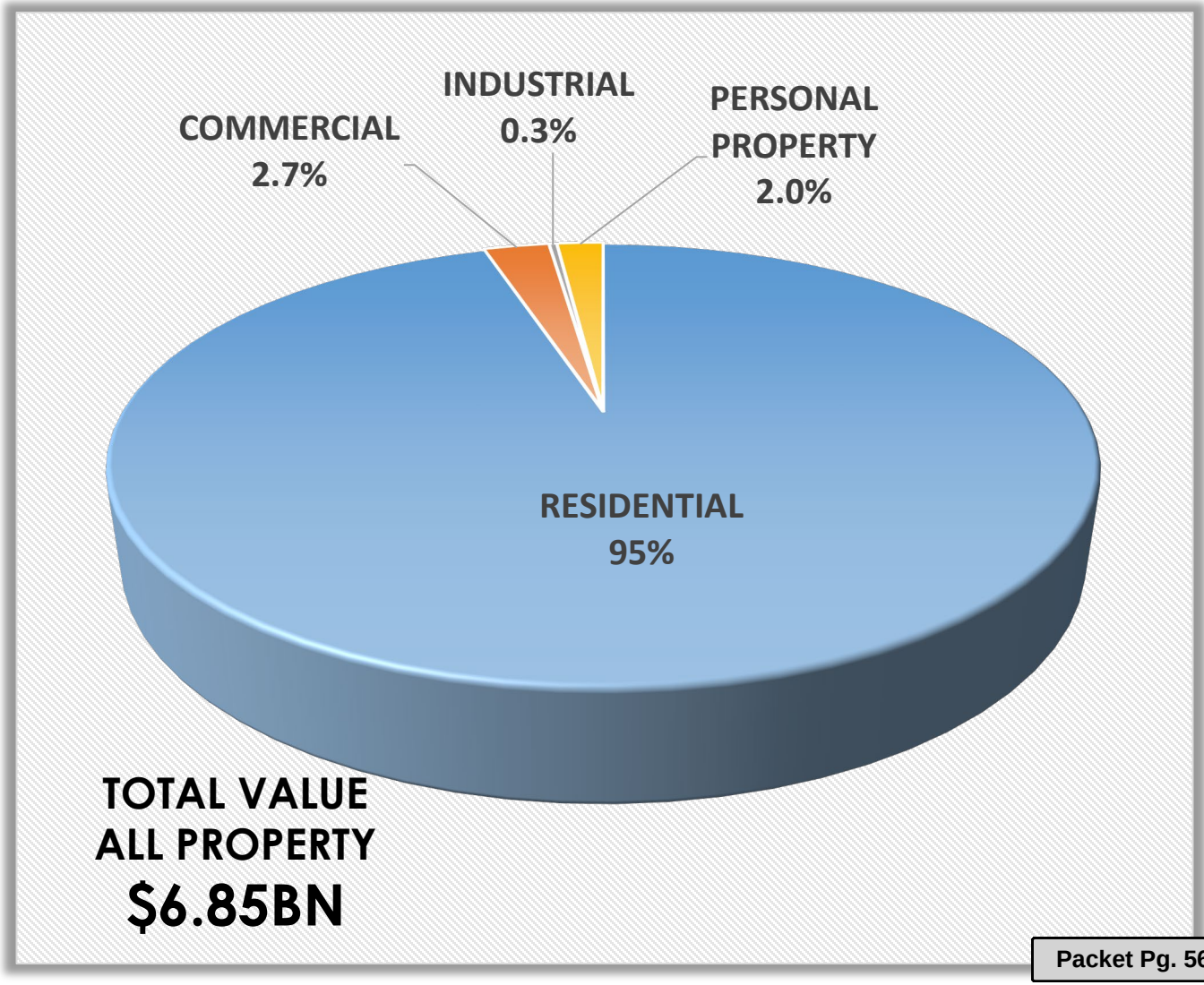
*Note: Final Tax Rates may change slightly when finalized with the Dept. Of

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FISCAL YEAR 2023 VALUE BY CLASS

	VALUE	% OF LEVY (before shift)
RESIDENTIAL	$ 6,513,661,496	95.0%
COMMERCIAL	$ 183,546,364	2.7%
INDUSTRIAL	$ 21,730,900	0.3%
PERSONAL PROPERTY	$ 137,891,480	2.0%
TOTAL VALUE	**$ 6,856,830,240**	100.0%

NUMBER OF PARCELS BY PROPERTY TYPE	
RESIDENTIAL	8,771
OPEN SPACE	0
COMMERCIAL	200
INDUSTRIAL	26
PERSONAL PROPERTY	491
MIXED-USE	65
EXEMPT	425



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CALCULATING THE TAX RATE

MELROSE - 178 2023

Jurisdiction Melrose - 178 Fiscal Year 2023 Go

Property Type	Parcel Count	Class1 Residential	Class2 Open Space	Class3 Commercial	Class4 Industrial	Class5 Pers Prop
101	6,375	4,686,478,200				
102	1,200	512,785,200				
MISC 103,109	9	8,696,600				
104	758	583,597,900				
105	70	58,669,700				
111-125	118	465,008,600				
130-32,106	241	19,452,200				
200-231	0		0			
300-393	199			146,942,000		
400-442	26				20,770,900	
450-452	0				0	
CH 61 LAND	0 0		0	0		
CH 61A LAND	0 0		0	0		
CH 61B LAND	1 0		0	3,696,250		
012-043	65	178,973,096	0	32,908,114	960,000	
501	274					4,128,920
502	203					7,932,940
503	0					0
504	4					118,040,400
505	5					6,265,100
506	1					154,700
508	4					1,369,420
550-552	0					0
TOTALS	**9,553**	**6,513,661,496**	**0**	**183,546,364**	**21,730,900**	**137,891,480**
Real and Personal Property Total Value						**6,856,830,240**
Exempt Parcel Count & Value					425	458,962,690

FY 2022 LEVY LIMIT	69,288,556
ADD PROP. 2.5%	1,732,214
ADD FY 2023 NEW GROWTH	1,082,547
SUBTOTAL : FY 2023 LEVY LIMIT	72,103,317
FY 2023 DEBT EXCLUSION(S)	1,908,234
FY 2023 MAX. ALLOWABLE LEVY	**74,011,551**

$$\frac{\text{FY 2023 Property Tax Levy}}{\text{FY 2023 Total Taxable Value}} = \frac{74,011,551}{6,856,830,240} = .0179384$$

= **$10.79 + $.02 Senior Circuit Breaker Exemption**

$10.81 RESIDENTIAL TAX RATE PER $1,000 OF ASSESSED VALUE IF A FACTOR OF 1 IS SELECTED (NO CIP SHIFT), $10.79 CIP RATE

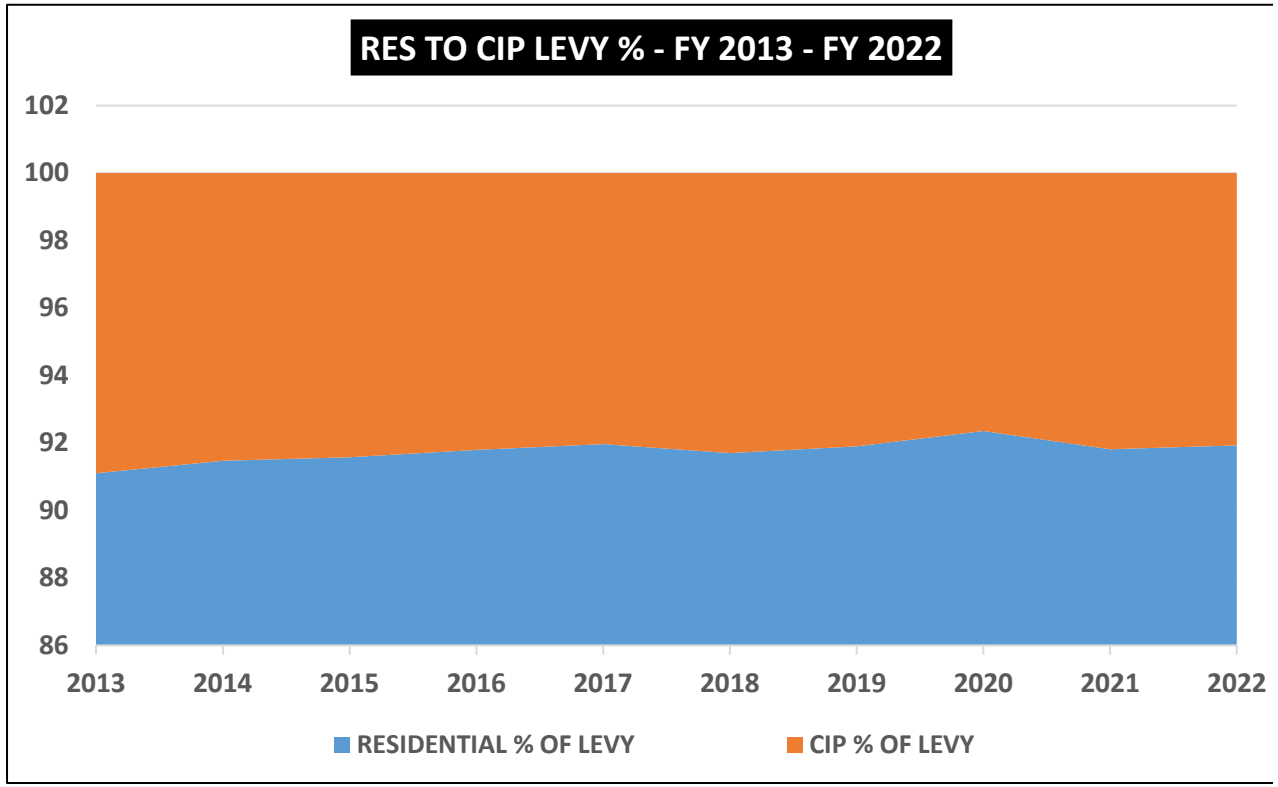
Note: Final Tax Rates may change slightly when finalized with the Dept. Of Revenue.

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HISTORICAL LEVY PERCENTAGE BY CLASS

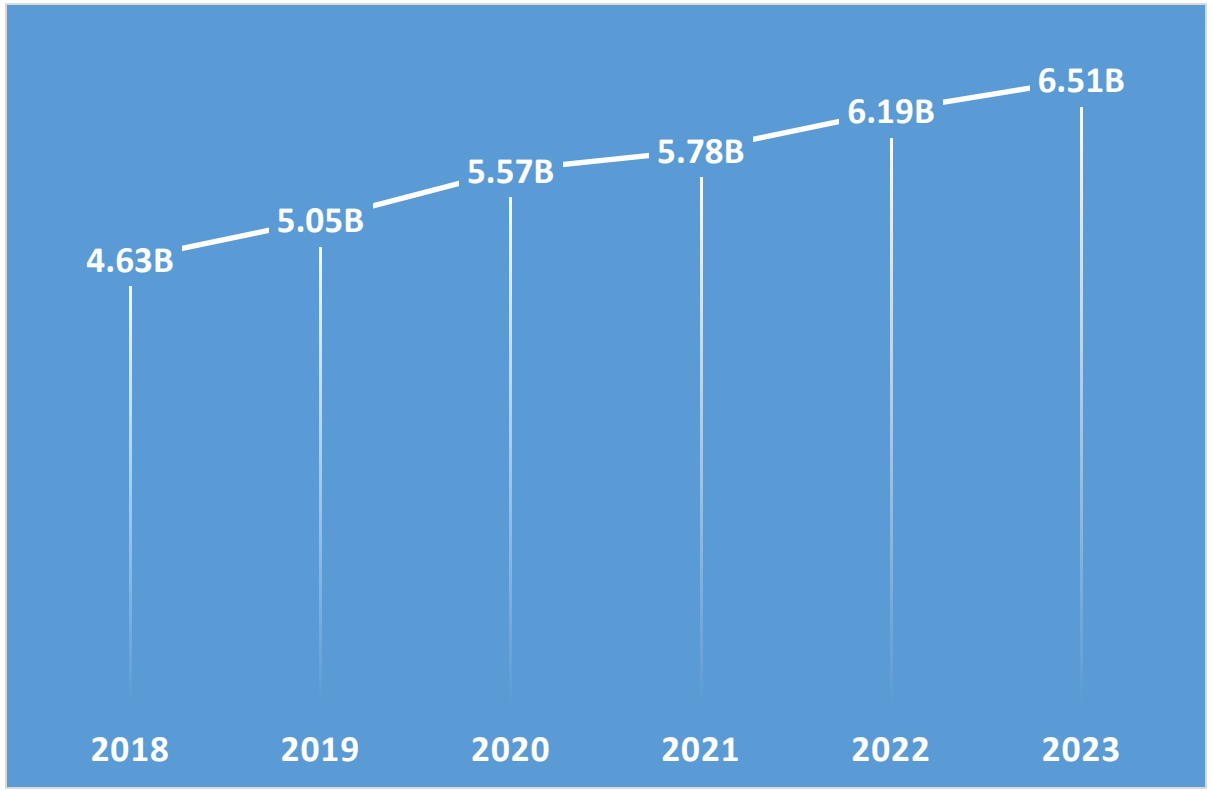
(AFTER SHIFT)

FISCAL YEAR	RESIDENTIAL % OF LEVY	CIP % OF LEVY
2013	91.10	8.90
2014	91.47	8.53
2015	91.58	8.42
2016	91.79	8.21
2017	91.97	8.03
2018	91.70	8.30
2019	91.90	8.10
2020	92.35	7.65
2021	91.81	8.19
2022	91.93	8.07



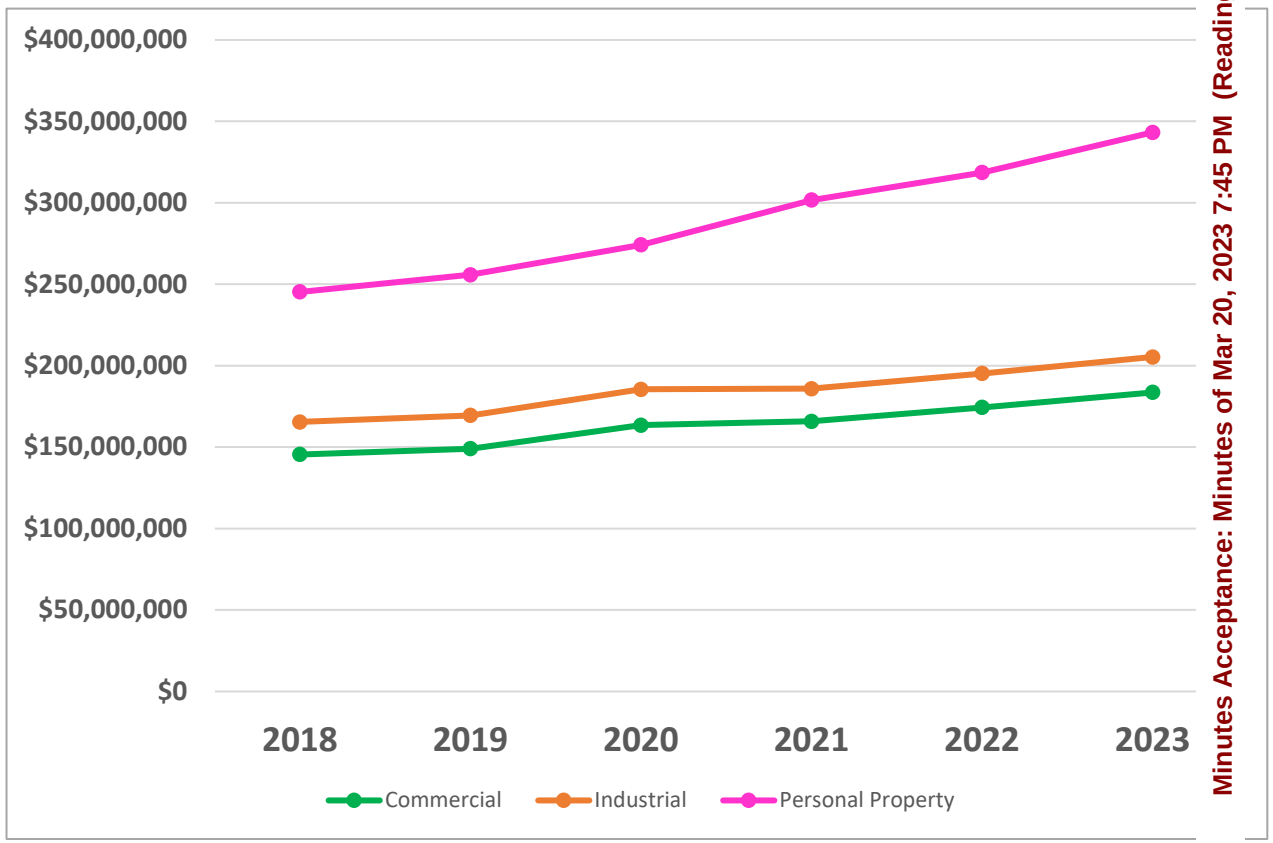
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ASSESSED VALUES BY CLASS FY 2018 –2023



RESIDENTIAL

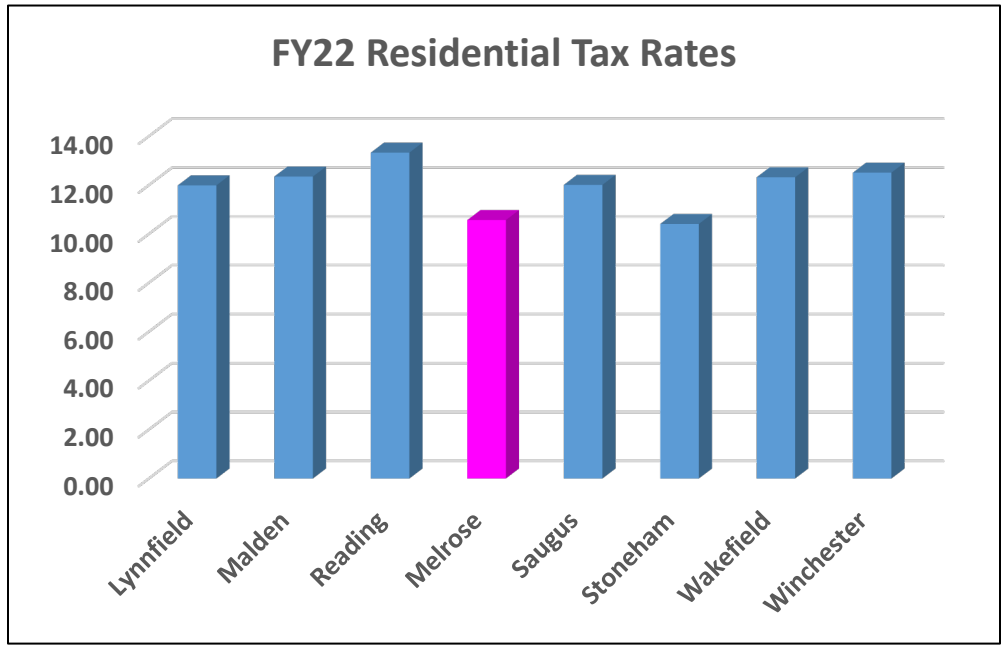
CIP

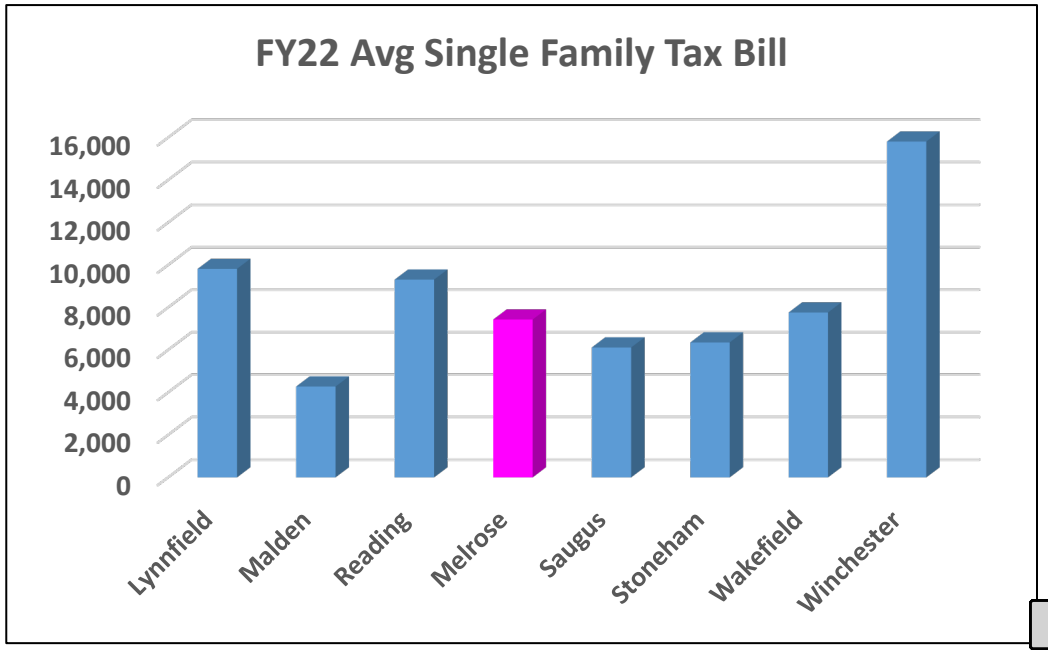


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FY2022 SINGLE FAMILY VALUES / TAX RATES

Municipality	Single Family Parcels	Average Single Family Value	Avg Single Family Tax Bill	2022 Res. Tax Rate
Melrose	6,372	703,389	7,435	$10.57
Malden	5,669	346,376	4,278	$12.35
Lynnfield	3,871	818,833	9,818	$11.99
Reading	6,574	698,675	9,313	$13.33
Saugus	7,230	509,308	6,117	$12.01
Stoneham	5,139	610,402	6,354	$10.41
Wakefield	6,250	630,286	7,765	$12.32
Winchester	5,678	1,264,001	15,813	$12.51



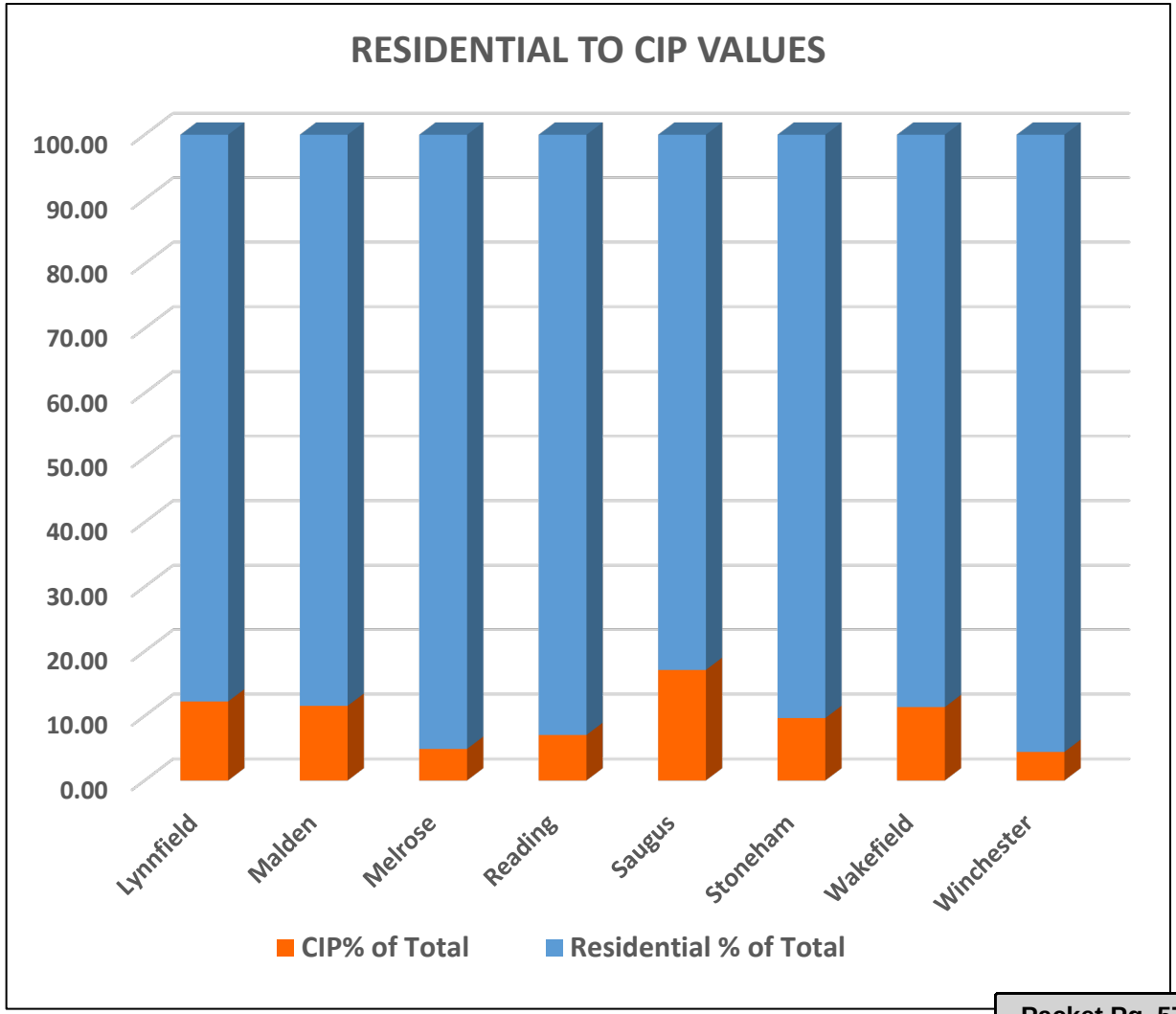


Source: DLS Data Analytics and Resources Bureau

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FY22 PEER COMMMUNITY RES. TO CIP VALUES

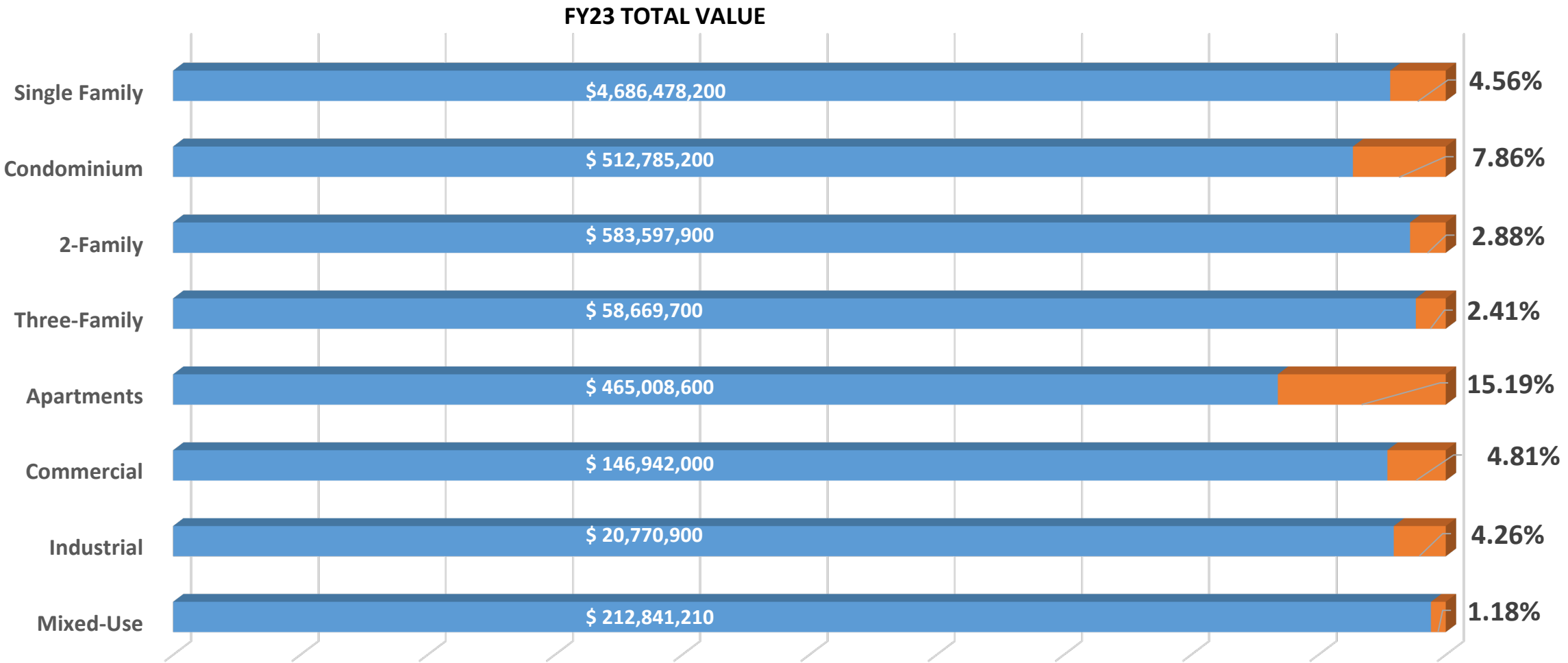
Municipality	R/O% of Total	CIP% of Total	Total Value
Lynnfield	87.76	12.24	3,933,955,812
Malden	88.44	11.56	9,283,128,544
Melrose	95.11	4.89	6,508,565,250
Reading	92.96	7.04	6,199,751,799
Saugus	82.88	17.12	5,664,909,967
Stoneham	90.33	9.67	4,924,386,543
Wakefield	88.63	11.37	6,148,310,749
Winchester	95.57	4.43	8,983,334,147



Source: DLS Data Analytics and Resources Bureau

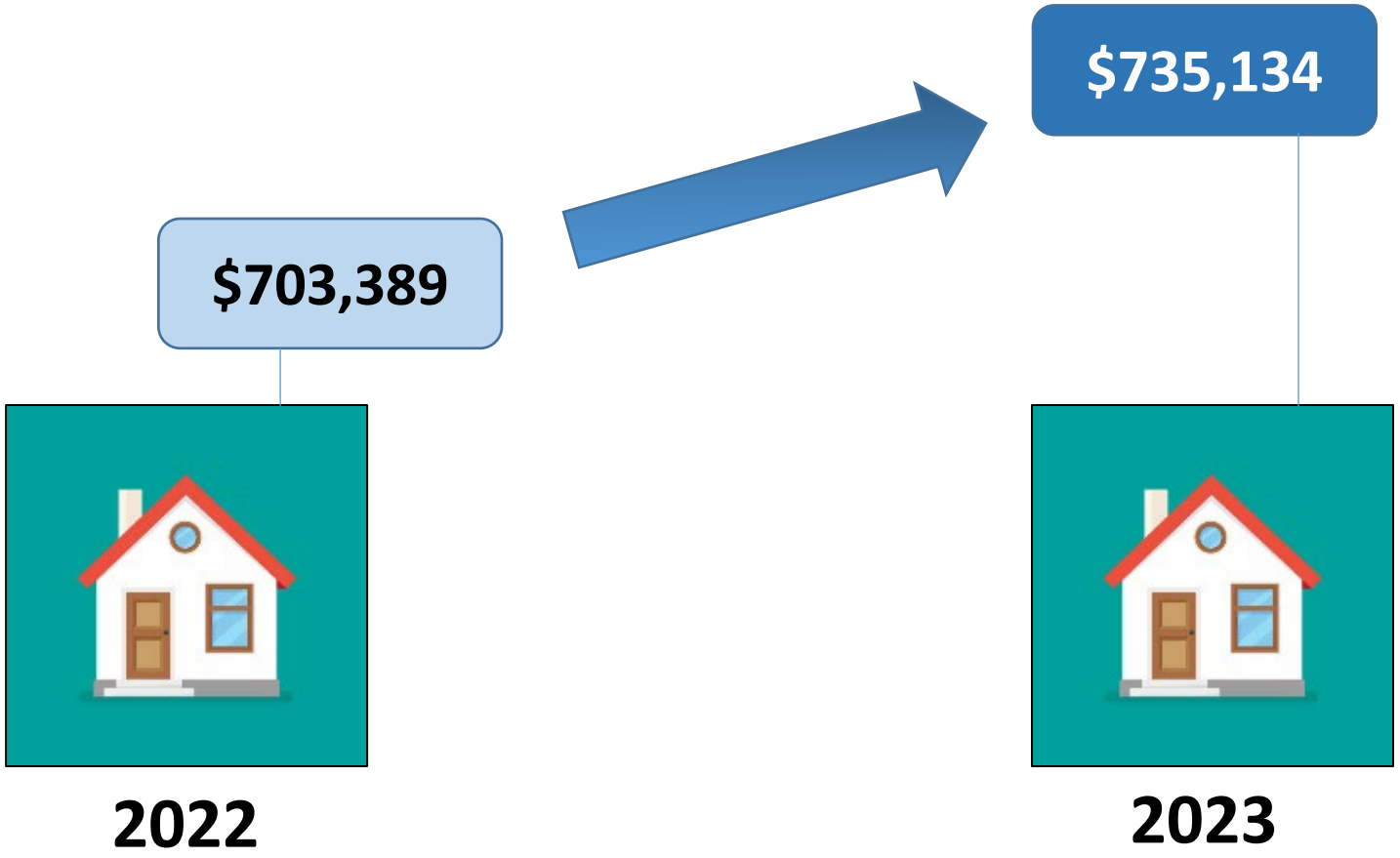
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FY23 VALUE CHANGE BY PROPERTY TYPE



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AVERAGE SINGLE FAMILY VALUE



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HISTORICAL RESIDENTIAL FACTOR & SHIFT

Fiscal Year	Lowest Res. Factor Allowed	Max CIP Shift Allowed	Res. Factor Selected	CIP Shift	Avg. Single Family Tax Bill	FY % Chg	FY $ Chg
2013	0.968032	1.50	0.969311	1.48	$5,212	2.34%	$119
2014	0.966526	1.50	0.975899	1.36	$5,383	3.28%	$171
2015	0.968472	1.50	0.973516	1.42	$5,549	3.08%	$166
2016	0.955969	1.50	0.971820	1.48	$5,746	3.55%	$197
2017	0.958322	1.75	0.970826	1.52	$5,909	2.84%	$163
2018	0.960291	1.75	0.965587	1.65	$6,096	3.16%	$187
2019	0.961998	1.75	0.965545	1.68	$6,273	2.90%	$177
2020	0.963075	1.75	0.969000	1.63	$7,015	11.83%	$742
2021	0.960822	1.75	0.966100	1.65	$7,195	2.57%	$180
2022	0.961407	1.75	0.966600	1.65	$7,435	3.33%	$240

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TAX RATE SHIFT VARIANCE

RES FACTOR OF 1
RES. RATE $10.81
$ CHG: $512
% CHANGE: 6.88 %

FY23 AVERAGE SINGLE FAMILY VALUE
$735,134

1.75 MAX SHIFT
RES. RATE $10.38
$ CHG $196
% CHANGE: 2.63 %

Average Single Family Tax Bill

1.00 — **Tax Shift** → 1.75

Median Commercial Tax Bill

RES FACTOR OF 1
CIP RATE: $10.79
$ CHG: -$3,753
% CHANGE: -37.28 %

FY23 MEDIAN COMMERCIAL VALUE
$585,100

1.75 MAX SHIFT
CIP RATE $18.88
$ CHG: $981
% CHANGE: 9.74%

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FY23 SHIFT OPTIONS

		AVG SINGLE FAMILY VALUE = $735,134				MEDIAN COMMERCIAL VALUE = $585,100			
SHIFT	RES FACTOR	RES RATE	AVG SF TAX BILL	SF $ CHG	SF % CHG	CIP RATE	MED COM TAX BILL	COM $ CHG	COM % CHG
1.60	0.968389	$10.47	$7,697	$262	3.52%	$17.27	$10,105	$39	0.38%
1.61	0.967862	$10.46	$7,690	$255	3.42%	$17.37	$10,163	$97	0.96%
1.62	0.967335	$10.46	$7,690	$255	3.42%	$17.48	$10,228	$161	1.60%
1.63	0.966809	$10.45	$7,682	$247	3.32%	$17.59	$10,292	$226	2.24%
1.64	0.966281	$10.45	$7,682	$247	3.32%	$17.70	$10,356	$290	2.88%
1.65	0.965755	$10.44	$7,675	$240	3.23%	$17.80	$10,415	$349	3.46%
1.66	0.965228	$10.43	$7,667	$232	3.13%	$17.91	$10,479	$413	4.10%
1.67	0.964701	$10.43	$7,667	$232	3.13%	$18.02	$10,544	$477	4.74%
1.68	0.964174	$10.42	$7,660	$225	3.03%	$18.13	$10,608	$542	5.38%
1.69	0.963648	$10.42	$7,660	$225	3.03%	$18.24	$10,672	$606	6.02%
1.70	0.963120	$10.41	$7,653	$218	2.93%	$18.34	$10,731	$665	6.60%
1.71	0.962594	$10.41	$7,653	$218	2.93%	$18.45	$10,795	$729	7.24%
1.72	0.962067	$10.40	$7,645	$210	2.83%	$18.56	$10,859	$793	7.88%
1.73	0.961540	$10.39	$7,638	$203	2.73%	$18.67	$10,924	$858	8.52%
1.74	0.961013	$10.39	$7,638	$203	2.73%	$18.78	$10,988	$922	9.16%
1.75	0.960486	$10.38	$7,631	$196	2.63%	$18.88	$11,047	$981	9.74%

Note: Final Tax Rates may change slightly when finalized with the Dept. Of Revenue. Excess Levy Capacity may change due to rounding.

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ALL FY23 SHIFT OPTIONS

		AVG SINGLE FAMILY VALUE = $735,134				MEDIAN CIP VALUE = $585,100			
SHIFT	RES FACTOR	RES RATE	AVG SF TAX BILL	AVG SF $ CHG	AVG SF % CHG	CIP RATE	MED COM TAX BILL	MED COM $ CHG	MED COM % CHG
1.00	1.0000	$10.81	$7,947	$512	6.88%	10.79	$6,313	-$3,753	-37.28%
1.01	0.9995	$10.80	$7,939	$504	6.78%	10.90	$6,378	-$3,689	-36.64%
1.02	0.9989	$10.80	$7,939	$504	6.78%	11.01	$6,442	-$3,624	-36.00%
1.03	0.9984	$10.79	$7,932	$497	6.69%	11.11	$6,500	-$3,566	-35.42%
1.04	0.9979	$10.79	$7,932	$497	6.69%	11.22	$6,565	-$3,501	-34.78%
1.05	0.9974	$10.78	$7,925	$490	6.59%	11.33	$6,629	-$3,437	-34.14%
1.06	0.9968	$10.78	$7,925	$490	6.59%	11.44	$6,694	-$3,373	-33.50%
1.07	0.9963	$10.77	$7,917	$482	6.49%	11.55	$6,758	-$3,308	-32.87%
1.08	0.9958	$10.76	$7,910	$475	6.39%	11.65	$6,816	-$3,250	-32.28%
1.09	0.9953	$10.76	$7,910	$475	6.39%	11.76	$6,881	-$3,185	-31.64%
1.10	0.9947	$10.75	$7,903	$468	6.29%	11.87	$6,945	-$3,121	-31.01%
1.11	0.9942	$10.75	$7,903	$468	6.29%	11.98	$7,009	-$3,057	-30.37%
1.12	0.9937	$10.74	$7,895	$460	6.19%	12.09	$7,074	-$2,992	-29.73%
1.13	0.9932	$10.74	$7,895	$460	6.19%	12.19	$7,132	-$2,934	-29.15%
1.14	0.9926	$10.73	$7,888	$453	6.09%	12.30	$7,197	-$2,869	-28.51%
1.15	0.9921	$10.72	$7,881	$446	5.99%	12.41	$7,261	-$2,805	-27.87%
1.16	0.9916	$10.72	$7,881	$446	5.99%	12.52	$7,325	-$2,741	-27.23%
1.17	0.9910	$10.71	$7,873	$438	5.89%	12.63	$7,390	-$2,676	-26.59%
1.18	0.9905	$10.71	$7,873	$438	5.89%	12.73	$7,448	-$2,618	-26.01%
1.19	0.9900	$10.70	$7,866	$431	5.80%	12.84	$7,513	-$2,553	-25.37%
1.20	0.9895	$10.70	$7,866	$431	5.80%	12.95	$7,577	-$2,489	-24.73%
1.21	0.9889	$10.69	$7,859	$424	5.70%	13.06	$7,641	-$2,425	-24.09%
1.22	0.9884	$10.68	$7,851	$416	5.60%	13.16	$7,700	-$2,366	-23.51%
1.23	0.9879	$10.68	$7,851	$416	5.60%	13.27	$7,764	-$2,302	-22.87%
1.24	0.9874	$10.67	$7,844	$409	5.50%	13.38	$7,829	-$2,238	-22.23%
1.25	0.9868	$10.67	$7,844	$409	5.50%	13.49	$7,893	-$2,173	-21.59%
1.26	0.9863	$10.66	$7,837	$402	5.40%	13.60	$7,957	-$2,109	-20.95%
1.27	0.9858	$10.66	$7,837	$402	5.40%	13.70	$8,016	-$2,050	-20.37%
1.28	0.9852	$10.65	$7,829	$394	5.30%	13.81	$8,080	-$1,986	-19.73%
1.29	0.9847	$10.64	$7,822	$387	5.20%	13.92	$8,145	-$1,922	-19.09%
1.30	0.9842	$10.64	$7,822	$387	5.20%	14.03	$8,209	-$1,857	-18.45%
1.31	0.9837	$10.63	$7,814	$379	5.10%	14.14	$8,273	-$1,793	-17.81%
1.32	0.9831	$10.63	$7,814	$379	5.10%	14.24	$8,332	-$1,734	-17.23%
1.33	0.9826	$10.62	$7,807	$372	5.01%	14.35	$8,396	-$1,670	-16.59%
1.34	0.9821	$10.62	$7,807	$372	5.01%	14.46	$8,461	-$1,606	-15.95%
1.35	0.9816	$10.61	$7,800	$365	4.91%	14.57	$8,525	-$1,541	-15.31%
1.36	0.9810	$10.60	$7,792	$357	4.81%	14.68	$8,589	-$1,477	-14.67%
1.37	0.9805	$10.60	$7,792	$357	4.81%	14.78	$8,648	-$1,418	-14.09%

		AVG SINGLE FAMILY VALUE = $735,134				MEDIAN CIP VALUE = $585,100			
SHIFT	RES FACTOR	RES RATE	AVG SF TAX BILL	AVG SF $ CHG	AVG SF % CHG	CIP RATE	MED COM TAX BILL	MED COM $ CHG	MED COM % CHG
1.38	0.9800	$10.59	$7,785	$350	4.71%	14.89	$8,712	-$1,354	-13.45%
1.39	0.9795	$10.59	$7,785	$350	4.71%	15.00	$8,777	-$1,290	-12.81%
1.40	0.9789	$10.58	$7,778	$343	4.61%	15.11	$8,841	-$1,225	-12.17%
1.41	0.9784	$10.58	$7,778	$343	4.61%	15.21	$8,899	-$1,167	-11.59%
1.42	0.9779	$10.57	$7,770	$335	4.51%	15.32	$8,964	-$1,102	-10.95%
1.43	0.9773	$10.57	$7,770	$335	4.51%	15.43	$9,028	-$1,038	-10.31%
1.44	0.9768	$10.56	$7,763	$328	4.41%	15.54	$9,092	-$974	-9.67%
1.45	0.9763	$10.55	$7,756	$321	4.31%	15.65	$9,157	-$909	-9.03%
1.46	0.9758	$10.55	$7,756	$321	4.31%	15.75	$9,215	-$851	-8.45%
1.47	0.9752	$10.54	$7,748	$313	4.21%	15.86	$9,280	-$786	-7.81%
1.48	0.9747	$10.54	$7,748	$313	4.21%	15.97	$9,344	-$722	-7.17%
1.49	0.9742	$10.53	$7,741	$306	4.12%	16.08	$9,408	-$658	-6.53%
1.50	0.9737	$10.53	$7,741	$306	4.12%	16.19	$9,473	-$593	-5.89%
1.51	0.9731	$10.52	$7,734	$299	4.02%	16.29	$9,531	-$535	-5.31%
1.52	0.9726	$10.51	$7,726	$291	3.92%	16.40	$9,596	-$471	-4.67%
1.53	0.9721	$10.51	$7,726	$291	3.92%	16.51	$9,660	-$406	-4.03%
1.54	0.9716	$10.50	$7,719	$284	3.82%	16.62	$9,724	-$342	-3.40%
1.55	0.9710	$10.50	$7,719	$284	3.82%	16.73	$9,789	-$277	-2.76%
1.56	0.9705	$10.49	$7,712	$277	3.72%	16.83	$9,847	-$219	-2.17%
1.57	0.9700	$10.49	$7,712	$277	3.72%	16.94	$9,912	-$155	-1.54%
1.58	0.9694	$10.48	$7,704	$269	3.62%	17.05	$9,976	-$90	-0.90%
1.59	0.9689	$10.47	$7,697	$262	3.52%	17.16	$10,040	-$26	-0.26%
1.60	0.9684	$10.47	$7,697	$262	3.52%	17.27	$10,105	$39	0.38%
1.61	0.9679	$10.46	$7,690	$255	3.42%	17.37	$10,163	$97	0.96%
1.62	0.9673	$10.46	$7,690	$255	3.42%	17.48	$10,228	$161	1.60%
1.63	0.9668	$10.45	$7,682	$247	3.32%	17.59	$10,292	$226	2.24%
1.64	0.9663	$10.45	$7,682	$247	3.32%	17.70	$10,356	$290	2.88%
1.65	0.9658	$10.44	$7,675	$240	3.23%	17.80	$10,415	$349	3.46%
1.66	0.9652	$10.43	$7,667	$232	3.13%	17.91	$10,479	$413	4.10%
1.67	0.9647	$10.43	$7,667	$232	3.13%	18.02	$10,544	$477	4.74%
1.68	0.9642	$10.42	$7,660	$225	3.03%	18.13	$10,608	$542	5.38%
1.69	0.9636	$10.42	$7,660	$225	3.03%	18.24	$10,672	$606	6.02%
1.70	0.9631	$10.41	$7,653	$218	2.93%	18.34	$10,731	$665	6.60%
1.71	0.9626	$10.41	$7,653	$218	2.93%	18.45	$10,795	$729	7.24%
1.72	0.9621	$10.40	$7,645	$210	2.83%	18.56	$10,859	$793	7.88%
1.73	0.9615	$10.39	$7,638	$203	2.73%	18.67	$10,924	$858	8.52%
1.74	0.9610	$10.39	$7,638	$203	2.73%	18.78	$10,988	$922	9.16%
1.75	0.9605	$10.38	$7,631	$196	2.63%	18.88	$11,047	$981	9.79%

Note: Final Tax Rates may change slightly when finalized with the Dept. Of Revenue. Excess Levy Capacity may change due to rounding.

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OPEN SPACE DISCOUNT

- There are no parcels in Melrose currently classified as Open Space.

- Open Space is defined in Massachusetts General Law as:

"Land which is not otherwise classified and which in not taxable under the provisions of 61, 61A or 61B, or taxable under a permanent conservation restriction, and land not held for the production of income but is maintained in an open or natural condition, which contributes significantly to the benefit and enjoyment of the public".

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CLASSIFICATION HEARING TERMS

CIP - Commercial, Industrial, and Personal Property Classes

Levy - the revenue a community can raise through real and personal property taxes.

Levy Limit - The maximum amount a community can levy in a given year; equal to last year's levy plus 2.5% plus new growth plus debt exclusion / override if applicable.

Levy Ceiling - Equal to 2.5% of the total full and fair cash value of all taxable real and personal property in the community.

New Growth - Increase in the tax base due to new construction, parcel subdivisions, condo conversions and property renovations, but not due to revaluation. It is calculated by dividing the resulting increased assessed value by $1,000 and multiplying by the prior year's tax rate for the property class.

Override - A permanent increase to a community's levy limit.

Override Capacity - The difference between the levy ceiling and the levy limit. It is the maximum amount by which a community may override its levy limit.

Debt Exclusion - A temporary increase to the levy limit for the payment of a specific debt service item over a specified period of time.

Capital Outlay Expenditure - A temporary exclusion for the purpose of raising funds for capital projects.

Excess Levy Capacity - The difference between the actual levy and the levy limit.

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CITY OF MELROSE

Sarah MacLellan
Chief Assessor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4104
assessor@cityofmelrose.org

To: Honorable City Council
City of Melrose

Date: November 28, 2022

From: Sarah MacLellan, MAA
Chief Assessor

Re: **Council Order # 2023-39; Classification of Property**

There are four local tax policy decisions available during the classification of property and allocation of the tax levy. Under G.L. c. 40, § 56, the City Council is responsible for two of these policy decisions, with approval from the Mayor. The remaining two policy decisions are at the option of the Mayor, with approval from the City Council.

In the presentation materials provided, I have included information relevant only to those decisions before the City Council that require a vote and adoption after the Public Hearing.

Please feel free to contact me with any questions.

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OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

November 15, 2022

Dear Mayor Paul Brodeur,

Congratulations! I am pleased to notify you that the City of Melrose has been awarded a Sustainable Materials Recovery Program grant in the amount of $15,600. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Janine Bishop at Janine.Bishop@mass.gov if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

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Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
Secretary

Martin Suuberg
Commissioner

November 15, 2022

Mayor Paul Brodeur
City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the City of Melrose Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The City of Melrose has earned 12 points and will receive $15,600.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. We are awarding over $4.2 million in SMRP funding to 270 municipalities and regional groups in this round of funding.

Recycling programs play a vital role in limiting our dependence on landfills and incinerators, reducing greenhouse gas emissions and supporting economic activity in the Commonwealth. Recycling Dividend Program (RDP) funds foster investment in local programs including recycling equipment, organics diversion, outreach and education, pilot programs, school recycling, toxics reduction and more. Please refer to the RDP Approved Expenses List for more information. MassDEP has invested in developing nationally recognized tools to assist municipalities with reducing recycling contamination and improving public awareness of smart recycling practices. We encourage you to utilize the Recycling IQ Kit and Recycle Smart MA website and to consult with your MassDEP Municipal Assistance Coordinator for assistance in implementing these best practices.

To accept your grant award, please sign and return the attached RDP Contract via email before January 15, 2023. After we receive your signed RDP contract, funds will be sent to your community. See the enclosed checklist for further instructions related to your RDP grant. Should you have any questions, please email Janine Bishop at Janine.Bishop@mass.gov.

Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Martin Suuberg
Commissioner

cc: Alison Beucler, Environmental Outreach Coordinator

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SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

RECYCLING DIVIDEND PROGRAM CONTRACT ("RDP Contract")
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")
AND THE City of Melrose ("Municipality")

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program ("RDP"). The Municipality has earned a payment of $15,600.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns based on the *2022 Details: Recycling Dividends Program and* number of residents served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and rewards communities with model recycling and waste reduction programs.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

1. Authority: The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.

2. Commonwealth Terms and Conditions: The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality's executed Master Service Agreement.

3. Failure to Comply: If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.

4. Recycling in Practice: The Municipality has established paper, bottle and can recycling in all municipal buildings, offices and meeting spaces, including schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.

5. Notification of Buy Recycled Policy: The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or by-law to all staff, department heads and employees with purchasing authority. This notice should be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator, or Chief Purchasing or Procurement Officer; and should include specific language encouraging the purchase of recycled products as it supports municipal recycling collection programs, recycling markets, and supports closed loop recycling. The Grantee shall submit the annual notification to MassDEP on or before February 15th during the term of the Grant. Failure to submit by this deadline will result in the loss of an RDP point.

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6. RDP Payment Calculation: MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *See Details: Recycling Dividends Program guidance document for additional information on point value.*

RDP Payment Brackets

# of Households that Receive Trash Service Provided by the Municipality	Point Value Basic Level 1-9 pts.	Point Value Advanced Level ≥ 10 pts. or RDP EJ Populations
0 - 1,999	$245	$350
2,000 - 4,999	$420	$600
5,000 - 7,499	$770	$1,100
7,500 - 9,499	$910	$1,300
9,500 - 12,499	$1,260	$1,800
12,500 - 16,999	$2,100	$3,000
17,000 - 24,999	$2,450	$3,500
25,000 - 31,999	$2,800	$4,000
32,000 - 99,999	$4,550	$6,500
100,000 +	$7,000	$10,000

7. Program Criteria: The Municipality, through its RDP application, certifies that all points earned are for programs that were in place between July 1, 2021 and June 30, 2022 and that these programs fully meet the performance standard set forth in the *2022 Details: Recycling Dividends Program guidance document.*

8. Use of Funds: RDP Payments shall be expended on activities and programs listed on the Approved Spending Categories for Recycling Dividends Program and Regional Small Scale Initiative Funds, *to* enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account is recommended. Funds may be carried over to future years and accumulated to fund a larger eligible expense or project. Planned use of funds shall be noted on the Annual RDP Spending Report. However, MassDEP may delay future RDP payments if municipality is not expending funds.

9. Record Keeping: The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits to ensure compliance with this Contract.

10. Reporting: By February 15th of each year, for the duration of the Contract, the Municipality shall submit the annual Recycling and Solid Waste survey and the RDP Spending Report through its ReTRAC Connect™ account. Submission of the Annual Notification of Buy Recycled Policy as described in condition 5. above is also required. Failure to comply with these reporting requirements will result in the loss of one RDP point and may jeopardize future grant awards and RDP payments.

11. Environmental Compliance: The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in compliance with applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

12. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

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13. RDP Payment Calculation:
The Municipality's payment has been calculated as follows:
(NET RDP POINTS EARNED) x (VALUE OF EACH POINT)

a. Bulky Items	0
b. Center for Hard to Recycle Materials	2
c. Curbside Recycling Regulation	0
d. Diversity, Equity, and Inclusion	0
e. Household Hazardous Waste	2
f. Organics	1
g. Recycling Center Access	1
h. ReUse Programs	2
i. Solid Waste Reduction	0
j. Textile Recovery Initiative	1
k. Outreach and Education	1
l. Yard Waste	2
TOTAL RDP POINTS EARNED	12
POINT DEDUCTED DUE TO LATE SUBMISSION	N/A
NET RDP POINTS EARNED	12
VALUE OF EACH POINT	$1,300
RDP PAYMENT AMOUNT	$15,600

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By: _____ _____
John Fischer, Deputy Division Director **Date**
Bureau of Air and Waste
Department of Environmental Protection

City of Melrose
Municipal Official(s) Authorized to sign: **Mayor, Director DPW, Assist DPW Director, Admin Finance**

By: _____ _____ _____
Signature **Title** **Date**

_____
Print Name

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DEPARTMENT OF PUBLIC WORKS
Administration & Engineering–Water–Sewer–Facilities
Park & Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

From: Elena Proakis Ellis, P.E., Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant Auditor
Margot Fleishman, Director of Strategic Initiatives
James Troup, Assistant DPW Director – Administration & Finance
Alison Beucler, Environmental Outreach Coordinator

Date: November 16, 2022

Re: Mass DEP Recycling Dividends Program Grant

As a result of our annual application to the Massachusetts Department of Environmental Protection, the City of Melrose Department of Public Works Solid Waste and Recycling team is proud to report that we have qualified for and received an award of $15,600. Due to the efforts of our current Environmental Outreach Coordinator and her predecessor, this is an increase of $3,900 over last year's award. Congratulations and thank you go to Lisa Scott and especially to Alison Beucler.

As part of the application process, the City of Melrose identifies all of the recycling initiatives that are part of our operation and available to the residents. These practices qualify us for points that are the criteria to determine the amount of the award available to the City. The maximum available is $33,800. Every effort is being made to achieve that goal.

The City achieved points for our efforts toward Organics collection, a Re-Use program (ex. Zero Waste Days), Yard Waste operations, Household Hazardous Waste and CHaRM (Center for Hard to Recycle Materials) events, Outreach and Education efforts, Recycling Center Access (City Yard drop-off), and Textile diversion. Each point was worth $1,300.

This award goes a long way to supplement our operating budget and is 100% dedicated to our recycling effort. The money is used to purchase needed supplies and educational materials, and to fund the services that drive recyclable materials out of the trash stream. The desired goal includes reduced costs on our curbside trash collection, less contamination in our recycling materials, and increased sustainability.

We formally request acceptance of this grant award of $15,600 from the Mass DEP for our Recycling Dividends Program. Funds will be deposited into our Solid Waste and Recycling revolving account that has been set up by the City Auditor. There is no cost or encumbrance required to enter into this agreement and there will be no effect on the FY23 or FY24 Operating Budget.

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Massachusetts Department of Environmental Protection
Bureau of Waste Prevention
Sustainable Materials Recovery Program

Checklist for Recycling Dividends Program Grant Award

This document contains important grant deadlines and requirements

STEP ONE: EXECUTING THE CONTRACT

It is the responsibility of the municipal Recycling Contact to ensure that the RDP Contract is signed by an **individual currently holding one of the Titles** listed on the Authorized Signatory Listing form, which your municipality filed with MassDEP in 2022. If the person(s) listed on the form has changed (for example, a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract and a new Authorized Signatory Listing form **IS NOT REQUIRED**.

Please sign and email the RDP Contract to wilfred.mbah@mass.gov for processing of payment no later than **January 15, 2023 or funds may be forfeited.** Acceptable forms of signature are:

1. Traditional "wet signature" (ink on paper, scan, and email).
2. Electronic signature that is either hand drawn using a mouse or finger if working from a touch screen device; or
3. Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.

STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- However, you are required to keep track of approved expenditures, by expense categories. Please review the list of Approved Spending Categories to determine the appropriate category. Items/activities are listed in the category deemed most appropriate in cases where there is overlap.
- Be prepared to be audited.

STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE

- The municipality is required to report all expenditures from the previous calendar year no later than February 15th.

Contact Wilfred Mbah with any questions.

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: City Council President Christopher Cinella
From: Mayor Paul Brodeur
Re: Appointment of Albert Talarico as ISD Director/Building Commissioner
Date: December 5, 2022

It is my pleasure to submit to the Honorable City Council the appointment of Albert (Al) Talarico to serve as the Director of Inspectional Services and Building Commissioner for the City of Melrose. His appointment is effective December 12, 2022.

Mr. Talarico has 23 years of construction and inspectional service experience. For the past seven years he served as the Building Commissioner for the City of Peabody, where he interpreted and enforced the City Zoning Ordinances and worked collaboratively with ZBA, Planning Board, Conservation Commission, Historical Committee, and the City Council on proposed zoning changes and compliance.

In his last role, Mr. Talarico was instrumental in developing new building permit procedures and implementing an online permitting system, which resulted in reduction in office traffic, more efficient customer service experience, and increased revenue. Under his leadership the City of Peabody Inspections Department processed over 5,200 permits annually and collected over $2.5 million in annual revenue. Continuously looking for ways to improve workflow and processes, he also enacted a receivership program, which provided the City with mechanisms to manage abandoned properties. As a self-described “fan of technology” who believes that “change is inevitable,” in efforts to prepare for the future and transition to paperless operations, he secured a grant to scan and archive all departments plans and files (over 400,000) and make them readily available online.

Mr. Talarico stands out with his emphasis on customer service, clear communication, and building relationships as keys to success. As an immigrant who came to the United Sates from Italy at a young age, Mr. Talarico understand the value of diversity and equity through his own lived experience, which has taught him to approach others with respect, empathy, and an educational mindset. I am eager to see the great work that Mr. Talarico will accomplish for the City of Melrose as our next ISD Director and Building Commissioner, and I respectfully request your approval of his appointment.

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Albert Talarico

Experience

2015-Present **City of Peabody** **Peabody, MA**

Building Commissioner

- Managed Department consisting of eight employees - Office Clerk, ZBA Secretary, Electrical Inspector, Plumbing and Gas Inspector, two local Building Inspectors, Code Enforcement Officer and Weights & Measures Inspector.
- Oversaw, inspected and approved over $150,000,000 of annual construction work throughout the City.
- Processed over 5200 permits yearly and collected over $2,500,000 in annual revenue.
- Prepared and submitted annual operating budget comprising over $600,000.
- Transitioned department from paper-based permitting to fully online cloud-based system (OpenGov).
- Secured a grant totaling $150,000 through the Community Preservation Committee (CPC) to scan and archive the department's 417,000 plans and files.
- Selected by the State Board of Buildings Regulations and Standards as a Committee Member to revise and update the State's Contractor License Exam in 2018.
- Implemented a receivership program allowing the City the necessary tools to deal with or eliminate blighted properties.
- Reviewed and approved building plans.
- Interpreted and enforced the City's Zoning Ordinances.
- Worked closely with the ZBA, Planning Board, Conservation Commission, Historical Committee and the City Council – advising them on proposed zoning changes or compliance, MGL 40A - Massachusetts State's Zoning law, and construction matters.
- Reviewed and approved all Special Permit Applications to the City Council.
- Met daily with attorneys, architects, engineers, developers, business owners and homeowners to advise them on proposed projects.

2004-2015 **City of Revere** **Revere, MA**

Chief Building Inspector

- Enforce all provisions of the Massachusetts State Building Code (780 CMR), Architectural Access Board (521 CMR) and City of Revere Zoning Ordinances
- Reviewing, maintaining, and approval of building permits
- Inspection of construction, alterations, reconstruction, repairs, and demolition of any building or structure in the City of Revere
- Supervised and trained new employees
- Developed system to track complaints and resolutions regarding illegal apartments
- Created and implemented all new permitting forms for the Building Department

2003-Present **A. Talarico Remodeling and Construction** **Revere, MA**

Owner/Manager

- Founded and managed successful remodeling and construction business catering mainly to residential clients
- Oversee construction projects, including additions, roofing, framing, flooring, decks, siding and finish work
- Maintain bookkeeping, payroll, insurance and budget
- Retain and supervise subcontractors, hire, train and manage employees, including monitoring and evaluating performance
- Balance work schedule between existing jobs and engaging prospective clients, ensure job completion in a timely manner and within budget
- Generate cost estimates and negotiate sales contracts

2002-2003 **Encompass Construction** **Revere, MA**

Construction Laborer

- Built large and small additions and decks, renovated interior and exterior of homes and apartments
- Poured concrete foundations and footings
- Installed replacement windows, flooring and vinyl and clapboard siding

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2001-2002 **Global Construction** **Quincy, MA**

Masonry Labor Supervisor

- Supervised a team of six masonry laborers
- Arranged work area for mason, including erecting staging and preparing concrete and cement
- Poured footings and foundations, as well as pointed brick veneer

2001-2003 **DeWolfe Realty** **Somerville, MA**

Part Time Sales Agent

- Marketed the sale of residential property, including conducting open house sales events, listing property on MLS and in newspapers
- Created sales and marketing materials and prepared market analysis of homes for potential sellers
- Negotiated sales between buyers and sellers, advised clients, drafted Purchase and Sale Agreements, scheduled home inspections and closing dates
- Acted as liaison between clients and mortgage companies, home inspectors, attorneys and other real estate brokers

1996-2001 **Tufts Health Plans** **Watertown, MA**

Business Analyst

- Developed strategies to streamline daily business requirements for operations department
- Produced reports to provide management with critical decision making information
- Created custom software reporting programs and queries to reduce errors and increase productivity and production
- Conducted monthly and quarterly bad-debt analysis for Operations Department
- Trained staff on software systems and developed curriculum for such training
- Promoted rapidly from *Billing Customer Service* to *Senior Billing Coordinator* to *Business Analyst*

Education & Licenses

- Suffolk University - Business Administration
- Cambridge Rindge & Latin High School – Electrical Major
- Tufts Health Plans Certified Technology Classes - Access, Automating Tables & Queries, Advanced Forms & Reports; MS Excel, Visual Basic for Application and Visual Basic 6.0
- Clark University, CCI - Certification in PC Service and Support: DOS, Microsoft Windows Platforms, Introduction to PC Hardware, Hardware Assembly & Installation, Diagnostic Utilities and PC Troubleshooting, Introduction to Networking, Fundamentals of Network Administration, Advanced Networking, Troubleshooting Applications
- Licensed Real Estate Salesperson - Commonwealth of MA
- Licensed Contractor - Commonwealth of MA
- Certified Building Local Inspector - Commonwealth of MA 2004
- Certified Building Official - Commonwealth of MA 2014

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Albert Talarico

October 25, 2022

Polina Latta
Director – Human Resources
City Hall
526 Main Street,
Melrose, Ma 02176

Dear Polina,

I am interested in the Director of Inspectional Services, Building Commissioner, Zoning Compliance Officer position advertised on the MBCIA website. My resume is enclosed for your review. Given my related experience and excellent capabilities, I would greatly appreciate your consideration for this job opening. I believe my skills are an ideal match for this position.

My Qualifications:

- 23 years of construction and inspectional service experience.
- Strong management skills.
- Instrumental in developing new building procedures.
- Implemented an online permitting system.
- Converted paper documents to PDFs through a scanning project.
- Enacted receivership program.
- Extensive experience with software and Microsoft products.
- Massachusetts Certified Local Inspector (2004).
- Massachusetts Certified Building Official (CBO 2014).
- Massachusetts Licensed Contractor.
- Certification in PC Service and Support from Clark University ICC.
- Excellent interpersonal and communication skills.

I appreciate you taking the time to review my credentials and experience. I look forward to hearing from you.

Sincerely,

Albert Talarico

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MELROSE & WAKEFIELD HEALTH AND HUMAN SERVICES PROPOSAL FOR INCLUSION OF THE TOWN OF STONEHAM

Regionalization Efforts to Form Comprehensive Health Districts

OVERVIEW

The purpose of this proposal is to outline a potential partnership opportunity between the City of Melrose, the Town of Wakefield, and the Town of Stoneham. Under the Massachusetts General Laws Chapter 111 Sections 27A and 27B, cities and towns are authorized to share health agents and to form comprehensive health districts. Melrose and Wakefield have been able to successfully utilize a regional approach to public health by coordinating efforts and pooling resources. The three municipalities under consideration for a partnership share similar demographics and some overlapping community health concerns. The opportunity to expand our regional health and human services department to serve the three municipalities would address several public health goals and potentially be the driver of improved community health. The proposed arrangement would be a cost-saving measure for each municipality without sacrificing services. The expanded workforce capacity would help address environmental health and community health and wellness.

The Objective

- Need #1: The opioid epidemic and mental health crisis remain a top priority as the country adjusts to the endemic stage of the COVID-19 pandemic; new funding sources as well as existing programs and infrastructure can be shared to better provide resources to vulnerable populations (ex. schools, seniors).
- Need #2: Health indicators from the Community Health Needs Assessment show that all three communities share common areas of need, providing an opportunity to work collaboratively and address them efficiently.
- Need #3: The Public Health Excellence Grant supports the efforts of regionalization and sharing of resources, falling in line with Massachusetts goals for public health under Governor Baker.

The Opportunity

- Goal #1: We will be able to maximize grant funds such as the Opioid Abatement funds, Shared Services Grant via MA Public Health Excellence, and Drug Free Communities grant to expand existing programs (ex. Stoneham Coalition for a Safe & Healthy Community, Wakefield Unified Prevention Coalition, Melrose Health and Wellness Coalition) by coordinating amongst the three communities and potentially increase training for public safety departments around harm reduction and prevention.

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- Goal #2: Adverse health conditions and social determinants of health experienced by our three communities at a rate more than 5% higher than the Massachusetts average overlap quite significantly. Coordinated education and prevention efforts that address community health factors can have a profound positive impact on overall health of the communities, in addition to our relationship with Tufts Medicine (MelroseWakefield).
- Goal #3: The objective of the Public Health Excellence Grant is to help local health jurisdictions address minimum statutory requirements including inspections, nursing, and data analysis capacity. The State intends to accomplish this by encouraging regionalization and resource sharing. By working with the State, we will be in line for grants in the future, some of which require a larger population served.

The Solution

- Recommendation #1: Establish one regional Melrose, Wakefield, and Stoneham Health and Human Services Department.
- Recommendation #2: Establish one regional Board of Health to account for the needs of all three communities while also streamlining the process.
- Recommendation #3: Establish a leadership team with the Town Administrators, Mayor, Director of Health and Human Services, and Public Safety Directors.

OUR PROPOSAL

Melrose and Wakefield Health and Human Services has a well-established structure and vision for how local public health can positively impact residents of the community. We are an extension of the Massachusetts Department of Public Health, allowing us to address specific issues with more targeted interventions. We are proposing a regional health and human services department to address common areas of need.

Rationale

- Demographic similarities: Compared to the state of Massachusetts as a whole, all three municipalities are predominantly White residents, a smaller foreign-born population, relatively high large percentage of residents with bachelor's degrees, higher median income, and lower unemployment rates.
- Shared health conditions and social determinants of health: Compared to the state of Massachusetts as a whole, all three municipalities have a higher rate of cancer mortality and higher rate of underutilized social services. Other health conditions shared between two communities include higher rates of chronic disease, substance use, and adverse maternal and child health outcomes.

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- Shared top 3 causes of death: All three municipalities have the same top 3 causes of death (dementia, lung cancer, and chronic ischemic heart disease).
- Cost-effectiveness and cost-sharing: Each municipality would have access to shared resources, prevent duplication, and staff development funding.

Execution Strategy

To make the transition from two separate public health entities to a regional health and human services department, multiple steps will be necessary to ensure success for each municipality. The experience of having worked closely with City Council and Town Council in Melrose and Wakefield respectively, as well as the two Boards of Health would translate well in this merging of departments and expansion of service coverage.

Technical/Project Approach

The first step in the process would be to perform a needs assessment of the Town of Stoneham as well as the current iteration of the Stoneham Health Department. We would first assess the permits issued by the Town, including food, animals, pools, camps, tobacco, body art, bodywork, temporary food, lodgings, mobile food, septic, wells, and farmers markets. Our next step would be to evaluate the current personnel and appropriate FTEs to gauge if the current resources can fulfill the minimum statutory requirements. Based on the results, we would make a recommendation of potential changes required to move towards meeting our goal.

Instituting a complaint tracking system is paramount to tracking progress and promoting accountability. By establishing a strategic plan and metrics for success, we will be able to determine where the areas of improvement are and how to address them. Program evaluation is a large part of the regional health department philosophy.

Resource mapping and community relationship building are two key areas of interest. Building strong relationships with community groups and organizations that provide services is key to collaboration and potential efforts in pursuing funding opportunities. Resource mapping allows the community to leverage existing resources within the Town as well as surrounding areas.

A detailed analysis of the MelroseWakefield Community Health Needs Assessment as well as the Youth Risk Behavior Survey results will provide us with a starting point for addressing community health concerns.

Resources

Key resources will include Town leadership, including the Town Administrator, Police Chief, Fire Chief, Emergency Management Director, Stoneham Board of Health, and School Administration. Buy-in from Town leadership, schools, and public safety sectors would facilitate a successful transition to a regional approach. The current regional health and human services model works well due in part to the close working relationship we have with the public safety departments in each municipality, as much of the work that we perform is most successful from

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a cross-disciplinary approach. Existing personnel and allotted budget are also important resources.

CONCLUSION

From previous experience, the three levels of successful local public health consist of uniform policymaking, education/outreach, and enforcement. The local Boards of Health are crucial in evidence-based policymaking and fair enforcement. Education is dual-pronged; the Boards of Health and the public require tailored approaches to conveying information, which will ultimately affect the final outcomes.

Overall, an opportunity to regionalize public health efforts at the local level is a chance to share resources more effectively, improve quality of service, and streamline processes. We anticipate long term benefits from a partnership between three communities that share similar challenges. With our combined resources and existing programs, we can expand our scope and reach in the community.

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Dear Honorable City Council:

The Health and Human Services Department is requesting an amendment to the approved Order 2023-32. The requested change will allow the Mayor to enter into the approved agreement.

The Health and Human Services Department is requesting City Council vote to authorize the Mayor to enter into the proposed intermunicipal agreement with Stoneham and Wakefield to share the services and costs of a common Health and Human Services Department. This agreement will expand the one currently in place with Wakefield wherein Melrose shares resources and personnel to coordinate services between the communities. Per the Law Department, pursuant to M.G.L. c. 40, §4A the Mayor cannot enter into these types of agreements before receiving authorization to do so from City Council. A copy of the attached draft agreement, has been included for your review and consideration.

Health and Human Services Director, Public Health Nurse, and Senior Environmental Health Specialist would be shared between the three municipalities and manage dedicated resources in each department.

Our formalized partnership would put us in position to apply for large scale State and Federal grants, expanding our ability to tackle community issues surrounding health and wellness, substance use prevention, and environmental health.

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CITY OF MELROSE

HEALTH DEPARTMENT

Board of Health
Frank Brincheiro, MD
Lillian Kelly, R.N.
Carol Ann Licitra, L.M.H.C.

Health Director
Anthony Chui, MPH

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781)979-4130
health@cityofmelrose.org

Dear Honorable City Council:

The Health and Human Services Department is requesting an amendment to the approved Order 2023-32. The requested change will allow the Mayor to enter into the approved agreement.

The Health and Human Services Department is requesting City Council vote to authorize the Mayor to enter into the proposed intermunicipal agreement with Stoneham and Wakefield to share the services and costs of a common Health and Human Services Department. This agreement will expand the one currently in place with Wakefield wherein Melrose shares resources and personnel to coordinate services between the communities. Per the Law Department, pursuant to M.G.L. c. 40, §4A the Mayor cannot enter into these types of agreements before receiving authorization to do so from City Council. A copy of the attached draft agreement, has been included for your review and consideration.

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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

Renewal Application
Private Livery/Limousine Check List

_____ Completed Application (PRINT or TYPE Clearly). The application must have a "wet" signature
_____ Contact the Office of Fire Prevention for inspection and obtain approval
_____ Obtain approval of good standing from the Treasurer/Collectors Office
_____ Copy of Current Registration
_____ Completed State Tax ID Form
_____ Completed Worker's Compensation Affidavit (please include a copy of the Declaration page)
Renewal Fee: $ 75.00, per vehicle make checks payable to City of Melrose

Return no later than April 1, 2023

In accordance with City of Melrose Charter Code Ch. 152 §6, a report of each license renewed under this section shall be made by the City Clerk to the City Council at the regular meeting of the Council next following the granting of such renewal.

Review the current business listing we have on file. Any changes can be made in the updated listing column. By signing below, you are requesting to be granted a renewal of your existing **Private Livery/Limousine License**. In addition, you swear and affirm that the contents of the document are truthful and accurate to the best your knowledge and belief.

	Current listing	Updated listing
Business Name (If applicable)	Limo Connect	
Applicant Name	SAID TAZGUI	
Business Address	70 East Wyoming Ave #1	
Mailing Address	70 East Wyoming Ave #1 Melrose, MA, 02176	
Name of Manager	SAID TAZGUI	
Location cars will be garaged	Same address	
Telephone Number of Owner	6173350460 mssika16@Hotmail.com	
Email Address of Owner (required)		
24 hour Emergency Contact info	SAID TAZGUI 6173350460	

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Fax - (781) 979-4149

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Business

Applicant Information SAID TAZGUI **Please Print Legibly**

Business/Organization Name: Limo Connect

Address: 70 East Wyoming Ave # 1

City/State/Zip: Melrose, MA, 02176 Phone # 617 335 0460

Are you an employer? Check the appropriate box:

1. I am a employer with ____ employees (full and/or part-time).*
2. I am a sole proprietor or partnership and have no employees working for me in any capacity. (No workers' comp. insurance required)
3. We are a corporation and its officers have exercised their right of exemption per c. 152, § 1(4), and we have no employees. (No workers' comp. insurance required)**
4. We are a non-profit organization, staffed by volunteers, with no employees. (No workers' comp. insurance req.)

Business Type (required):

5. Retail
6. Restaurant/Bar/Eating Establishment
7. Office and/or Sales (incl. real estate, auto, etc.)
8. Non-profit
9. Entertainment
10. Manufacturing
11. Health Care
12. Other_____

Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

** If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: PROGRESSIVE

Insurer's Address: 70 East Wyoming Ave # 1

City/State/Zip: Melrose, MA, 02176

Policy # or Self-ins. Lic. # 007030457 Expiration Date: 10-21-2023

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expirations date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,5000.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP Work Order and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Said Date: 11-10-2022

Phone #: 617 335 0460

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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

FIRE DEPARTMENT

REPORT OF INVESTIGATION – RELATIVE TO RENEWAL FOR

Renewal Class: **Private Livery Car Service - 1 car**

License ID# 2020-68

License Fee: **$75**

Business Name: Limo Connect

Located at: 70 East Wyoming Ave #1 Melrose 02176

Expiration date: **April 30, 2024**

Approval: Capt J Gibson **Date:** 11/10/22

Melrose Fire Department Captain J. Gibson (781-665-0500)

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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

POLICE DEPARTMENT

REPORT OF INVESTIGATION – RELATIVE TO RENEWAL FOR

Renewal Class:

License ID# 2020-68 (Inactive)

License Fee: **$75**

Business Name: Limo connect

Located at: 70 East Wyoming Ave #1 Melrose, MA, 02176

Expiration date: **April 30, 2024**

Name/DOB Proprietor 1: **DOB:** 10-18-1969

Name/DOB Proprietor 2:

Approval: [signature] **Date:** 11/10/2022

MA Reg - LV 85958 OLD

ma Reg LV A4167 NEW

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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

SEALER OF WEIGHTS AND MEASURERS

REPORT OF INVESTIGATION – RELATIVE TO RENEWAL FOR

Renewal Class: **APR**

License ID# 2020-68

License Fee: **$75**

Business Name: Limo Connect

Located at: 70 East Wyoming Ave #1 Melrose, 02176

Expiration date:

Approval: _____ **Date:** 11/15/22

Melrose Building Department (781-979-4135)

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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

TAX CERTIFICATION FORM
(Do Not Leave Anything Blank)
License Year: May 1, 2022 – April 30, 2023

Licensee Name: Limo Connect

Physical Address: 70 East Wyoming Ave 1 Melrose

Mailing Address: 70 East Wyoming Ave # 1

City, State, Zip: Melrose, MA, 02176

Manager/Business Owner: SAID TAZGUI

By signing below, I hereby certify under the penalties of perjury that I have, to the best of my knowledge and belief, filed all state tax returns, paid all state taxes, paid all local taxes, paid all water, sewer and solid waste disposal bills, paid all tax titles, paid all utilities, and paid all motor vehicle excise taxes to the City of Melrose required by law.

Signature of Applicant or
Corporate Name*

By: Corporate Office
(Mandatory, if applicable)

84-4261638

Social Security # (voluntary) or
Federal Identification Number**

**This license will not be used or renewed unless this certification clause is signed by the applicant.*

***Your Social Security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. Licensees failing to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.*

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REGISTRY OF MOTOR VEHICLES

CERTIFICATE OF REGISTRATION

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

EXTERNAL CODE	REGISTRATION TYPE	PLATE NUMBER	EFFECTIVE DATE	TITLE NUMBER	EXPIRES ON	
LVN	Livery Normal	LVA4167	21-Oct-2022		EXPIRES ON	31-Jul-2024

MODEL YEAR	MAKE	MODEL	MODEL NUMBER	BODY STYLE	COLOR	VEHICLE IDENTIFICATION NUMBER
2021	CHEV	SUBURBAN		SUV	BLACK	1GNSKCKD7MR173124

RESIDENTIAL ADDRESS (IF DIFFERENT THAN MAILING)

TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER

GARAGE ADDRESS

70 E WYOMING AVE MELROSE MA 02176-4715

US DOT NUMBER FOR COMMERCIAL VEHICLE

NAME(S) OF OWNER(S) AND MAILING ADDRESS

SAID TAZGUI
70 E WYOMING AVE
MELROSE MA 02176-4715

INSURANCE COMPANY

PROGRESSIVE CASUALTY INSURANCE COMPANY

MAXIMUM SEATING CAPACITY FOR VEHICLES FOR HIRE

7

LESSEE/IN CUSTODY OF

Colleen J. Ogilvie Registrar of Motor Vehicles

SPECIAL MESSAGE

If this vehicle is newly acquired, it must be inspected within 7 days of registration.

CHANGE OF ADDRESS ☐ RESIDENTIAL ☐ MAILING ☐ GARAGE

Important information for vehicle owners

- Certificate of Registration: Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and/or trailer, in the vehicle, in some easily accessible place. The records of the RMV constitute the official status of the vehicle registration.
- Change of Address: By law, you must report any change of address to the RMV within 30 days. Visit mass.gov/rmv to change your address. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- No Insurance Card Required: Massachusetts law does not require an insurance card. M.G.L. Chapter 90, Section 34, and Chapter 175, Section 113A, requires the vehicle's owner to maintain a compulsory motor vehicle liability insurance policy or bond for bodily injury coverage and property damage insurance. The insurer is required by law to electronically notify the Registry of Motor Vehicles if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- Transferring Your Plates: Massachusetts General Law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration Section on the RMV's website at mass.gov/rmv for more information.
- Cancel the registration plates if:
  - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle.
  - You move to another state and you register the vehicle in that state.
  - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.

Skip the Line, Go Online! Visit Mass.Gov/RMV for list of available transactions.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (M 10/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CARL MANSOUR
MANSOUR INSURANC10 380 PLEASANT ST, STE 11 MALDEN MA 02148	PHONE (A/C, No, Ext): 978-278-5339 FAX (A/C, No): 978-587-3706 E-MAIL ADDRESS: MANSOURINSURANCE@GMAIL.COM
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : PROGRESSIVE INSURANCE
INSURED LIMO CONNECT INC/ SAID TAZGUI 70 E WYOMING AVE #1 MELROSE MA 02176	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 10000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS	X		00703045	10/20/2022	10/20/2023	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2021 CHEVROLET SUBRBAN C1500- VIN # 1GNSKCKD7MR173124
COLLISION DEDUCTIBLE: $1000
COMP DEDUCTIBLE: $1000

CERTIFICATE HOLDER

CITY

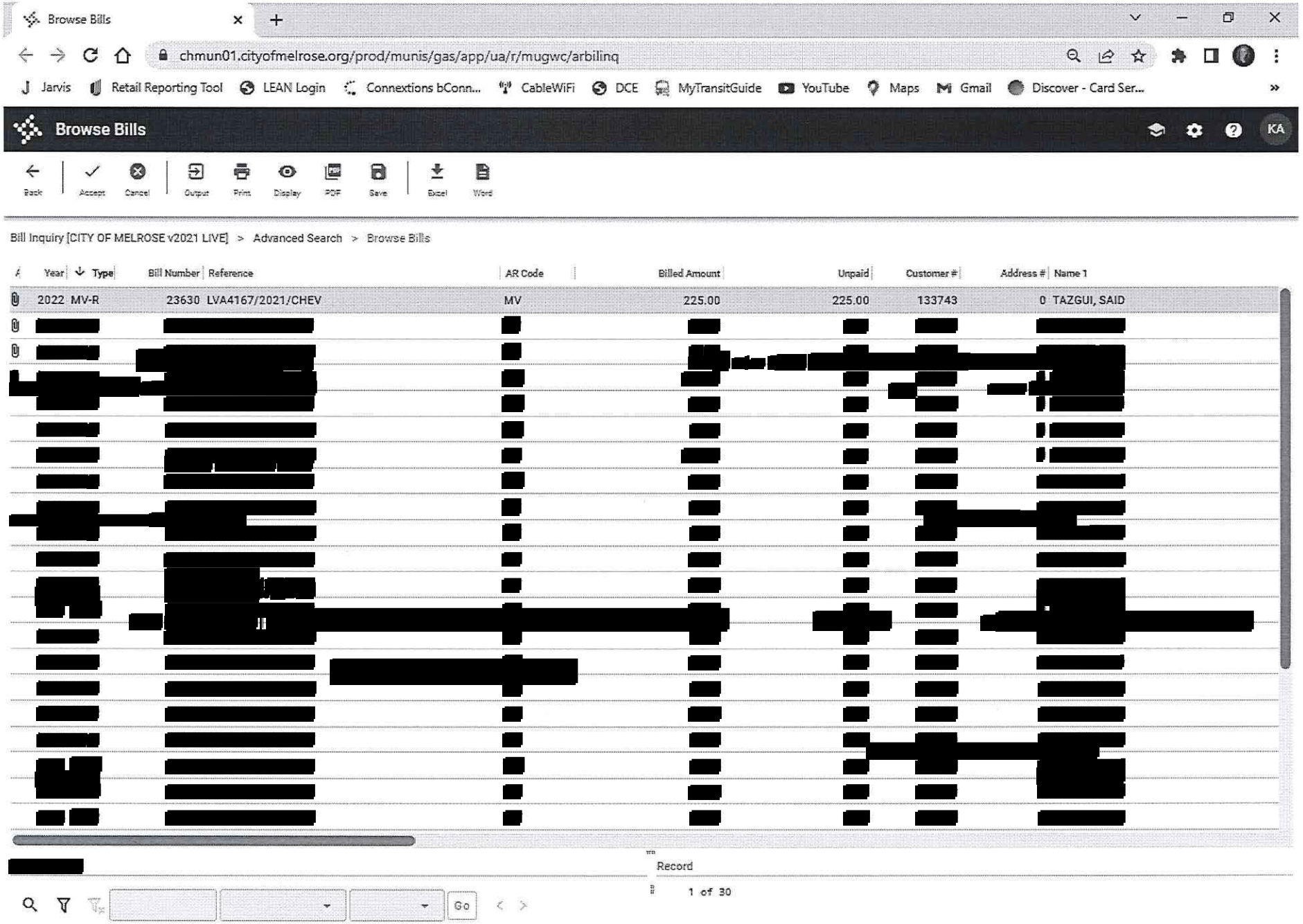
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

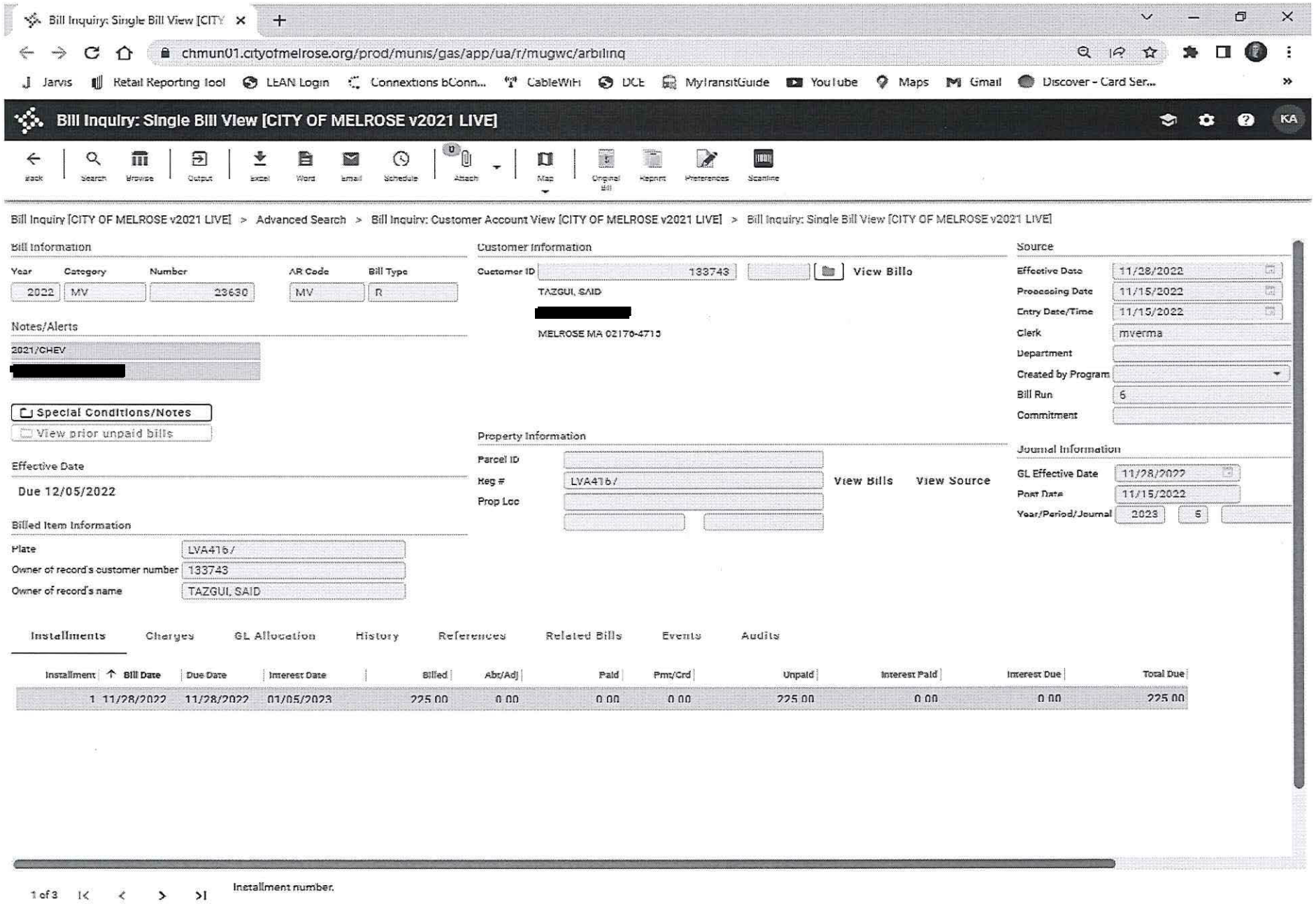
AUTHORIZED REPRESENTATIVE
CARL MANSOUR

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nationalgrid

October 14, 2022

City of Melrose

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID covering the installation of underground facilities.

If you have any questions regarding this permit please contact:

If this petition meets with your approval, please return an executed copy to:

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845
Phone 978-725-1392.

Very truly yours,

Bob Coulter
Supervisor, Distribution Design

Enclosures

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Questions contact – Abdel Nabat 781-338-2819

Petition of the Massachusetts Electric Company d/b/a National Grid
Of NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

To City Council of Melrose, Massachusetts

Respectfully represents the Massachusetts Electric Company d/b/a National Grid of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked: Lebanon St - Melrose - Massachusetts.

The following are the streets and highways referred to:

Plan #30668880 Lebanon St - National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole # 1218 on Forest St to an approved Meter Cabinet, for underground Service.

Location approximately as shown on plan attached

Massachusetts Electric Company d/b/a
NATIONAL GRID Bob Coulter
BY _____
Engineering Department

Dated: October 14, 2022

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a National Grid be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 14th day of October, 2022.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Lebanon St - Melrose - Massachusetts. Plan # 30668880.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Lebanon St - National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole # 1218 on Forest St to an approved Meter Cabinet, for underground Service.

I hereby certify that the foregoing order was adopted at a meeting of the .....
.....
....., held on the ..... day of ....., 20 .....

....., ..., 20 .....

Received and entered in the records of location orders of the City/Town of
Book ..... Page .....

Attest:
.....

..... hereby certify that on .....20....., at ..... o'clock, ...M at ....., a public hearing was held on the petition of Massachusetts Electric Company d/b/a National Grid for permission to construct the underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to construct the underground electric conduits under said order. And that thereupon said order was duly adopted.

.....

.....

.....

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a National Grid be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 14th day of October, 2022.

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.....
....., held on the ..... day of ....., 20 .....

....., ..., 20 .....

Received and entered in the records of location orders of the City/Town of
Book ..... Page .....

Attest:
.....

..... hereby certify that on .....20....., at ..... o'clock, ...M at ....., a public hearing was held on the petition of Massachusetts Electric Company d/b/a National Grid for permission to construct the underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to construct the underground electric conduits under said order. And that thereupon said order was duly adopted.

.....

.....

.....

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

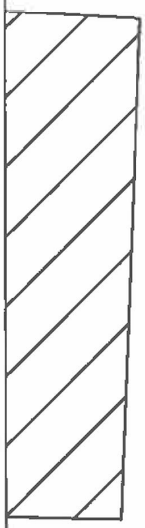
Abutter's List – WR# 30475605

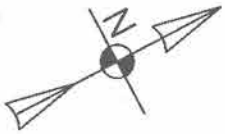
	Address	Owner's Info	Parcel ID#
1)	103 LEBANON ST.	PESCE,JOSEPH R DIANE M PESCE 103 LEBANON ST. MELROSE, MA 02176	E3 0 2B

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Exhibit A – Not to Scale

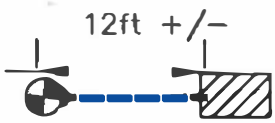
The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.





103 Lebanon St

Sidewalk



P.1218 (EXISTING N–GRID POLE)

(METER CABINET)

(EXISTING TRAFFIC SIGNAL POLE)

Forest Street

WR #: 30668880

UNDERGROUND PETITION

Riser Pole (Existing) | PROPOSED CONDUIT 2-4"

nationalgrid

Scope

- NGRID is Petitioning to Install (1) 2" Conduits 12' +/- From Pole# 1218 on Forest St to an Approved Meter Cabinet, for Underground Service.

DISTANCES ARE APPROXIMATE

Date: 10-14-2022

WORK REQUEST: 30668880

To The: City Of Melrose

For Proposed: Install 2 - 4" PVC Conduit Location: 103 Lebanon St

Drawn By: Abdelwahed Nabat

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

LEGAL NOTICE OF PUBLIC HEARING
CITY OF MELROSE
Monday, December 5, 2022, at 8:00PM
City Council Chamber
City Hall 562 Main St., Melrose

PET-2023-2: Petition of Massachusetts Electric Company d/b/a National Grid requesting permission to excavate, run and maintain underground electric conduits in accordance with the plan #30668880. National Grid to install beginning approximately 110 ft northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Installation of (1) 2' conduit 12' +/- from pole #1218 on Forest St to an approved meter cabinet, for underground service.

Kristin Foote
City Clerk

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE CITY CLERK

KRISTIN FOOTE
CITY CLERK

City Hall, 562 Main Stree
Melrose, Massachusetts 0217
Telephone - (781) 979-411
Fax - (781) 665-687

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

VIA CERTIFIED MAIL

You are hereby notified that the City Council will hold a Public Hearing on

Monday, December 5, 2022, at 8:00 PM
City Council Chambers
City Hall 562 Main Street, Melrose, Ma

You are hereby invited to be present at the hearing regarding **PET-2023-2: Petition of Massachusetts Electric Company d/b/a National Grid** requesting permission to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways and permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked:

Lebanon St –
National Grid to install beginning at a point approximately 110 feet northeast of the centerline of the intersection of Lebanon St and Forest St and continuing approximately 12 feet in a northeast direction. Install (1) 2' Conduits 12' +/- from Pole# 1218 on Forest St to an approved Meter Cabinet, for underground service.
Plan #30668880

After reviewing the plans, this installation does not look like something that would benefit the IT Dept. If this were a longer stretch of conduit and in the road, it may be worth putting in a shadow conduit.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Vonnie Reis, P.E.
City Engineer

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: VReis@cityofmelrose.org

November 18, 2022

To: City Council
Fr: Vonnie Reis, City Engineer

Re: NGRID request for GOL at Forest St.

NGRID Electric filed a petition for a grant of location to install an underground electrical conduit for the new gas regulator pit recently installed at the corner of Lebanon St. and Forest St. Approximately twelve (12) feet of electrical conduit will be installed between an existing utility pole (NGRID #1218) and a meter cabinet, in accordance with a request and plan dated October 14, 2022. I recommend approval with the following conditions noted:

- NGRID shall call Dig Safe and the City's Water and Sewer Department at least 72 hours prior to conducting the work for markout.
- NGRID is responsible for any required police details.
- NGRID shall notify immediate property owners of the start date of the work at least 48 hours in advance. If access to driveways will be restricted, NGRID crews must coordinate with property owners to move vehicles in advance of work.
- The new conduit will be installed under the grass strip adjacent to the sidewalk. Any damage to the sidewalk or curbing shall be repaired in accordance with City of Melrose Construction Standards. If necessary, NGRID crews shall return in the spring of 2023 to reseed the grass strip.
- Any damage to private property shall be promptly repaired by NGRID.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

PAUL
BRODEUR
Mayor

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Beebe Estate Board of Trustees Appointment
Date: December 13, 2022

I respectfully request the Honorable City Council confirm the following Beebe Estate Board of Trustee appointment:

- Sarah Besegai, 52 Stratford Road, to a two-year term, said term to expire on the last day of February 2025.

Ms. Besegai has a proven track record of project management and marketing experience, which includes collections and museum planning and management, community arts and education—all of which are complimentary to the Beebe Estate Board of Trustees' responsibility for managing the historic Beebe Estate.

Some of the highlights from Ms. Besegai's candidacy include overseeing the budgets in her former role William's-Mystic Maritime Studies Program in her capacity as Assistant Director of Administration and Finance as well as in her role most recent role at Lesley University; producing special events such as artists' talks, discussion panels, and film screenings; and successful grant writing in her role at the Griffin Museum of Photography.

Thank you for your consideration.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Sarah Besegai

52 Stratford Road
Melrose MA 02176
[redacted]

November 30, 2022

Dear Melrose City Hall Volunteer Manager,

I am interested in serving the City and our community as a Board of Trustees member for the Beebe Estate. My professional skills and interests are very much aligned with the goals and focus of the Beebe Estate and of this volunteer position.

I have experience in project management, collections management, museum planning and architecture, community arts, and education. My administrative experience and marketing experience will also prove useful in serving as a custodian to this important landmark and cultural center.

Communication and resourcefulness are some of my key strengths. I get along well with others and thrive on finding resolutions to problems. I am confident that these qualities together with my commitment to the work will be an asset to the Beebe Estate.

My enclosed resume will provide you with more details regarding my qualifications and experience. I know that I can bring much benefit with my experience, educational qualifications and skills and I look forward to putting these towards a good cause. Please contact me by phone or email if you have any questions. I look forward to hearing from you and thank you for your time.

Sincerely,

Sarah Besegai

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52 Stratford Road, Melrose, MA 02176 • [redacted]

Sarah Besegai

Experience

2007-2015 **LESLEY UNIVERSITY** **CAMBRIDGE, MA**
Program Manager for Graduate School of Education
- Provided a high-level administrational and operational support for the Teaching, Learning and Leadership department, including: scheduling, staffing, reporting, and communications
- Maintained and monitored division budgets; created appropriate reports; processed payments; collected data for preparation of revenue, expense projections, and annual reports

Fall 2009 **GRIFFIN MUSEUM OF PHOTOGRAPHY** **WINCHESTER, MA**
Special Projects Coordinator, Internship
- Successful grant writing ($10,000) for the collaborative community project, *Photosynthesis*
- Assisted with the day to day operations, including: ticket, membership, and memorabilia sales; installing shows; shipping and storage of shows
- Produced special events, including: artists' talks, discussion panels, and film screenings

2003-2007 **VERNER JOHNSON: MUSEUM ARCHITECTS AND PLANNERS** **BOSTON, MA**
Museum Planner
- Worked directly with clients to assess needs, evaluate options, and make recommendations for future growth, including: comprehensive master planning; collection storage planning; facility and space planning; market feasibility studies
- Assisted with interviews, surveys, workshops, original research, and writing
- Wrote and produced materials, including: interview summaries, workbooks, and reports
- Responsible for writing, design, and production of all submittals of qualification and promotional materials

1998-2003 **WILLIAMS-MYSTIC MARITIME STUDIES PROGRAM** **MYSTIC, CT**
Assistant Director of Administration and Finance
- Performed fundamental program management, including: overseeing schedules, itineraries, calendars, communications, accreditations, and annual reports; planning special events; managing facilities; coordinating student registration, orientation, and graduation
- Oversaw program budget, including: setting and meeting annual budget of $600,000; preparing cost forecasts; reviewing and administering student financial aid; collecting student tuition
- Proudly served as a liaison between the college and museum community

1998-1999 **WILLIAMS-MYSTIC MARITIME STUDIES PROGRAM** **MYSTIC, CT**
Assistant Director of Admissions and Recruitment
- Designed, produced, and distributed all recruitment materials
- Presented at more than 35 informational meetings at colleges and universities across the United States
- Fostered positive community relations with college professors, administrators, and students
- Chaired the admissions committee; lead discussions; evaluated applications; established and maintained a recruitment database

1997-1998 **HISTORIC NEW ENGLAND** **BOSTON, MA**
Museum Cataloguer
- Catalogued an extensive collection of American art and artifacts for the Marsh-Billings-Rockefeller National Historic Park in Woodstock, VT
- Completed major inventory, including: researching, documenting, cleaning, repairing, labeling, storing, and exhibiting objects
- Participated in collections management training provided by both Historic New England and The National Park Service

Education

LESLEY UNIVERSITY **CAMBRIDGE, MA**
Master of Education: Arts, Community, and Education

MOUNT HOLYOKE COLLEGE **SOUTH HADLEY, MA**
Bachelor of Arts in American Studies with Concentration in Art History; Minor in English

Interests and Activities

I am a project manager, administrator, planner, organizer, teacher, and learner.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME:(and d/b/a): MELROSE, City of	**COMMONWEALTH DEPARTMENT NAME:** Massachusetts Emergency Management Agency (MEMA)
Legal Address: (W-9, W-4): 562 MAIN STREET MELROSE MA 02176-3142	**Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702**
Contract Manager: Allan Alpert Phone: 617-838-2121	**Billing Address (if different): same**
E-Mail: aalpert@cityofmelrose.org	**Contract Manager: Barbara Stachelek** Phone: 508-820-1407
Contractor Vendor Code: VC6000192116	**E-Mail: EM.Grants@mass.gov** Phone:
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)	**MMARS Doc ID(s): FY23EMPG2200000MELRO**
	RFR/Procurement or Other ID Number: FFY2022EMPG

X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- **Statewide Contract** (OSD or an OSD-designated Department)
- **Collective Purchase** (Attach OSD approval, scope, budget)
- X **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- **Emergency Contract** (Attach justification for emergency, scope, budget)
- **Contract Employee** (Attach Employment Status Form, scope, budget)
- **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior* to** Amendment: _____.

Enter **Amendment Amount**: _____.

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
- **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- **Contract Employee** (Attach any updates to scope or budget)
- **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$ 6,500.00**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); X only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:

Funding for this grant is provided via a Federal Fiscal Year 2022 Emergency Management Performance Grant (EMPG), CFDA #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2022 application and in accordance with attached Federal Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

__ 2. may be incurred as of_____, 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of_____, 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. Date: 10/10/22

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Paul A. Brodeur

Print Title: MAYOR

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: 11/28/22

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: David Mahr

Print Title: Chief Administrative Officer

11/16/2022 #89

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CASL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME	City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE	VC6000192116

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Paul A. Brodeur	Mayor

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature		**Date**	11/10/22
Printed Name	Paul A. Brodeur		
Title	Mayor	**Phone**	781-979-4442
Email	pbrodeur@cityofmelrose.org	**Fax**	781-662-2182

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City of Melrose
Emergency Management
562 Main Street
Melrose, MA 02176
781-979-4411
aalpert@cityofmelrose.org

Allan I. Alpert
Director

DATE: December 13, 2022

TO: The Honorable Mayor and City Council
FROM: Director Allan I. Alpert
SUBJECT: Emergency Management Performance Grant Acceptance

I respectively request the acceptance of the Emergency Management Performance Grant (EMPG) that I applied for to the Massachusetts Emergency Management Agency (MEMA).

Over the past two years, with EMPG and HMEP (Hazardous Material Emergency Preparedness) Grant funding, the EOC/Training Center is once again becoming an Emergency Operations Center (EOC) and a training center with new fire, police and emergency management radios, new computers, monitors, tables, and chairs.

When the communications component is complete, the center can be used for fire and police dispatch training and certification and as a backup for fire and police dispatch operations should they have a power loss or evacuate their building.

During an emergency event, the EOC is a location from which centralized "emergency management" is performed. This includes but not limited to, radio communications with fire, police, our regional and state partners. The use of MEMA's Web EOC for instant communications with them, utilities, National Weather, and the news media.

During non-emergency or planned events, the EOC can be used as a communications hub. Event related communications for fire, police, and other agencies, would be coordinated at the EOC, thus reducing non-emergency, event related communications for FD & PD dispatch centers. The grant will be used to replace three old tables and 5 chairs as well as any other equipment needed to make this center a self-supporting operation. EOC operations are strongly supported by FEMA. During the height of COVID, EOC operations were 100% reimbursable 24 hours a day.

Thank you.

Director Alpert

***Emergency* Management**
It's about TEAMWORK!

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

David Thimble

CEO & President, CaLex Company, LLC

94 Crescent Avenue
Melrose, MA 02176
[redacted]

SELECT EXPERIENCE

CaLex Company, Melrose — *CEO & President*

JANUARY 2010 - PRESENT

Customer highlight - Brigham & Women's Hospital: fire door inspections, the supply and install of fire-rated doors and enclosures, ad hoc cabinetry

Ken Vona Construction (KVC), Waltham — *Cabinet Shop Supervisor*

JANUARY 2003 - JANUARY 2010

Dave Hunter Construction, Lexington — *Cabinet Shop Supervisor*

JANUARY 1998 - JANUARY 2003

Architectural Designs, Wakefield — *CEO & President*

JANUARY 1993 - JANUARY 1998

Architectural Openings, Somerville — *Lead Cabinetmaker*

JANUARY 1990 - JANUARY 1993

Unique Woodworking, Woburn — *CEO & President*

JANUARY 1982 - JANUARY 1990

EDUCATION

Northeast Metro Tech, Wakefield — *Cabinet Making*

SEPTEMBER 1972 - JUNE 1976

SELECT PROJECTS

Custom furniture — *dining room set*

Custom dining room table for Rowe's Wharf, Boston residential condominium

Bars & restaurants — *Refurbishments/build outs*

Location highlights: *Cask & Flagon*, Boston; *Thackerays Restaurants*, Woburn & Waltham; *Tavern on the Water*, Charlestown; *Jillian's*, Boston

USS Constitution — *Restoration Project*

Junior year of cabinetry program was afforded the opportunity to restore parts of the *USS Constitution* while the ship was drydocked. Worked primarily to replace and restore the transom windows at the stern of the vessel.

SKILLS

- Cabinetry/furniture making and restoration
- Project management of high-end residential projects
- Furniture finishing, color-matching and repair

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CITY OF MELROSE

PAUL
BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Beebe Estate Board of Trustees Appointment
Date: December 13, 2022

I respectfully request the Honorable City Council confirm the following Beebe Estate Board of Trustee appointment:

- David Thimble, 94 Crescent Avenue, to a two-year term, said term to expire on the last day of February 2025.

Some highlights of Mr. Thimble's candidacy include serving on a restoration team for the USS Constitution's restoration project and serving as CEO and President of an architectural designs business.

Mr. Thimble's foremost intentions with the Board of Trustees include utilizing his architectural knowledge as well as his restoration experience and skills to assist and augment the efforts of the Board of Trustees in maintaining the historical integrity and general upkeep of the estate.

Thank you for your consideration.

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL
BRODEUR
Mayor

City Hall, 562
Main StreetMelrose,
Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Conservation Commission Appointment
Date: December 13, 2022

I respectfully request the Honorable City Council confirm the following Conservation Commission appointment:

- Charles McCabe, 14 Orient Ave, to a three-year term, said term to expire on the last day of February 2026. Mr. McCabe's appointment replaces the term of Eugenia Gibbons, whose term is set to expire on the last day of February 2023.

In addition to holding a master's degree in urban placemaking, highlights of Mr. McCabe's candidacy include serving as executive director of a national research collaborative where he focuses on urban parks, urban public spaces, trails, programming, events, and community outreach, and advises public and non-profit parks and open spaces agencies on a range of planning, advocacy, and more.

Mr. McCabe intends to use his vast experience noted above and throughout his resume to assist the current members of the Conservation Commission in promoting and developing the natural resources in Melrose as well as advocating for the protection of our watershed resources.

Thank you for your consideration.

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Hello,

My name is Charlie McCabe, I live at 14 Orient Avenue and I'm interested in applying for one of advertised openings on the Conservation Commission. I am interested in either the full or associate member positions and have familiarity with conservation, watershed protection and water quality regulations in both professional as well as volunteer roles. I'd be honored to serve the city.

By day, I'm a parks, open space and placemaking consultant, I have a sole-proprietor LLC based here in Melrose. Prior to becoming a full-time consultant in the summer of 2019, I worked for a number of parks nonprofit organizations in Austin, TX, Boston, MA and New York City in a wide variety of roles. I volunteer regularly with the Rose Kennedy Greenway in Boston, the Mystic River Watershed Association, and Friends of the Fells/Middlesex Fells Reservation. I've attached my current resume, you can also review my work at www.charliemccabe.co (I also earned a Masters Degree in Urban Placemaking and Management from Pratt Institute in February 2017.)

I moved to Melrose in late February 2021, having lived in Arlington, MA for a half dozen years. I was pleased to serve for a term on the Community Preservation Act (CPA) committee there, working with a group of volunteers to review and recommend CPA projects to the Town via the annual town meeting for approval from 2018 through 2021. I have been volunteering with the Melrose Bike/Pedestrian Committee (since I moved here) and have been walking/checking some of the smaller Conservation holdings in the northern edge of the city as well (since late last year).

I would love to apply my skills and knowledge in serving on the Conservation commission in Melrose. IThank you for your consideration and please let me know if I can answer any questions.

Yours truly,

Charlie McCabe
14 Orient Avenue
Melrose, MA 02176

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Charlie McCabe
14 Orient Avenue, Melrose, MA 02176

Parks, open space, and placemaking consultant with extensive experience in public-private partnerships, programming, fundraising, project management, and community outreach. Master's degree in urban placemaking. Former parks non-profit executive director and director of a national research collaborative, with a focus on urban parks, urban public spaces, trails, programming, events, and community outreach. Extensive experience in a Fortune 100 company as a director, project leader, and technical support specialist.

Work Experience

Parks, Open Space, and Placemaking Consultant, **Charlie McCabe Consulting LLC,** Melrose, MA
July 2019 – present

- Advise public and non-profit parks and open space agencies on a range of planning, advocacy, analysis, programming, placemaking, funding, and operations efforts. Services include benchmarking, research, and analysis of park resources across the country. Clients include Central Park Conservancy (Institute for Urban Parks – multiple grantees through Partnerships Lab program), Google/LendLease, Bloomberg Associates (multiple grantees), Public Workshop/The City of Austin, and Salt Lake City Corporation. Past clients include The Trust for Public Land (July 2019-February 2021) Pro-bono clients include Bike to the Sea, Inc., the Emerald Necklace Conservancy, and the Dennis Conservation Land Trust.
  (Prior to 2/28/21, I was based in Arlington, MA)

Director, Center for City Park Excellence, **The Trust for Public Land**, Boston, MA
January 2017 – June 2019 (non-profit organization)

- Managed the research and publishing of annual report (*City Park Facts – tpl.org/2020-city-park-facts*) and annual ranking of public park systems (parkscore.tpl.org) in the 100 largest US Cities, as well as special reports and research for TPL staff and client organizations.

Research and Planning Fellow, **New Yorkers for Parks,** New York NY
May – July 2016 (non-profit foundation)

- Assisted in research and reviews of the 2016 Report Card on Parks: www.ny4p.org
- Developed physical activity park survey for six parks in the Bronx, using the SOPARC method developed by the RAND Corporation and trained three interns on the methods, working in the parks. Analyzed and reported on data for Bronx Community Health Network client.

Jane Jacobs at 100 Fellow, **Municipal Art Society,** New York, NY
February – May 2016 (non-profit foundation)

- Managed outreach and collaboration efforts to recruit programs, events, exhibitions and tours to celebrate the 100th Anniversary of Jane Jacobs's birthday, curating a custom website: www.jj100.org.
- Assisted colleague with outreach, training, website content, and logistics/coordination efforts for the annual Jane's Walk Weekend, with over 250 walks/tours through New York City.

Director of Public Programs, **Rose Kennedy Greenway Conservancy**, Boston, MA
February 2012 – July 2015 (non-profit foundation)

- Managed 4-person team organizing public events, markets, exercise classes, entertainment, and more than 30 food trucks and other vendors. Oversaw Greenway Carousel operation, as well as public relations, communications and IT support. Grew attendance (food vending, Wi-Fi, events/programs, and carousel visitation) from 372,000 in 2011 to 1,194,000 in 2015, with revenue increase from $250,000 in 2012 to over $650,000 in 2015.
- Worked with consultants to provide earned media and PR coverage. Directed web site, social media, and traditional communications coverage, as well as photography and video creation, with part-time communications coordinator.

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Executive Director, **Austin Parks Foundation**, Austin TX.
June 2005 – February 2012 (non-profit foundation)

- Managed three-person team providing accounting, membership, communications, marketing, and program management for projects ranging from programming to park improvements.
- Negotiated groundbreaking partnership with the Austin City Limits Music Festival and the City of Austin Parks and Recreation Department, resulting in annual donation of 8.25% of festival tickets sales. Funds of $3.5 M were allocated to improvements at the Zilker Park festival as well as neighborhood park grants and park improvements citywide. The partnership has continued and grown to present day and been a model for other cities.
- Led all social media efforts, including the Foundation blog and Twitter and Facebook updates.
- Promoted the organization through frequent print, television, and radio appearances.
- Grew Foundation budget and revenues from $174,000 in 2005 to $812,000 in 2011, including park grants, volunteer events, and fundraising efforts.
- Expanded Adopt-a-Park services from 18 community groups to more than 95 community groups providing administrative support and hands-on project management.

Senior Manager, Service & Support Web Sites **Apple, Inc.**, Austin, TX
1996 – 2004 (consumer electronics)

- Managed team ranging from 10 to 22 people providing customer technical support and service web sites. Duties included web site design, management, technical content, and interactive (discussion, email) support with staff working in multiple locations in the USA, Europe, and Asia.
- Worked collaboratively with Apple staff across the globe to provide technical support content in seven languages.
- Received #1 rating from Consumer *Reports* for web-based support in 2003 and 2004.

Various Technical Specialist Roles **Apple, Inc.,** Cupertino, CA, and Austin, TX
1988 – 1996 (consumer electronics)

- Additional roles in technical support and software and hardware sales 1986 – 1988

Education

Master of Science, Urban Placemaking and Management, February 2017. Pratt Institute, Brooklyn, NY.
Bachelor of Arts, History and Political Science, May 1986, Colby College, Waterville, ME.

Community Service

Horticultural and Programs Volunteer, Rose Kennedy Greenway, Boston, MA	2016 – present
Trail Steward, Friends of The Fells, Melrose/Medford/Stoneham, MA	2016 – present
Advisor, community projects, Emerald Necklace Conservancy, Boston, MA	2019 – present
Volunteer leader, invasive species management, Mystic River Watershed Association, Arlington, MA	2020 – present
Stewardship Research and Analysis, Volunteer, Dennis Conservation Land Trust, Dennis, MA	2019 – 2021
Community Preservation Act Committee member, Town of Arlington, MA	2018 – 2021
Board member, Executive Committee, membership co-chair, City Parks Alliance, Washington, D.C.	2011 – 2018
Brooklyn Bridge Park Horticultural Zone Volunteer, Brooklyn, NY	2015 – 2016
Prospect Park Alliance Corps volunteer, Brooklyn, NY	2015 – 2016
City of Austin Bicycle Advisory Committee, Austin, TX	2008 – 2011
Board Member, representing Texas Affiliate, EarthShare, Washington, D.C.	2007 – 2012
Governing Board member, Board Chair (2011-2012) EarthShare of Texas, Austin, TX	2007 – 2011
Volunteer Trail Project Leader, Bull Creek Foundation, Austin, TX	1996 – 2006

Other Skills and Interests

Master gardener and volunteer park horticulturist. Trail building and maintenance project leader, specializing in invasive species management. Avid traveler with focus on comparing public spaces. Enthusiastic bicyclist.

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Commonwealth of Massachusetts

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ◆ Karyn E. Polito Lt. Governor ◆ Jennifer D. Maddox, Undersecretary

October 17, 2022

The HonorablePaul Brodeur
Mayor, City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur: **RE: Melrose 0922 Application**

Thank you for submitting this application to the FY2023 Community One Stop for Growth. The Executive Office of Housing and Economic Development (EOHED), Department of Housing and Community Development (DHCD), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from City of Melrose was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **$75,000** from the **Housing Choice Grant Program** has been approved to support your project.

This award is contingent the execution of a grant contract between the City of Melrose and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application, as well as an invitation to an online training on October 25, 2022 at 11:00 a.m. related to grant administration and contract guidance to highlight contractual obligations. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Chris Kluchman, FAICP, Deputy Director at Chris.Kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator at Filipe.Zamborlini@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the City of Melrose's housing and community development needs.

Sincerely,

Jennifer D. Maddox
Undersecretary, DHCD

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications,** the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		**COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development** **MMARS Department Code: OCD**	
Legal Address: (W-9, W-4): 562 Main Street, Melrose, MA 02176		**Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114**	
Contract Manager: Paul Brodeur	**Phone: (781) 979-4440**	**Billing Address (if different): same**	
Email: pbrodeur@cityofmelrose.org	**Fax:**	**Contract Manager: Julissa Tavarez**	**Phone: 617 573 1407**
Contractor Vendor Code: VC6000192115		**E-Mail: Julissa.tavarez@mass.gov**	**Fax:**
Vendor Code Address ID (e.g. "AD001"): AD001 . **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s): SCOCD321023330000263** **RFR/Procurement or Other ID Number: DHCDOneStop2023**	

_X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
_x_ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, **20___.**
Enter **Amendment Amount**: $ ___. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): _x_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$ 75,000 .**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _x agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. The City of Melrose will re-write its zoning ordinance to be user-friendly as well as make changes that are identified in the recently approved Housing Production Plan.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_x_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of ___, **20__**, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
__ 3. were incurred as of **__, 20___** , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **_6/30_ , 2024 ,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____.
Print Title: _____.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Louis Martin.
Print Title: Director.

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ATTACHMENT A SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

FY 2023 Housing Choice Initiative Program Contract

Housing Choice (HC) Grant Program

I. CONTRACT

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

A. This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Budget, as approved by the Department, are attached hereto as Exhibits.

B. This Attachment A incorporates by reference the Housing Choice Community Grant Program Application as applicable.

C. This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.

D. This Contract represents the entire agreement between the Contractor and the Department, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.

E. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS

The Housing Choice Initiative encourages local governments to expand housing production by providing new grants, coordinating technical assistance across various housing agencies, and promoting regulatory innovation. The Housing Choice Initiative rewards municipalities that are producing new housing and have adopted best practices to promote sustainable housing development.

A crucial part of the Housing Choice Initiative is the Housing Choice designation and grant program. Communities that achieve the Housing Choice designation have exclusive access to apply for the Housing Choice Grant Program and receive bonus points or other considerations for certain state grant programs.

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The Contractor shall use the FY 2023 contract funding to provide services in accordance with the terms of the attached Budget, the terms of this Contract, and any subsequent Contract amendments. **ALL EXPENSES MUST BE INCURRED ON OR BEFORE JUNE 30TH OF THE FISCAL YEAR IN WHICH THEY OCCUR (FY 2023 – YEAR 1; FY 2024 – YEAR 2).** Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of the Department, in accordance with Section III.C. below.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department may issue, amend, or supplement from time to time.

III. ADDITIONAL TERMS AND CONDITIONS

A. Reporting Responsibilities of the Contractor

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.

2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.

3. The Contractor shall submit written quarterly progress reports to the Department in compliance with the following deadlines and requirements using a form provided by the Department. Progress reports shall be submitted on or before the 15th day of the month following the last month of the quarter, except in instances when the due date shall fall on a weekend or holiday where reports would be due the following full business day after the deadline. **The Department may delay reimbursement to the Contractor if the Contractor consistently fails to submit timely progress reports or other documents required under this Contract.** Any such action by the Department shall be preceded by written notification of the intent to delay such reimbursement, which may be done electronically, and allow for the Contractor to make reasonable written explanation regarding the occurrence, and the remedy of the issue. Failure by the Contractor to reply to the Department's written notification or to comply with specific instructions from the Department shall be treated as a breach herein and under Section 4 of the Commonwealth Terms and Conditions. The Department further reserves the right to consider past performance under the Housing Choice Grant Program when evaluating an applicant's initial submission. Consistent failure to submit

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progress reports or to comply with the provisions of this Contract may negatively impact future awards of this grant.

Progress report deadlines are as follows:

FY23		
Q3	Period: 1/1/2023 *to* 3/31/2023	Due: 4/17/2023*
Q4	Period: 4/1/2023 *to* 6/30/2023	Due: 7/17/2023*
FY24		
Q1	Period: 7/1/2023 *to* 9/30/2023	Due: 10/16/2023*
Q2	Period: 10/1/2023 *to* 12/31/2023	Due: 1/15/2024
Q3	Period: 1/1/2024 *to* 3/31/2024	Due: 4/15/2024
Q4	Period: 4/1/2024 *to* 6/30/2024	Due: 7/15/2024

*Denotes due date following a weekend or holiday.

4. A Contractor whose grant funds a Planning or Zoning project shall submit a copy of the planning or zoning document(s) produced with grant funding. Document(s) should be delivered by July 31, 2024. Documents that cannot be delivered by July 31, 2024 must submit written notification to the program representative by July 31, 2024 outlining when a report will be submitted. In accordance with Section III.A.3, failure to submit document(s) required under this Contract may (i) result in delayed reimbursement; (ii) may be treated as a breach of the Contract; and (iii) will be considered when evaluating applications for future grant awards.

5. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall promptly inform the Department in writing, which may be done electronically, of the following conditions which may affect its deliverable objectives and performance as soon as they become known:

    a. Problems, delays, or adverse conditions which will materially affect the Contractor's ability to attain deliverable objectives. This disclosure shall be accompanied by a statement of any actions taken or contemplated by the Contractor, and any assistance needed from the Department to resolve the situation. Failure by the Contractor to communicate promptly or to respond promptly to communications from the Department may result in the denial by DHCD of any budget or schedule change requests by the Contractor, as provided in Section III.C.

    b. Favorable developments or events which will enable the Contractor to meet the deliverable Contract objectives sooner than anticipated or at less cost than originally projected.

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6. The Contractor shall submit all progress reports electronically to the Department's assigned program representative at the following address:

   Filipe Zamborlini
   Community Grants Coordinator
   filipe.zamborlini@mass.gov

7. The Department shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to the Department. The Contractor shall submit an acceptable report upon receipt of such advice from the Department.

8. The Contractor, and any entity under subcontract having costs chargeable to Contract funds, shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions, including, without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.

9. Within five business days of receipt, the Contractor shall provide the Department with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.

10. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify the Department of such action and deliver copies of such pleadings to the Department. Such reports or communications may be provided electronically.

11. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request. The Contractor shall promptly make available to the Department or to an auditor or contractor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.

B. Payment Mechanism and Fiscal Obligations

The Department agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

1. Cost Reimbursement. The Contractor shall submit to the Department written requests for cost reimbursement on the Department's Housing

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Choice Community Grant Invoice form (Housing Choice Invoice), or other such form as the Department may specify.

Only requests for cost reimbursement for authorized capital expenses, pursuant to the capital funds from the state's capital budget, that are completed within the dates of service of an invoice, and that take place within the length of the contract, are authorized for reimbursement.

2. Housing Choice Invoices should be submitted **no more than** once a month and should include the range of the dates of service being submitted for reimbursement.

3. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.

4. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.

   Each request for payment by cost reimbursement must be made on the Housing Choice Invoice. By submitting the Housing Choice Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Budget as approved by the Department, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

   The Department's fiscal representative will provide additional billing instructions, if necessary, to the Contractor via email.

   When submitted electronically, the Housing Choice Invoice should be attached to the email submission in one email attachment. Any other documents, such as vendor invoices, should be submitted as separate attachments.

   In addition to the Housing Choice Invoice, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll

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records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The request for cost reimbursement shall be submitted electronically to the attention of:

Brett Morton
Fiscal Representative
brett.morton2@mass.gov

with a copy to:

Filipe Zamborlini
Community Grants Coordinator
filipe.zamborlini@mass.gov

5. All requests for cost reimbursement must be submitted on or before July 17, 2023, if expenses were incurred in FY 2023 – Year 1; and on or before July 15, 2024, if expenses were incurred in FY 2024 – Year 2. Failure to do so may result in delayed reimbursement or denial of the request.

6. The Contractor shall submit the final Housing Choice Invoice on or before July 15, 2024. With the submission of the final Housing Choice Invoice, the Contractor shall return to the Department any unexpended funds that are reflected in the final reconciliation, subject to Section III.C below.

C. Budget or Schedule Changes

1. Any subsequent change in the services and activities to be provided by the Contractor in accordance with the attached Budget, including, but not limited to, extensions of time, requires prior written approval from the Department's assigned program representative listed in Section III.A.6. **Requests for any amendments or extensions shall be reviewed on a case-by-case basis by the Department, and may be approved or denied by the Department at its discretion. Consideration shall only be extended to grantees who are in adherence with Section III.A.5 and other requirements of this Contract. Requests to amend or extend the end date of the Contract must be received by the Department on or before January 31, 2024.**

2. Budget Amendments. The Contractor may transfer funds among the line items in the Budget, only with the written permission of the Department. No amendment to the Contract shall be required for such change. The Contractor shall submit a request for such change electronically to the Department's representatives, listed in Section III.B.4, at least 30 days prior to requesting reimbursement funds under such change. If the

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Department does not respond within 30 days of receipt of the requested change, it will be deemed to have approved of the change.

D. Signage, Acknowledgment, Publicity, and Logos

1. Signage. The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by the Department as part of the Housing Choice Initiative, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: "Funds for this Project have been provided by a Housing Choice Community Grant provided by the Massachusetts Department of Housing and Community Development."

2. Acknowledgment. If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: "This publication was funded by a Housing Choice Grant provided by the Massachusetts Department of Housing and Community Development."

3. Publicity; Other Materials. The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to the Department copies of any such documents thirty (30) days prior to publication, and provided that such documents include the acknowledgment required under Section III.D.2. The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.

4. Logos. If the Contractor wishes to include a Department logo on any signage or other materials produced in accordance with this section, it may contact the Department's assigned program representative, listed in Section III.A.6, for the appropriate copy of a logo.

5. Submission to DHCD. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to the Department's assigned program representative, listed in Section III.A.6, no later than thirty (30) days before posting or distribution. If the Department does not respond within thirty (30) days of receipt of the material, it will be deemed to have approved of the material.

   The Department reserves the right to require that the Contractor provide to the Department photographs, video, or other media and/or documentation, if applicable, or copies of such materials, of any project financed in part by the Department under the Housing Choice Initiative.

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E. Audit or Financial Review

The Department reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's (or Subcontractor, if applicable) records if, in its sole discretion, the Department determines that it is necessary for any reason.

F. Monitoring

The Department may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow the Department and its representatives access to all of its books and records pertaining to this Contract.

G. Conflict of Interest, Licensure, and Debarment

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.

2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.

3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.

4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

H. Enforcement, Suspension, and Termination

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1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.

2. The Department may use increased or additional monitoring and reporting as part of its enforcement actions.

3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.

4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.

5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.

6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

I. Non-Discrimination In The Provision of Services

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

J. Confidentiality

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.

2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall

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hold all personal data relating to Contract-supported personnel and applicants or recipients of Contract-supported programs and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and all applicable Federal and state privacy and confidentiality laws and regulations, including M.G.L. c. 66A,"Massachusetts Fair Information Practices Act;" M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality, and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

3. Pursuant to the Standard Contract Form and its Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss.

4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.

5. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, "personal data", shall not include the Contractor's personnel records.

K. Fraud, Waste, and Abuse

The Contractor shall maintain and use systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.

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Attachment B Budget
FY2023 Housing Choice Grant

Name of Municipality Include name of Subcontractor if applicable	**Program Manager** **Name, phone and email** *Include name and contact information of person preparing report if different from project manager*
Town of Melrose	Name: Denise Gaffey Phone: (781) 979-4190 Email: dgaffey@cityofmelrose.org

Project Description *Brief Summary of Project*
The City of Melrose will re-write its zoning ordinance to be user-friendly as well as make changes that are identified in the recently approved Housing Production Plan.

Project Tasks	**Cost by Task**
Consultants/Prof. Fees	$67,500.00
Meeting Express/Events	$0.00
Project Supplies/Materials	$2,500.00
Other/Miscellaneous	$5,000.00
Design/Engineering/Permitting	$0.00
Bidding	$0.00
Construction	$0.00
Construction Admin	$0.00
Contingency	$0.00
TOTAL	**$75,000.00**

(add additional rows as necessary)

rev. 10/2021

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COMMBUYS
OPERATIONAL SERVICES DIVISION

Bid Solicitation: BD-22-1100-EED01-EED01-70294

Responses Due in 0 Days, 0 Hours, 0 Minutes

Header Information

Bid Number:	BD-22-1100-EED01-EED01-70294	**Description:**	Community One Stop for Growth - FY2023 Round	**Bid Opening Date:**	06/04/2022 12:00:00 AM
Purchaser:	Juan Vega	**Organization:**	Executive Office of Housing and Economic Development		
Department:	EED01 - Economic Development	**Location:**	EED01 - Economic Development		
Fiscal Year:	22	**Type Code:**	NS - Non-Statewide Solicitation	**Allow Electronic Quote:**	Yes
Alternate Id:		**Required Date:**		**Available Date :**	01/21/2022 12:00:00 AM
Info Contact:	Website: www.mass.gov/onestop, Email: onestop@mass.gov	**Bid Type:**	OPEN	**Informal Bid Flag:**	No
Purchase Method:	Blanket				
Blanket/Contract Begin Date:	07/01/2022	**Blanket/Contract End Date:**	06/30/2023		

Pre Bid Conference: Visit www.mass.gov/onestop for a schedule (or recordings) of the information sessions - One Stop Webinars. In addition to reviewing the webinars, applicants can receive feedback by submitting an Expression of Interest as outlined in the NOFA.

Bulletin Desc: The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHED, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through March 18, 2022. For the most up to date program information, visit www.mass.gov/onestop.

Ship-to Address:	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	**Bill-to Address:**	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	**Print Format:**

File Attachments:
FY23 One Stop Notice of Funding Availability (NOFA)
FY23 One Stop Expression of Interest Template
FY23 One Stop Full Application Template

Form Attachments:

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Required Quote Attachments

SBPP (Small Business Purchasing Program) Eligible?: NO

See SBPP requirements and exceptions at www.mass.gov/sbpp :

Item Information

Item # 1: (00-00 - 00) The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHED, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through March 18, 2022. For the most up to date program information, visit www.mass.gov/onestop.

U N S P S C Code: 00-00-00
Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				

Manufacturer: Brand: Model:

Make: Packaging:

Exit

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CITY OF MELROSE

OFFICE OF THE MAYO

City Hall, 562 Main Stre
Melrose, Massachusetts 021
Telephone - (781) 979-44
Fax - (781) 662-21

PAUL A. BRODEUR
Mayor

June 3, 2022

Secretary Mike Kennealy
Executive Office of Housing and Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108

RE: Community One Stop for Growth Request for Melrose, Massachusetts

Dear Secretary Kennealy,

Thank you for the opportunity to provide support for the City's application for the FY23 Community One Stop for Growth request for the Zoning Ordinance Re-write project. Recodifying the City's Zoning Ordinance and addressing the zoning goals in the City's recently approved Housing Production Plan will enable the city to provide a user-friendly, progressive blueprint for future development.

As with many other cities and towns in the Commonwealth, the City of Melrose is facing a critical housing shortage. Many of the zoning amendments that the city would like to put forth will directly address increasing the housing supply and diversifying the housing stock. A comprehensive review and reorganization of the Zoning Code will allow the City to effectively address the structure and known issues with the Code and incorporate publicly supported and community driven changes.

Melrose has been a leader in promoting smart growth and transit-oriented development and we have amended our zoning regulations many times over the past two decades to promote these principles and support best planning practices. We have dedicated planning staff and committed volunteers comprising our Zoning Subcommittee who are poised to continue this work, and they recognize the value that a clear and comprehensive zoning ordinance will provide. This grant will enable the city to build on our past success while promoting new opportunities for housing production, providing deeper levels of affordability, and integrating community input wherever we can to shape future redevelopment throughout our city. We are excited to take on this project and we look forward to your support.

Sincerely,

Paul Brodeur
Mayor

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Commonwealth of Massachusetts

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ◆ Karyn E. Polito Lt. Governor ◆ Jennifer D. Maddox, Undersecretary

October 17, 2022

The HonorablePaul Brodeur
Mayor, City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur: **RE: Melrose 0922 Application**

Thank you for submitting this application to the FY2023 Community One Stop for Growth. The Executive Office of Housing and Economic Development (EOHED), Department of Housing and Community Development (DHCD), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from City of Melrose was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **$75,000** from the **Housing Choice Grant Program** has been approved to support your project.

This award is contingent the execution of a grant contract between the City of Melrose and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application, as well as an invitation to an online training on October 25, 2022 at 11:00 a.m. related to grant administration and contract guidance to highlight contractual obligations. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Chris Kluchman, FAICP, Deputy Director at Chris.Kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator at Filipe.Zamborlini@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the City of Melrose's housing and community development needs.

Sincerely,

Jennifer D. Maddox
Undersecretary, DHCD

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MELROSE COUNCIL ON AGING
MILANO CENTER
Live Well ~ Age Well

November 30, 2022

The Melrose Council on Aging (Melrose COA) is respectfully requesting financial support in the amount of $8,000 through the FY23 Field Demonstration Project to perform a needs assessment as the first step of the Melrose COA Board's approved Strategic Plan. Melrose COA's desired end result is to lay the groundwork for successful community-engaged marketing and planning, which will provide guidance to community leaders and forge clear connections to other community priorities. The project will be conducted by the Center for Social & Demographic Research in Aging Gerontology Institute of the University of Massachusetts. The City of Melrose and the FRIENDS of the Milano Center will financially support this project.

The Melrose COA understands that assisting individuals and caregivers with their social determinants of health will promote healthy aging, strengthen community relations, and link disadvantaged elders with services, resources, and benefits. The needs assessment will serve as a marketing tool to spark energy in the community and eventually support our goal of being designated as an Age-and-Dementia Friendly Community. Additionally, the Melrose Council on Aging will intentionally form alliances with key community leaders by reaching out to the faith communities, partner non-profits, social service networks, and businesses. These alliances will afford us the opportunity to authentically earn the interest of all stakeholders inclusive of unauthorized residents, limited/non-native or non-English speaking persons, and diverse cultures.

The Melrose COA is confident that our organization has the strength and capacity to accomplish the goals laid out in this proposal. The Board of Directors of the Melrose COA are 100% committed, passionate, and actively engaged individuals that are currently executing the three-year strategic plan. The Executive Director of the Melrose Council on Aging brings a long history of successful accomplishments; specifically, in this area of marketing, capacity building and underserved outreach. A part time licensed social worker, a social work masters level intern, and the senior center manager will have assignments within this project. Melrose COA has a strong established relationship with Mystic Valley Elder Services and will invite them to participate in this project with a specific intake interview to extract the unmet needs that they have within their agency.

Goals:

1. Assess the needs of the caregiver and older adult community using conscious language and clarified intentions.
    a. Host stakeholder's sessions
    b. Incorporate Board driven initiatives into the survey
    c. Complete a community needs assessment in multiple languages and through a variety of community, cultural, and faith organizations.

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d. Focus questions to skillfully determine the unmet needs and social determinants of health obstacles.
e. Summarize priority needs.

2. Execute new programs based on the determined needs of the survey
   Depending on the survey results, examples may be:
   a. Caregiver supports
      i. Grandparents raising grandchildren programs
      ii. Older adults caring for an older adult workshops
      iii. Respite, or memory café offerings
      iv. Unique support services at home
      v. Navigating elder care or connection workshops

   b. Resources and benefits for ESL individuals
      i. Person centered model for wellbeing connections
      ii. Language and citizenship classes
      iii. Navigating elder care and networking workshops

3. Utilize community stakeholders to begin the Age/Dementia Friendly Certification process – July 2023

Projected Outcomes:

- 92% professional, government, faith and city community relations will participate in the stakeholder sessions
- 88% of participants will report that they gained knowledge of elder care advocacy and insight on resources and benefits available to them.
- 48% older adults will respond to the needs assessment survey
- 29% participation increase at Milano Center programs and activities
- 500% (6x) increase capturing the needs of LGBTQIA2S+ individuals, and diverse populations

The Melrose COA utilizes the "*MySeniorCenter"* software to maintain a database of individual profiles linked with activities. Tracking the grant activities would be easy as we would link the programs and events to the grant utilizing our software. The Aging Gerontology Institute will provide the COA with a comprehensive summary of survey results.

The Executive Director will be responsible for managing the documentation of best practices. To maintain the appropriate level of attention to the project, the team will use Microsoft Teams to collaborate and know assigned tasks and deadlines. Lessons learned, processes and procedures will be captured at all levels of the project with purposeful reviews in case of necessary adaptations. The project team, along with the already established Melrose COA Board's Needs Assessment Committee will evaluate the impact of this grant by comparing

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the projected outcomes to the current or expected outcomes as depicted in this proposal. The Needs Assessment Committee is also tasked with dictating the types of mediums (examples: website press, podcasts, social media venues, cable television runs, local newspaper announcements, etc.). The committee will also monitor the frequency and quantity of reminders. Affiliate organizations such as Melrose Kind, Melrose Creative Alliance, Melrose Public Schools, and YMCA will stream all our notices through their networks. The committee will work with UMB's Aging Gerontology Institute team to produce progress reports and monitor/analyze data.

The Melrose Council on Aging appreciates your consideration of this proposal for a needs assessment as part of our overall marketing strategy and plan. The timing of this project is crucial as the Council is currently evaluating and resetting all programs and offerings at the Milano Center, looking to support older adults and caregivers in the community, and has an active plan to become an Age/Dementia Friendly community. Our efforts responding to many isolated older adults and overwhelmed caregivers during the recent pandemic enlightened us to incorporate a more focused outreach goal. Additionally, the window of opportunity regarding the available financial support and commitments to this project is now. The Melrose COA is excited to currently be positioned to accomplish this project and is committed to future auxiliary initiatives stemming from this grant.

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A Resolution Honoring Christopher C. Cinella as the President of the Melrose City Council for 2022

Offered by Councilor Jen Grigoraitis

WHEREAS, Councilor Chris Cinella has served as the City Council President for the City of Melrose for 2021 and 2022;

WHEREAS, the City Council congratulates President Cinella for completing his third year as a Councilor-at-Large for the City of Melrose and appreciates his commitment to serving Melrose;

WHEREAS, that President Cinella led the Council through two years of the COVID-19 pandemic, during which he provided leadership in an ever-changing public health environment, and oversaw the first ever hybrid Council meetings;

WHEREAS, that President Cinella provided guidance and support to all of his colleagues, including three new Councilors, and treated his fellow Councilors and City Hall staff with respect;

WHEREAS, the Council recognizes that President Cinella's dedication to our community extends well beyond his efforts in the Chamber;

WHEREAS, that President Cinella volunteers his time to support many Melrose organizations, including the Chamber of Commerce, Rotary, and Keep Melrose Beautiful;

WHEREAS, that President Cinella, is an active and engaged member of Melrose's business community, with an office in downtown Melrose and regularly supports our City through efforts such as his annual backpack and school supplies collection drive;

WHEREAS, that President Cinella continues his family's legacy of service to the City of Melrose and to the Council, as previously demonstrated by his father and his uncle, and that his wife, Maggie, and children CJ and Jake, supported President Cinella in his tenure as Council president;

BE IT RESOLVED, that we, the members of the City Council, do hereby express our sincere appreciation to President Cinella for his able administration of the office of the president and for his efforts on behalf of the City of Melrose, and, in recognition thereof, direct that the gavel wielded by him by suitably inscribed and presented to him; and

BE IT FURTHER RESOLVED, that, on this nineteenth day of December of the year Two Thousand and Twenty-Two, a copy of this resolution be spread upon the records of the City Council, and that a special copy be signed by each member of the Council and presented to President Cinella, Retiring President of the Melrose City Council.

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Business Name	Location	Owner / Emergency Contact		Expiration
Bangkok (Pho Chili Inc. d/b/a)	57 W. Wyoming Avenue	Chawalit Kaiuasang	Weerasak Khamsri & Chatchawal Ongsaranont	12/31/2023
Bellevue Golf Club	320 Porter Street	Jason Silbovitz		12/31/2023
Bitty & Beau's	426 Main Street	Maryann O'Donnell		12/31/2023
Bobby C's Ristorante, Inc.(Julie A. Crowely d/b/a)	20 Main Street Street	Julie A. Crowley		12/31/2023
Bohemian Coffeehouse	132 W. Emerson Street	Hillary Poravas	Christopher Poravas	12/31/2023
Bruegger's Bagel Bakery	496 Main Street	Bruegger's Enterprises Inc - Manager	Tiffany Robbibaro	12/31/2023
Caffe Nero	530 Main Street	Caffe Nero Americas, Inc	Mark McElkerny / Katrina Sloan	12/31/2023
Cappa's Trackside Kitchen	One Grove Street	Debra Penachio		12/31/2023
Dunkin' Donuts	470 Lynn Fells Pkwy	Constantine Scrivanos	Claudia Tranquilin	12/31/2023
Dunkin' Donuts	348 Main Street	Constantine Scrivanos	Claudia Tranquilin	12/31/2023
Ernie's Lunch LLC	458 Franklin Street	Peter M Gandolfo	Janice P Gandolfo	12/31/2023
Giacomos Restaurant (Bananaland Inc. d/b/a)	454 Main Street	Joseph A Dinarello	Richard A. Talieri	12/31/2023
Jitters Café	12 Main Street	Timothy LaPrade		12/31/2023
Kennedy's Ice Cream Bar	888 Main Street	Lisa Kennedy-Dowd	Christine Kennedy	12/31/2023
La Qchara (Lorenzo Tenreiro d/b/a)	506 Franklin Street	Lorenzo Tenreiro		12/31/2023
Liberty Bell Roast Beef & Seafood	886 Main Street	Theodore Lantzakis	Arsen Sheraj	12/31/2023
Melrose Diner (Thoma Zoto d/b/a)	44 W Wyoming Avenue	Thoma Zoto		12/31/2023
Melrose House of Pizza (Casona, LLC d/b/a)	475 Main Street	Robert Musaraj		12/31/2023
Melrose-Wakefield Hospital Cafeteria	585 Lebanon Street	MelroseWakefield Healthcare	Anwaar Khan	12/31/2023
Mexico Lindo (Mex-Fajitas, Inc d/b/a)	449 Main Street	Felipe Moreno	Pablo Marbaoul Luis Moreno	12/31/2023
Mother's Pizza	524 Franklin Street	William Kamouzis	Anastasia Kamouzis	12/31/2023
My Diner Inc. d/b/a My Diner	399 Main Street	Joana Baka Valle	Oscar I. Valle Portillo	12/31/2023
Ocean Sushi	16 Oak Grove Avenue	Lihong LI		12/31/2023
Petrone's Pizza and Deli	438 Main Street	Leonidas Armenis		12/31/2023
Rising Eagle Publick House	503-509 Main Street	James Turner	Chris Turner	12/31/2023
Sushi Corner	18C Essex Street	Jiebo Zhu	-	12/31/2023
Tahpas 529 (Tenreiro, LLC d/b/a)	529 Franklin Street	Emily Tenreiro	Lorenzo Tenreiro	12/31/2023
Tenoch	517 Main Street	Alvaro Sandoval		12/31/2023
Theo's Pizzeria (Nastassia Yezubchyk d/b/a)	55 W. Wyoming Avenue	Nastassia Yezubchyk		12/31/2023
Turner's Seafood Grill & Market	506 Main Street	James B. Turner		12/31/2023
Whole Foods Market Group, Inc.	880 Main Street	Manager		12/31/2023
Wood & Fire (Sonny's Fire & Wood, LLC d/b/a)	35-37 Essex Street	Elizabeth Auciello	Joe Auciello	12/31/2023

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Business Name	Location of Garage	Owner	Expiration
Cesar Cars Auto Sales Corporation DBA Melrose Auto Gallery	303 Lebanon Street	Cristian Balmore Serrano	December 31, 2023
Dovales Enterprises, LLC DBA Certified Automotive Solutions	17 Upham Street	Jaime Dovale	December 31, 2023
Kaplas Links	278 Main Street St #3D	Kayode Asupoto	December 31, 2023
Revere Auto Repair	102 Lebanon Street	Nicholas J DiBartolomeo	December 31, 2023
Stephen's Towing, Inc. d/b/a Stephen's Auto Sales	140 Tremont Street	Stephen Longmuir	December 31, 2023

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Library Board of Trustees Appointment
Date: November 8, 2022

I respectfully request the Honorable City Council confirm the appointment of Peter Bowman, of 24 Arlington Road, to the City of Melrose Library Board of Trustees for a one-year term, said term to expire the last day of February 2023. Mr. Bowman's appointment replaces the appointment of Edward Waystack, who has resigned from the Board.

Mr. Bowman, whose request for appointment comes with the support of Melrose Public Library Director Linda Gardener, has previously served on the Melrose Traffic Commission, the Board of Chamber of Commerce, Capital Improvement Plan Committee and the Master Plan Committee.

I am confident that Mr. Bowman's commitment to the City of Melrose will continue in his capacity as a Library Board Trustee.

Thank you for your consideration.

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Contact

www.linkedin.com/in/peter-t-bowman (LinkedIn)

Top Skills

Public Policy
Community Engagement
Grassroots Lobbying

Peter Bowman

Public Policy Leader | Community Engagement Professional | Detailed Tactician & Global Thinker
Boston, Massachusetts, United States

Summary

I am a telecommunications leader who is passionate about technology playing a powerful role improving society, business, anc the individual lives of all ages. I have worked in the public policy arena advocating at both the state and local levels in Massachusett and Rhode Island. I was the lead government affairs executive on Verizon's negotiating team working with over 100 municipalities anc Rhode Island state agencies gaining approval for the company to provide Fios video services. I have a demonstrated track record of defeating legislation that would have a negative impact on the business in the areas of privacy, net neutrality and increased regulation that would have resulted in millions of dollars of increase operational costs. I also have led efforts to pass legislation that was good for expanded technology deployment and economic development.

I am a dynamic leader who builds winning relationships and strateg alliances through strong communication skills and team approach. I have led teams comprised of members from various organizations into a cohesive collaborative group which meets or exceeds its objectives. I use this approach working with trade groups and external partners and as a result have been asked to take leadersh positions.

I have extensive experience in creating grassroots support through community engagement to positively influence policies in the communities we live and work. I am a strong believer of the power of volunteerism. I have supported key healthcare organizations suc as Boston Children's Hospital and the Jimmy Fund. I also spent time working within my own community to assist with governmental initiatives such as a new master plan.

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Key Competencies: Government relations/lobbying | Media relation | Philanthropy management | Project management | Negotiations | Strategic planning | Sales | Leadership | Community engagement

Experience

Verizon
17 years 7 months

Verizon – Director Government Affairs – Tax Policy
January 2021 - March 2022 (1 year 3 months)

Developed proactive state tax policy seeking opportunities to reduce tax burdens on the company while creating the opportunity for increased infrastructure investment. Worked closely with tax experts to develop legislation considering both the impact at the state and federal level. Analyze the potential for success while developing initial campaign plans to advance the legislation.

-Developed proactive efforts to support tax legislation and broadband deployment through an equipment exemption saving the business more than $4m annually.

-Led efforts to conduct a detailed analysis to file New Jersey personal proper legislation with the potential of eliminating a multi-million dollar tax dispute tha has been ongoing since the late 1990s.

Director Government Affairs/Lobbyist/Community Engagement New England
December 2018 - December 2020 (2 years 1 month)

Lead seven-member team and outside consultants executing legislative strategy, tactics, and content in support of company goals and positions at the municipal and state level in five New England states. Objectives relate to identifying and influencing proposed state and municipal legislative activities, community engagement and broadband deployment.

- Built and sustained broad-based relationships in the community with diverse organizations positively impacting economic development, non-profits, education, health care, seniors, consumers and industry.

- Led the New England team partnering with wireless network organization to negotiate municipal contracts and ordinances to deploy 5G small cells in

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Boston, Arlington, Melrose, Medford, Providence RI, Portland Me to highlight a few key municipalities exceeding the northeast objectives.

National One Fiber Community Engagement/Director Government Affairs/Lobbyist – MA/RI

November 2011 - November 2018 (7 years 1 month)

In an expanded role lobbied the executive branch and the legislature in Rhode Island. Developed and implemented legislative strategy, tactics, and content in support of company goals and positions at the municipal and state level. Identified and influenced proposed state and municipal legislation and regulation. Member of a national leadership team to enhance Verizon's brand and reputation through the development of national community engagement strategy.

- Adopted for a lead role in a first of its kind $6B one fiber deployment in the City of Boston working with internal senior executives and directly with the mayor and key cabinet members.

- Secured RI small cell legislation the first of its kind in the northeast clearing the path for 5G deployment.

Director External Affairs Massachusetts & Rhode Island

September 2004 - October 2011 (7 years 2 months)

Facilitated Fios franchising process in MA & RI working with direct reports, extensive team of attorneys, negotiators and outside consultants. Led advocacy team that developed strategies and messaging to communicate, influence and interface directly with municipal leaders to gain approvals at the local level to deploy video services.

- Secured 115+ video licenses in MA and gained approvals in 85% of the State of Rhode Island and surpassed the Region's deployment goals and open for sales objectives.

- Provided advocacy leadership on tax and video deployment working closely with internal and external teams. Adopted a campaign mentality using tools such as direct mail, media placements, website strategies and messaging.

- Provided grants to 300 + nonprofit organizations managing a $4M budget. Strategically executed philanthropy events to garner press and attention for the work.

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Education

Babson F.W. Olin Graduate School of Business

Master of Business Administration - MBA

Northeastern University

Business Administration and Management, General

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Peter T. Bowman
24 Arlington Road
Melrose, Massachusetts

Dear Mayor Paul Brodeur,

I am writing to express my interest in serving on the Melrose Library Board of Trustees. As we discussed, I think this is an exciting opportunity to serve the city and I feel my experience both professionally and being part of the community for many years will help me add value to the Board. I also had the opportunity to discuss with Linda Gardener the role and the exciting things currently occurring at the library as well as the construction of the new building.

I have previously served on the Master Plan Committee, Traffic Commission, Board of the Chamber of Commerce and recently on the CIP committee and I think this new role will allow me to continue to give back to the city. As we emerge from the pandemic libraries play a critical role in the community for all residents and I look forward to being involved with this effort. If selected for this position, I will be an active member of the Board providing guidance and support to the library staff and my fellow trustees.

I want to thank you for nominating me and thank the City Council for my consideration. If you need any additional information, please don't hesitate to contact me. I look forward to the next steps in the process.

Sincerely,

Peter T. Bowman

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8410 Education, Public Safety and Substance Abuse Stabilization Fund Proposal

City of Melrose Health and Human Services

Prevention and Wellness

The City of Melrose Health and Human Services (HHS) Department proposes to utilize the revenue in the stabilization fund for citywide public health prevention and wellness initiatives, including cannabis education, public safety, and recovery coaching.

The staff person who will lead this work and is proposed to be paid out of this fund beginning January 2023, is a 15-year HHS employee, Kara Showers. Kara is a Certified Health Education Specialist with a Masters Degree in Public Health. As the Prevention and Wellness Coordinator in HHS, Kara is responsible for:

- Leading and managing chronic disease prevention and community health initiatives, using a public health lens.
- Coordinating prevention grants.
- Assessing the public health needs of the Melrose community.
- Supporting prevention service programs related to substance use and mental health.

In Massachusetts, cannabis & marijuana use are on the rise from youth to senior citizen populations. *(The word "cannabis" refers to all products derived from the plant*

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Cannabis sativa. The cannabis plant contains about 540 chemical substances. The word "marijuana" refers to parts of, or products from, the plant Cannabis sativa that contain substantial amounts of tetrahydrocannabinol (THC). CBD, or cannabidiol, is the second most prevalent active ingredient in cannabis. While CBD is an essential component of medical marijuana, it is derived directly from the hemp plant, a cousin of marijuana, or manufactured in a laboratory. Cannabidiol (CBD) is a compound found in marijuana. CBD is not impairing, meaning it does not cause a "high."[1,2]).

According to the most recent administration of the Youth Risk Behavior Survey (YRBS), Melrose high school youth report the following:

- 25% have tried marijuana at least 1 time in their life
- 10% reported using marijuana at home and 16% reported using at a friend's house
- 28% thought that their friends feel marijuana is *not wrong at all*, 23% thought their friends thought it was a *little bit wrong*
- 50% of youth reported getting marijuana from a friend

Research shows that heavy cannabis users are more likely to report thoughts of suicide than non-users and regular cannabis use is likely to increase the risk of developing a social anxiety disorder[3]. Increased awareness of the health effects of marijuana and how THC impacts the brain and mental health is imperative for Melrose youth. Collaborating with the Melrose Health and Wellness Coalition (*formerly the Melrose Substance Abuse Prevention Coalition*), and the Melrose Public Schools administration, faculty and staff, this information, as well as refusal skills and social norming campaigns, can be presented using available evidence-based marijuana toolkits[4]. Secondly, this funding could support the development and implementation of healthy coping mechanisms for students, which are an essential outlet in a young person's life. Finally, partnering with local organizations (i.e., PTO's) and parents to host events like "In Plain Sight" show family members how and where to look for early cannabis use signs.

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[1] CBD: What You Need to Know (cdc.gov)

[2] Cannabidiol (CBD): What we know and what we don't - Harvard Health

[3] Mental Health - The Health Effects of Cannabis and Cannabinoids - NCBI Bookshelf (nih.gov)

[4] Cannabis Awareness & Prevention Toolkit | Cannabis Awareness and Prevention Toolkit | Stanford Medicine

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It is not only important to educate our youth about marijuana but support our adult and elderly populations. Thirteen percent of Melrose adult respondents from the COVID Community Impact Survey (CCIS) data[5] said they have used marijuana in the past 30 days. Since recreational use is legal among adults, an assumption can be made that use is even higher than that. Further, both Melrose adults and senior citizens could benefit from more dialogue and education on this topic. With this funding, HHS, in partnership with COA, can host meetings and other events to provide information on cannabis/marijuana/CBD, identify resources and present subject matter experts.

For those residents struggling with substance use, this funding can also bring recovery coaching services to the City. A peer recovery coach or community health worker can assist individuals by finding the necessary recovery resources, establishing accountability as well as another level of support. Recovery coaching services are expanding in surrounding communities as its importance is being recognized across all ages.

According to the 2019 MelroseWakefield Healthcare Community Needs Assessment, 8.2% of Melrose residents died of chronic ischemic heart disease, making it one of the top 3 causes of death in the City [6]. A large study led by researchers at Stanford Medicine stated that p[7]. Of course, these heart disease cases cannot all be attributed to marijuana use. However, all residents young and old could benefit from healthy heart prevention initiatives—from more opportunities for the community to connect to ways to increase daily physical activity.

To make Melrose an even healthier community, and to support overall resident wellness, this funding will provide increased services community-wide. It will provide supplies, staffing, facilities, etc. to offer projects such as:

- Councilor-led community health forums in wards across the City 1-2x year. *Health topics could include CBD/cannabis/marijuana, heart disease, lung cancer, COVID, and/or others.*
- Yoga, Tai Chi, Mindfulness, Art Classes, StoryBook Walks etc. in our passive City parks and other designated City spaces.
- Healthy aging and dementia risk reduction initiatives.

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[5] CCIS Data

[6] Melrose-Wakefield Hospital 2019 Community Data Profile

[7] Marijuana linked to heart disease; supplement may mitigate risk, study reports | News Center | Stanford Medicine

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- Recovery coaching services.
- Open space and recreation support.
- Blood pressure screenings for adult and older adult populations.
- Healthy food security partnerships with our local faith-based organizations/food pantries and food rescue organizations.
- Space to hold events and classes for the community.

BUDGET ESTIMATE: *(January 2023-December 2023, initial start-up investment costs)*

Item	~$	MUNIS Category
Prevention and Wellness Coordinator (part-time)	$51,456 $7,246	Salary, Wages, Benefits
Evidence-based marijuana prevention downloadable toolkits (topics: cognitive function, refusal skills and social norming campaigns) & short policymaker trainings	$1,000	Supplies, Printing, Professional Services, Training
Healthy coping classes (art, exercise classes: mindfulness, yoga, tai chi, walks)	$14,000	Contract, Supplies, Professional Services
Recovery Coaching Services/Community Health Worker with addiction specialist training	$25,000	Contract
Community Connectedness Space for events & classes ("In Plain Sight", Community Health Forums, speakers to discuss CBD/ cannabis/marijuana)	$16,000	Contract, Supplies, Professional Services
Healthy Aging/Dementia-Friendly initiatives	$8,000	Supplies, Professional Services
Open Space/Recreation support	$9,000	Supplies
Blood Pressure Screenings	$2,000	Supplies, Professional Services
Healthy Food Security (i.e. mini food pantries)	$13,000	Supplies, Contract
Trainings & Continuing Education	$2,000	Training

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Advertising	$1,500	Advertising
TOTAL	**$150,202**	

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OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

November 15, 2022

Dear Mayor Paul Brodeur,

Congratulations! I am pleased to notify you that the City of Melrose has been awarded a Sustainable Materials Recovery Program grant in the amount of $15,600. I want to thank you for your commitment to reducing waste and increasing recycling for the benefit of our communities and the environment.

Enclosed you will find further instructions from the Department of Environmental Protection on next steps. Please feel free to contact Janine Bishop at Janine.Bishop@mass.gov if you have any questions.

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

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Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
Secretary

Martin Suuberg
Commissioner

November 15, 2022

Mayor Paul Brodeur
City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

Congratulations! It is my pleasure to inform you that the Massachusetts Department of Environmental Protection (MassDEP) has awarded the City of Melrose Recycling Dividends Program funds under the Sustainable Materials Recovery Program. The City of Melrose has earned 12 points and will receive $15,600.

The Sustainable Materials Recovery Program (SMRP) was created under 310 CMR 19.300-303 and the Green Communities Act, which directs a portion of the proceeds from the sale of Waste Energy Certificates to recycling programs approved by MassDEP. We are awarding over $4.2 million in SMRP funding to 270 municipalities and regional groups in this round of funding.

Recycling programs play a vital role in limiting our dependence on landfills and incinerators, reducing greenhouse gas emissions and supporting economic activity in the Commonwealth. Recycling Dividend Program (RDP) funds foster investment in local programs including recycling equipment, organics diversion, outreach and education, pilot programs, school recycling, toxics reduction and more. Please refer to the RDP Approved Expenses List for more information. MassDEP has invested in developing nationally recognized tools to assist municipalities with reducing recycling contamination and improving public awareness of smart recycling practices. We encourage you to utilize the Recycling IQ Kit and Recycle Smart MA website and to consult with your MassDEP Municipal Assistance Coordinator for assistance in implementing these best practices.

To accept your grant award, please sign and return the attached RDP Contract via email before January 15, 2023. After we receive your signed RDP contract, funds will be sent to your community. See the enclosed checklist for further instructions related to your RDP grant. Should you have any questions, please email Janine Bishop at Janine.Bishop@mass.gov.

Thank you for your continued commitment to recycling and waste reduction in Massachusetts.

Sincerely,

Martin Suuberg
Commissioner

cc: Alison Beucler, Environmental Outreach Coordinator

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SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

RECYCLING DIVIDEND PROGRAM CONTRACT ("RDP Contract")
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION ("MassDEP")
AND THE City of Melrose ("Municipality")

Pursuant to the Green Communities Act, relevant provisions of which are codified at M.G.L. c. 25A, Section 11F(d) and the regulations promulgated thereunder at 310 CMR 19.300 and in support of the Massachusetts Solid Waste Master Plan developed pursuant to M.G.L. c. 16, Section 21, MassDEP has awarded the Municipality a Sustainable Materials Recovery Program grant under the Recycling Dividends Program ("RDP"). The Municipality has earned a payment of $15,600.

The Recycling Dividends Program provides payments to municipalities that have implemented specific programs and policies proven to maximize reuse, recycling and waste reduction. Municipalities receive payments according to the number of criteria points their program earns based on the *2022 Details: Recycling Dividends Program and* number of residents served as described below. RDP provides an incentive for municipalities to improve their recycling programs by implementing best practices and rewards communities with model recycling and waste reduction programs.

Duration: The term of this Contract shall be in effect until the municipality has expended all RDP funds and reported to MassDEP on use of funds.

RESPONSIBILITIES OF THE MUNICIPALITY

1. Authority: The Signatory of this RDP Contract is authorized by the governing body of the Municipality to enter into this Contract on behalf of the Municipality and apply for and accept funds on behalf of the Municipality.

2. Commonwealth Terms and Conditions: The Municipality shall comply with the Commonwealth Terms and Conditions and other requirements set forth in the Municipality's executed Master Service Agreement.

3. Failure to Comply: If, in the judgment of MassDEP, the Municipality fails to comply with any of its responsibilities identified in this Contract, then, at the election of MassDEP, (a) the Municipality shall repay the RDP funds to MassDEP within 90 days; and/or (b) title to all materials purchased with the RDP funds immediately and without any further steps shall be transferred to MassDEP; and/or (c) MassDEP may find the Municipality not eligible to seek another Sustainable Materials Recovery Program Grant for up to three years. MassDEP may provide written notice to the Municipality of any such failure to comply. Such notice may provide a time period and manner for the Municipality to cease or remedy the failure. Such notice from MassDEP of any such failure by the Municipality is not a precondition to MassDEP's right to select options (a), (b), and/or (c) above. The Municipality shall follow the instructions of MassDEP regarding possession of the materials purchased with RDP funds. The Parties hereby agree to execute any and all documents necessary to accomplish said transfer. Furthermore, the Municipality shall transfer or arrange to transfer actual possession of said materials to an authorized representative of the Commonwealth of Massachusetts or its designee.

4. Recycling in Practice: The Municipality has established paper, bottle and can recycling in all municipal buildings, offices and meeting spaces, including schools. The Municipality shall continue such paper, bottle and can recycling during the term of the RDP Contract.

5. Notification of Buy Recycled Policy: The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products and distributes an annual notification of the Buy Recycled Policy, ordinance or by-law to all staff, department heads and employees with purchasing authority. This notice should be sent from the Mayor, Board of Selectmen, Town Manager, Town Administrator, or Chief Purchasing or Procurement Officer; and should include specific language encouraging the purchase of recycled products as it supports municipal recycling collection programs, recycling markets, and supports closed loop recycling. The Grantee shall submit the annual notification to MassDEP on or before February 15th during the term of the Grant. Failure to submit by this deadline will result in the loss of an RDP point.

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6. RDP Payment Calculation: MassDEP has calculated the RDP Payment using the table below which shows payment brackets based on the number of households served by the municipal solid waste program and the point value for each bracket. *See Details: Recycling Dividends Program guidance document for additional information on point value.*

RDP Payment Brackets

# of Households that Receive Trash Service Provided by the Municipality	Point Value Basic Level 1-9 pts.	Point Value Advanced Level ≥ 10 pts. or RDP EJ Populations
0 - 1,999	$245	$350
2,000 - 4,999	$420	$600
5,000 - 7,499	$770	$1,100
7,500 - 9,499	$910	$1,300
9,500 - 12,499	$1,260	$1,800
12,500 - 16,999	$2,100	$3,000
17,000 - 24,999	$2,450	$3,500
25,000 - 31,999	$2,800	$4,000
32,000 - 99,999	$4,550	$6,500
100,000 +	$7,000	$10,000

7. Program Criteria: The Municipality, through its RDP application, certifies that all points earned are for programs that were in place between July 1, 2021 and June 30, 2022 and that these programs fully meet the performance standard set forth in the *2022 Details: Recycling Dividends Program guidance document.*

8. Use of Funds: RDP Payments shall be expended on activities and programs listed on the Approved Spending Categories for Recycling Dividends Program and Regional Small Scale Initiative Funds, *to* enhance the performance of the Municipality's waste reduction programs. Use of a dedicated account is recommended. Funds may be carried over to future years and accumulated to fund a larger eligible expense or project. Planned use of funds shall be noted on the Annual RDP Spending Report. However, MassDEP may delay future RDP payments if municipality is not expending funds.

9. Record Keeping: The Municipality shall be responsible for keeping documentation (i.e. proof of purchase in the form of an invoice which lists the vendor name and address, item purchased, item price, number of items purchased and shipping costs if any) by calendar year, of how RDP funds were expended and the remaining balance of RDP funds. MassDEP may conduct record audits to ensure compliance with this Contract.

10. Reporting: By February 15th of each year, for the duration of the Contract, the Municipality shall submit the annual Recycling and Solid Waste survey and the RDP Spending Report through its ReTRAC Connect™ account. Submission of the Annual Notification of Buy Recycled Policy as described in condition 5. above is also required. Failure to comply with these reporting requirements will result in the loss of one RDP point and may jeopardize future grant awards and RDP payments.

11. Environmental Compliance: The Municipality understands receipt of RDP funds from MassDEP does not in any way imply that the Municipality is in compliance with applicable environmental regulations. This Municipality shall not be construed as, nor operate as, relieving the Municipality or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals. The Municipality's facility(ies) are subject to inspection at any time by MassDEP and noncompliance with applicable environmental regulations may result in formal enforcement actions, including penalties.

12. Addendums: Should MassDEP award additional RDP funds, an addendum to the Contract shall be provided to the Municipality. The same terms and conditions apply to the addendum.

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SIGN AND RETURN THIS DOCUMENT TO MASSDEP VIA EMAIL

13. RDP Payment Calculation:
The Municipality's payment has been calculated as follows:
(NET RDP POINTS EARNED) x (VALUE OF EACH POINT)

a. Bulky Items	0
b. Center for Hard to Recycle Materials	2
c. Curbside Recycling Regulation	0
d. Diversity, Equity, and Inclusion	0
e. Household Hazardous Waste	2
f. Organics	1
g. Recycling Center Access	1
h. ReUse Programs	2
i. Solid Waste Reduction	0
j. Textile Recovery Initiative	1
k. Outreach and Education	1
l. Yard Waste	2
TOTAL RDP POINTS EARNED	12
POINT DEDUCTED DUE TO LATE SUBMISSION	N/A
NET RDP POINTS EARNED	12
VALUE OF EACH POINT	$1,300
RDP PAYMENT AMOUNT	$15,600

IN WITNESS WHEREOF, MassDEP and the Municipality hereby execute this Contract.

COMMONWEALTH OF MASSACHUSETTS

By: _____ _____
John Fischer, Deputy Division Director **Date**
Bureau of Air and Waste
Department of Environmental Protection

City of Melrose
Municipal Official(s) Authorized to sign: **Mayor, Director DPW, Assist DPW Director, Admin Finance**

By: _____ _____ _____
Signature **Title** **Date**

_____
Print Name

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DEPARTMENT OF PUBLIC WORKS
Administration & Engineering–Water–Sewer–Facilities
Park & Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

From: Elena Proakis Ellis, P.E., Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant Auditor
Margot Fleishman, Director of Strategic Initiatives
James Troup, Assistant DPW Director – Administration & Finance
Alison Beucler, Environmental Outreach Coordinator

Date: November 16, 2022

Re: Mass DEP Recycling Dividends Program Grant

As a result of our annual application to the Massachusetts Department of Environmental Protection, the City of Melrose Department of Public Works Solid Waste and Recycling team is proud to report that we have qualified for and received an award of $15,600. Due to the efforts of our current Environmental Outreach Coordinator and her predecessor, this is an increase of $3,900 over last year's award. Congratulations and thank you go to Lisa Scott and especially to Alison Beucler.

As part of the application process, the City of Melrose identifies all of the recycling initiatives that are part of our operation and available to the residents. These practices qualify us for points that are the criteria to determine the amount of the award available to the City. The maximum available is $33,800. Every effort is being made to achieve that goal.

The City achieved points for our efforts toward Organics collection, a Re-Use program (ex. Zero Waste Days), Yard Waste operations, Household Hazardous Waste and CHaRM (Center for Hard to Recycle Materials) events, Outreach and Education efforts, Recycling Center Access (City Yard drop-off), and Textile diversion. Each point was worth $1,300.

This award goes a long way to supplement our operating budget and is 100% dedicated to our recycling effort. The money is used to purchase needed supplies and educational materials, and to fund the services that drive recyclable materials out of the trash stream. The desired goal includes reduced costs on our curbside trash collection, less contamination in our recycling materials, and increased sustainability.

We formally request acceptance of this grant award of $15,600 from the Mass DEP for our Recycling Dividends Program. Funds will be deposited into our Solid Waste and Recycling revolving account that has been set up by the City Auditor. There is no cost or encumbrance required to enter into this agreement and there will be no effect on the FY23 or FY24 Operating Budget.

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Massachusetts Department of Environmental Protection
Bureau of Waste Prevention
Sustainable Materials Recovery Program

Checklist for Recycling Dividends Program Grant Award

This document contains important grant deadlines and requirements

STEP ONE: EXECUTING THE CONTRACT

It is the responsibility of the municipal Recycling Contact to ensure that the RDP Contract is signed by an **individual currently holding one of the Titles** listed on the Authorized Signatory Listing form, which your municipality filed with MassDEP in 2022. If the person(s) listed on the form has changed (for example, a new Mayor has been elected), the municipal official with the same title may sign the RDP Contract and a new Authorized Signatory Listing form **IS NOT REQUIRED**.

Please sign and email the RDP Contract to wilfred.mbah@mass.gov for processing of payment no later than **January 15, 2023 or funds may be forfeited.** Acceptable forms of signature are:

1. Traditional "wet signature" (ink on paper, scan, and email).
2. Electronic signature that is either hand drawn using a mouse or finger if working from a touch screen device; or
3. Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.

STEP TWO: TRACK EXPENDITURES BY APPROVED EXPENSE CATEGORY

- This is not a reimbursement-based grant. Your award payment will be processed as soon as the RDP Contract is returned.
- However, you are required to keep track of approved expenditures, by expense categories. Please review the list of Approved Spending Categories to determine the appropriate category. Items/activities are listed in the category deemed most appropriate in cases where there is overlap.
- Be prepared to be audited.

STEP THREE: REPORT EXPENDITURES AND REMAINING BALANCE

- The municipality is required to report all expenditures from the previous calendar year no later than February 15th.

Contact Wilfred Mbah with any questions.

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Ghobrial, Andrew

From: Grigoraitis, Jennifer
Sent: Monday, December 19, 2022 5:45 PM
To: Ghobrial, Andrew
Subject: Fw: PEG cable access appropriation

can you add this to the order when you have a chance? Apologies I thought I sent this earlier but apparently it didn't go through.

Jen Grigoraitis, *she/her/hers*
Ward 6 Councilor, City of Melrose

From: Phillips, Shannon <sphillips@CityofMelrose.org>
Sent: Friday, December 16, 2022 2:57 PM
To: Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Cc: Golden, Kerriann <kgolden@CityofMelrose.org>; *Mayor Brodeur <pbrodeur@CityofMelrose.org>
Subject: RE: PEG cable access appropriation

Also as a quick point of clarification, pursuant to the federal Cable Communications Policy Act a municipality may request a maximum of 5% of the cable operator's (Comcast /Verizon) annual gross revenue from operating in the municipality- hence the reason for the 5% requirement in both licenses.
Thank you.

Shannon T. Phillips
City Solicitor
City of Melrose
562 Main Street
Melrose, MA 02176
(781) 979-4184

From: Phillips, Shannon <sphillips@CityofMelrose.org>
Sent: Friday, December 16, 2022 12:47 PM
To: Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Cc: Golden, Kerriann <kgolden@CityofMelrose.org>; Mayor Brodeur <pbrodeur@CityofMelrose.org>
Subject: RE: PEG cable access appropriation

Good afternoon Jen:

Thank you for your email.

Under Massachusetts General Laws chapter 166A section 1, the Mayor is the Issuing Authority of cable licenses for the City of Melrose. These license agreements require 5% of annual gross revenues to be paid by the providers (Comcast and Version) to the Issuing Authority (or PEG Access designee) for PEG Access Channel operating support or other PEG

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Access Channel costs and expenses. By law, the allocation of these funds is at the discretion of the Issuing Authority -i.e. choosing the % split between MMTV and the schools is at the Mayor's discretion and not the subject of a signed agreement.

Rather, per precedent set by previous administrations since at least 2013, 4% has been allocated from these funds to go to MMTV and 1% to the City- this 1% as I understand it has historically gone to the schools once received (see the attached letter from Mayor Dolan indicating these % splits).

Since June of 2019, given the new regulations put in place requiring Council appropriation, the 5% has been paid into the PEG Access Cable Fund set up pursuant to M.G.L. c. 44, s. 53 ¾ to be spent for PEG Access purposes, and appropriations from that fund have been requested. The current administration is using the same % split allocation of funding as used in recent years in the City.

As an FYI, the Order you reference below is the 7th time (since June of 2019) City Council is being asked to appropriate funds from this account using the same % splits between MMTV and Schools.
Thank you.

Shannon T. Phillips
City Solicitor
City of Melrose
562 Main Street
Melrose, MA 02176
(781) 979-4184

From: Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Sent: Thursday, December 15, 2022 4:25 PM
To: Phillips, Shannon <sphillips@CityofMelrose.org>; Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>
Subject: PEG cable access appropriation

Hi Shannon & Patrick,

Order 2023-43, appropriation of the PEG cable access fund, is before the A&O comm on Monday night. The order states:

An Appropriation from the PEG Access Cable Fund (#2922) in the amount of $225,558.03 to MMTV and $56,389.51 to Melrose Public Schools for fees received year to date. The receipts requested for appropriation represent MMTV's 4.00% and Melrose Public School's 1.00% of the City of Melrose PEG Access Agreement. Fund 2922 was established by Council Order on 6/17/19 Order 2019-109 and under MGL Chapter 44 Section 53F 3/4.

Can you confirm how the percentage split between it and MHS for these funds is determined? And how this is negotiated/documented? I am trying to understand if the City plays any formal role in this, either be determining the split or signing an MOU or other agreement.

Thanks,

Jen

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Jen Grigoraitis, *she/her/hers*
Ward 6 Councilor, City of Melrose

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CITY OF MELROSE **Human Resources Department**

Polina Latta
Director
Platta@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
(P) 781-979-4146
(F) 781-979-4246

To: President Chris Cinella
Melrose City Council

From: Polina Latta, Human Resources Director

Re: Compensation and Classification Study

Date: October 12, 2022

In FY22 the City of Melrose hired a Human Resources Services, Inc. (HRS) to perform a comprehensive classification and compensation study of approximately 70 non-union positions including department heads and staff, which has not been done since 1988. The goal of this initiative was to invest in the City's role as an employer, and modernize and standardize our pay practices for non-union Managers and staff to provide for meaningful progression and promotion while ensuring compliance with the Fair Labor Standards Act and the Mass Pay Equity Act.

The study involved updating the job descriptions, classifying positions according to a uniform point analysis standard, surveying the market of comparable municipalities as needed to determine representative rates of compensation, and developing and recommending a new compensation and classification system for the non-union group of positions.

Based on internal and external equity, the study recommended replacing the current multiple non-union plans with one consolidated compensation and classification plan for the non-union positions. The proposed pay plan supports pay equity and hierarchy based on skill and job requirements. It consists of 23 pay grades and ten steps in each grade with minimum and maximum salary and 2% between steps. HRS recommended continuing the policy on pay steps for easier maintenance and consistency of the plan. The pay ranges targeted the 75th percentile of market, which was necessary in order to remain competitive as compared to other municipalities in Massachusetts.

This is a base salary plan and does not include compensation for stipends, cost-of living, benefits, or other compensation. For initial placement of employees within the plan, the City used the approach of placing at the step closest to but just above their current wage in order to not

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reduce the pay of any current employee. For employees whose salary was below the minimum of the pay range efforts were made to bring it into the range. To maintain fairness, it was recommended that should an employee salary fall above the upper limit of the range the City should maintain that salary and not reduce it.

The proposed pay structure is designed to provide appropriate compensation through the next three fiscal years. As position duties and responsibilities change over time or as new positions emerge, the consultant has furnished a tool to evaluate and measure the position against a common set of criteria in a systematic and objective manner to rank the job in the appropriate grade of the compensation structure.

In order to ensure that pay levels remain equitable and competitive the City was advised to maintain the current plan by applying cost-of-living increase across the entire compensation structure periodically, as determined by the administration, or the new compensation structure will become outdated, and the City will have difficulty recruiting talent, as we have witnessed in the past.

Therefore, we are requesting an appropriation in the amount of $167,310 (One Hundred Sixty-Seven thousand, three hundred and ten dollars) to fund the HRS compensation study. The requested appropriation is from the following accounts $159,784 from the Contract Stabilization fund (84042-590000), $3,763 from Sewer, Reserve for Retained Earnings (84152-590000) and $3,763 from Water, Reserve for Retained Earnings (84162-590000) to various salary and wage lines as set forth herein.

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Ghobrial, Andrew

From: Golden, Kerriann
Sent: Friday, October 28, 2022 12:42 PM
To: Grigoraitis, Jennifer
Cc: Dello Russo, Patrick; Phillips, Shannon; Latta, Polina; Ghobrial, Andrew; Cinella, Christopher
Subject: RE: Request for additional documentation for orders 2023-29, 2023-30, 2023-31
Attachments: 8404ContractStabilizationHistory.pdf; 2006-221 Creation of Contractual Obligations S&W Stabilization Fund.pdf

Good Morning Councilor Grigoraitis,

Patrick and I are providing the information for the questions below that are relevant to our piece. Attached please find a 10 year history of the Contract Stabilization Fund. This fund was established by the Council Order attached 06-221.

-Contract Stabilization was established by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B.
-Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

For orders 2023-30 and 2023-31- Yes, these raises will be retro to the start of Fiscal Year 2023. For the FY 2023 budget, Steps and longevity changes were budgeted. Appropriation Orders 2023-30 and 2023-31 represent the COLA negotiated with both Local 272 Clerical and Local 272 Laborers.

Thanks
Kerri
Assistant City Auditor
City of Melrose
562 Main Street
Melrose, MA 02176

From: Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Sent: Monday, October 24, 2022 11:27 AM
To: Latta, Polina <platta@CityofMelrose.org>; Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Phillips, Shannon <sphillips@CityofMelrose.org>
Cc: Ghobrial, Andrew <aghobrial@CityofMelrose.org>; Cinella, Christopher <ccinella@CityofMelrose.org>
Subject: Request for additional documentation for orders 2023-29, 2023-30, 2023-31

Good morning,

My understanding is that some combination of the three of you will be before the Appropriations & Oversight Comm to speak to these three orders. In advance of that meeting (which I know Andrew is working to get scheduled), I would like to receive the following additional information:

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- ten-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement)
- Copy of the compensation study completed by the consultant any any related documents
- A list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act
- List of all positions by job title and department slated to be adjusted under the 2023-29 funding request
    - For these positions, total current annual compensation, inclusive of stipends, COLAs ,and any other monetary compensation paid out of all City funds (operating and enterprise)

Additional questions (that I am happy to discuss beforehand and also anticipate asking in the meeting):

- What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above?
- Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why?
- Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract. When was this contract settled? Are these raises retro to the start of the fiscal year? Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

Thank you.

Best,

Jen

Jen Grigoraitis, *she/her/hers*

Ward 6 Councilor, City of Melrose

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Established Council Order 06-221 in accordance with MGL Chapter 40, Section 5B		
8404 Contract Stabilization		
Detail	**Description**	**Funding Orders**
Opening Balance Fiscal year 2013		
2014-74	Clerical - 1 Year	(17,104.23)
2015-102	Library 1 Year	(12,343.95)
2016-55	Laborers 1 Year	(73,241.53)
2016-56	Laborers 1 Year Cemetery	(19,718.89)
2017-39	Fire 2 Years	(369,520.22)
2017-36	Clerical - 1 Year	(9,593.40)
2017-109	Patrol 2 Years	(213,259.09)
2018-55	Library 1 Year	(13,000.00)
2018-152	Fire 1 Year	(103,750.00)
2019-52	Police 1 Year	(101,827.00)
2020-17	City Solicitor - Liquor Commission stipend	(5,000.00)
2020-18	Clerical - 1 Year	(61,138.14)
2022-42	Fire - 2 Years	(317,693.00)
		(1,317,189.45)

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CITY OF MELROSE

In Board of Aldermen

June 5, 2006

AN ORDER

06-221 Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

Offered by Mayor Robert J Dolan

BE IT ORDERED

that, the creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" Number 8404, in accordance with Massachusetts General Laws Chapter 40, Section 5B be, and hereby is passed.

PASSED

JUN - 5 2006

President of the Board of Aldermen

APPROVED

JUN - 7 2006

MAYOR

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CITY OF MELROSE

Melrose, 25 June 2006

The Committee on Appropriations

To Which Was Referred Paper No. 06-221

Entitled Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

REPORTS as Follows: that it recommends passage of the Order.

For the Committee Robert A. Boisselle

Robert A. Boisselle *Chairman*

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CITY OF MELROSE

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
Mayor

Telephone: (781) 979-444
Fax: (781) 662-218

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

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GUIDELINES:

I. MULTIPLE STABILIZATION FUNDS

A. Creation of Funds

Stabilization funds may be created for one or more different purposes. G.L. Ch. 40 §5B. A fund may be created for a broad category of spending purposes, *e.g.*, any lawful purpose, capital budget purposes or purposes for which the community may borrow money. It may also be created for a specific purpose or project, *e.g.*, acquire a new fire truck or undertake a particular school construction project.

Creation of a fund requires a two-thirds vote of the legislative body of the city, town or district. The vote must clearly define the purpose(s) of the fund.

B. Pre-existing Fund

Any pre-existing stabilization fund balance should continue to be treated as a reserve for any lawful purpose, *i.e.* a "general" stabilization fund. The city, town or district can reallocate or earmark all or part of that balance to any new stabilization funds it creates by a vote to transfer monies from that "general" stabilization fund to the newly created fund. See Section I-D below.

C. Changing Fund Purpose

The purpose of a stabilization fund may be changed at any later time by a two-thirds vote of the legislative body. For example, if a community had established a fund in order to reserve monies to acquire a new fire truck and a balance remains after the purchase, the legislative body could vote to change the purpose to meet some new savings objective.

If a Proposition 2½ levy limit override was approved for the purpose of funding the particular stabilization fund, however, the city or town must also follow the referendum procedure explained in Section II-C below to be able to change the fund purpose and then continue using the additional levy capacity resulting from that override in future years.

D. Appropriations and Transfers

Appropriations into and from any stabilization fund require a two-thirds vote of the legislative body.

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CITY OF MELROSE

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
Mayor

Telephone: (781) 979-44
Fax: (781) 662-21

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

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PUBLIC HEARINGS

Public Hearing Set _____

Melrose Free Press _____

MMTV _____

Public Works Notified _____

Utilities Notified _____

Abutters Notified _____

Post Call _____

Invoice _____

LICENSES

Sent	Fire	O	CORI	O
	Building	O	Health	O
	Wts. & Meas.	O	Police	O
Rec'd	Fire	O	CORI	O
	Building	O	Health	O
	Wts. & Meas.	O	Police	O
	Class II Bond	O		

Workers Comp Affidavit O

CLAIMS

Auditor	O	City Solicitor	O
Public Works	O	_____	O
_____	O	_____	O

emailed to department heads ●

Ordinances changes:

Mailed to General Code O

Copy to Book O

APPOINTMENTS

Letter 0 Oath O

№ 06-22/ original date May 15, 2006

In Board of Aldermen

Referred to Committee on

Appropriations

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

JUN 05 2006

Passed as amended	☐	Passed	☑
Rule _____ suspended	☐	Defeated	☐
Immediate consideration	☐	Place on file	☐
Reconsideration defeated	☐	Reconsidered	☐
Leave to withdraw	☐	Tabled	☐
Granted, adopted, confirmed	☐	Recommitted	☐
		Null & Void	☐

Ordained Roll Call 10 Yea O Nay

Mary Rita O'Shea
Clerk

Aldermen	Yea	
Boisselle	—	
Brodeur	✓	
Buonopane	✓	
Conn	✓	
Forbes	✓	
Heavey	✓	
Mortimer	✓	
Seaboyer	✓	
Tramontozzi	✓	
Wright	✓	
Infurna, Pres.	✓	

TOTAL	10	0

CITY OF MELROSE
TOWN OF MELROSE
EXPLORED 1629
CHARLESTOWN 1629
POND FEILDE 1638
MALDEN NORTH END
1649
INCORPORATED 1850
INCORPORATED 1900

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FY23 CLASSIFICATION PLAN City of Melrose Grade / Position
6
No Positions Assigned
7
No Positions Assigned
8
Administrative Assistant-PT (Veterans, Recreation, Police)
Event Operations Assistant - Memorial Hall
Pine Banks Laborer
9
Animal Control Officer - PT
Assistant Parks Superintendent
Human Resources Assistant
Program Coordinator - MA in Motion
Program Coordinator - Tobacco/Alcohol
Recreation Coordinator
10
Assistant to the Director of Inspectional Services
Executive Assistant to City Solicitor
Executive Office Manager - Police
Finance Administrator - Fire Dept./Public Safety
Milano Center Manager (COA)
11
Assistant City Clerk
Clerk of Committees
Finance Manager (Auditing)
Public Health Specialist
12
Cemetery Administrator
Communication and Community Outreach Coordinator
Emergency Management Director
Local Building Inspector (Certified)
Plumbing and Gas Inspector
Sealer of Weights and Measures
Project Engineer
Water-Sewer Administrator (Billing)
Wiring Inspector
13
Assistant Library Director/Head of Technical Services
Assistant Treasurer
Building Systems Supervisor - DPW
Human Resources Coordinator
Project/ Systems Administrator
Senior Planner
Sustainability Manager
Systems Analyst IT (city and schools) - networks/databases

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FY23 CLASSIFICATION PLAN City of Melrose Grade / Position
14
Veterans Services Director (Regional Position)
15
Director of Economic Recovery and Business Development
16
Assistant Director of IT
Executive Director Melrose Memorial Hall
City Clerk
17
Deputy City Engineer
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)
Recreation Director
Superintendent of Parks (Mount Hood. Golf Course,Open Space)
18
Assistant Auditor
Council on Aging Director
Executive Director - Melrose Retirement System
Facilities Manager - City and Schools
Operations Manager - DPW
19
Assistant Director - DPW Administration and Finance
Chief Assessor
City Engineer
Director of Community Development and Planning
Director of Inspectional Services/Building Commissioner
Director of Strategic Initiatives and Communications
Health Director (Regional)
Library Director
Treasurer/Collector
20
Assistant City Solicitor
21
Chief Information Officer (city and schools) / IT Director
Human Resources and Labor Relations Director
22
No Positions Assigned
23
Chief Financial Officer and City Auditor
City Solicitor - Labor Counsel
Director of Public Works

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MELROSE CONSOLIDATED CNU PROPOSED FY2023 PAY PLAN

Step / Grade	1	2	3	4	5	6	7	8	9	10
8	20.91	21.33	21.76	22.20	22.64	23.09	23.55	24.02	24.50	24.99
9	27.54	28.09	28.65	29.22	29.80	30.40	31.01	31.63	32.26	32.91
10	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79
11	34.75	35.45	36.16	36.88	37.62	38.37	39.14	39.92	40.72	41.53
12	38.25	39.02	39.80	40.60	41.41	42.24	43.08	43.94	44.82	45.72
13	40.80	41.62	42.45	43.30	44.17	45.05	45.95	46.87	47.81	48.77
14	42.84	43.70	44.57	45.46	46.37	47.30	48.25	49.22	50.20	51.20
15	44.68	45.57	46.48	47.41	48.36	49.33	50.32	51.33	52.36	53.41
16	48.96	49.94	50.94	51.96	53.00	54.06	55.14	56.24	57.36	58.51
17	50.75	51.76	52.80	53.86	54.94	56.04	57.16	58.30	59.47	60.66
18	52.79	53.84	54.92	56.02	57.14	58.28	59.45	60.64	61.85	63.09
19	54.88	55.97	57.09	58.23	59.39	60.58	61.79	63.03	64.29	65.58
20	57.63	58.78	59.96	61.16	62.38	63.63	64.90	66.20	67.52	68.87
21	62.99	64.24	65.52	66.83	68.17	69.53	70.92	72.34	73.79	75.27
22	66.10	67.42	68.77	70.15	71.55	72.98	74.44	75.93	77.45	79.00
23	75.07	76.57	78.10	79.66	81.25	82.88	84.54	86.23	87.95	89.71

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HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
Andover, Massachusetts 01810
www.hrsconsultinginc.com

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CITY OF MELROSE, MASSACHUSETTS

COMPENSATION AND CLASSIFICATION STUDY
Non-Union Positions

FINAL REPORT

April, 2022

HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
Andover, Massachusetts 01810
www.hrsconsultinginc.com

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April, 2022

Mayor Paul Brodeur
City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

Human Resources Services, Inc. (HRS) is pleased to present this ***Compensation and Classification Study for Non-Union employees*** to the City of Melrose, MA. This report represents the culmination of a detailed position classification and compensation review for all non-union employees engaged in a variety of municipal work activities. This report, along with the Organizational Needs Assessment Report submitted separately provides the City of Melrose with the totality of the analysis as it was conducted for the City. The City had made the decision that the two elements (comp/class and organization review) of the consulting engagement should be developed for better efficiency and implementation.

In particular, we wish to thank the Human Resources and Labor Relations Director, the Chief Financial Officer/Auditor, Mayor's staff, and non-union employees and managers who have contributed significantly to this effort. Employee input through forms and on-site interviews, as well as comments and suggestions received, made a valuable contribution to the study. We greatly appreciate everyone's ability to meet with us and provide information in a timely manner. HRS will remain available

to answer any procedural questions the City may have in the implementation of the study's recommendations. While this is a final report, we will remain available to make any modifications needed to make this a useful tool for the City.

Very truly yours,

Sandy

Aleksandra E. Stapczynski
President

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HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
Andover, Massachusetts 01810
www.hrsconsultinginc.com

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CONSULTANT TEAM

Aleksandra (Sandy) Stapczynski, Project Manager and Principal Consultant

Reginald (Buzz) Stapczynski, Management Consultant

Barbara Wooten, Management Consultant

Tony Torrisi, Management Consultant

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CITY OF MELROSE, MASSACHUSETTS COMPENSATION AND CLASSIFICATION STUDY FOR NON-UNION

I. Introduction

A. Scope of Services

The City of Melrose, MA retained Human Resources Services, Inc. to conduct a comprehensive compensation and classification study of Non-Union Positions. This study was commissioned to examine the responsibilities, work performed, and market pay rates for each position included in the study. In general, the study involved developing new job descriptions, classifying those positions according to a uniform point analysis standard, surveying the market of comparable municipalities and other organizations as needed to determine representative rates of compensation, and developing and *recommending* a new compensation and classification plan and system for the non-union group of positions.

The objectives of the study were to:

- Develop a job evaluation system that would encompass all non-union positions and ensure that compensation levels were both internally equitable and externally competitive.
- Develop for the City the necessary guidelines for administering compensation on an ongoing basis to ensure that pay levels remain equitable and competitive.

In scope, the study included all non-union positions (approximately 70 in number). Another approximate dozen positions were evaluated for

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compensation only for the organizational review and staffing needs.

HRS' approach to the study was comprehensive. The study began by collecting job content information for those positions to be evaluated. Job content evaluation factors and appropriate factor weightings were prepared and analyzed. The evaluation process involved a comparative approach where each position was compared to all others on each evaluation factor, one factor at a time.

A grade structure was developed by tabulating competitive data for the benchmark positions and studying trends in the market. A tentative pay structure and classification listings were presented to the City for their consideration. Employee listings comparing each individual's salary to the proposed structure and associated implementation costs were prepared for Finance.

This report is prepared for the City to document in detail the procedures for position evaluations and gradings and development of the salary structure. It also sets forth the recommendations for the implementation and ongoing administration of the system.

Through the consultant teams evaluation comparing both market data and job ratings point totals, it was determined the appropriate number of salary levels needed to clearly differentiate varying levels of job value. Twenty-three salary levels emerged as a suitable number for the City to develop a new consolidated non-union compensation and classification plan. Positions were assigned to a salary grade level on both the basis of its total point scores, and the external job market.

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A position compensation and classification plan is an essential component of a total personnel administration program. The perception that the compensation plan is objective and fair in its assignment of pay to individual positions lends credibility to the organization's entire personnel system. This study and its recommended plan is derived from a systematic, formalized and objective method for developing equitable job groupings and compensation levels for all positions covered. An underlying assumption is that all positions and individuals should receive "equal pay for equal work." However, the initial implementations of the recommended plans are not the final steps in achieving job equity. Rather it establishes a uniform point of beginning from which to regularly review and ensure that decisions regarding position requirements and compensation accurately reflect the organization's current service needs and the performance of employees. Each new position established and adjustments to the plan need to be done in a consistent manner to maintain the plan's integrity and relevance.

According to the Massachusetts Employment Pay Act, (MEPA), employees doing equal work should be paid equally. Our methodology and system addresses the major components required of MEPA. For work to be equal or comparable, it must involve substantially similar skill, effort, and responsibility, and be performed under *similar* working conditions, but are not necessarily identical or alike in all respects. The requisite requirements or skill includes an employee's experience, training, education, and ability to perform the jobs. An employee's skill must be measured in terms of the performance requirements of a job, that is why it is important to always ensure that the job descriptions are up to date and accurate so employees know what is expected of them in their jobs. Effort refers to the amount of physical or mental exertion needed to perform a job. Finally, responsibility encompasses the degree of discretion or accountability involved in performing the essential functions of a job.

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For maximum effectiveness, the relationship between consultant and client must be a cooperative effort. While Human Resources Services assumes responsibility for all final recommendations, client input has been actively sought, carefully weighed and incorporated into the report whenever possible and appropriate.

B. Specific Study Process

This project included the following steps:

- *Organizational Meeting* with Mayor, HR Director, and Finance to discuss the goals and objectives of the study; and to orient top executives on the process and methodology that would be used.

- Several *Orientation Meetings* with employees and managers to explain project activities, objectives, methodology. Position Analysis Questionnaires were distributed to employees at these orientation sessions. The meetings also gave everyone an opportunity to meet HRS consultants and to ask questions.

- A thorough *Job Analysis Process* which involved reviewing position duties and responsibilities (essential functions) and requisite requirements of the job, utilizing position analysis questionnaires and on-site interviews with all employees.

- Preparation of updated *Job Descriptions* with review and comment from employees, managers and HR staff. The client had an opportunity to

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thoroughly review the draft job descriptions.

- A thorough *Job Evaluation Process*. Position rating and ranking utilizing HRS' rating manual.

- Development of a *Classification Plan*. Position assignment to grades based on a system of objective evaluation.

- Thorough *Market Analysis* using primarily comparable municipal organizations jointly selected by the City of Melrose and HRS.

- Establishment of *Compensation Schedule* using comparative wage data as a general guide.

- Several *meetings in person and through telephone conference* with the *Chief Financial Officer and Human Resources Director* to discuss pay policies and review draft work products (i.e. job descriptions, classification plan, salary schedule, comparative data, ratings, and other related project documents).

- General guidance on *Implementation*.

- Final *Presentations* to the City and employees shall be given upon request of the City. Based on any additional information received, HRS shall make adjustments as appropriate and amended the Final recommendations.

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- Final preparation of *Report* to the City of Melrose with explanation of recommendations and methodology.

The following documents have been prepared for the City of Melrose:

- Proposed Position Titles
- Proposed Classification Plan
- Proposed Compensation Plan
- Compensation Comparisons Chart
- Market Data Analysis
- Placement and Costing out of Compensation Plan
- Position Analysis Question (PAQ)
- Updated Job Descriptions for each Position
- Evaluation Materials and Documents
- HRS Position Rating Manual

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II. Job Descriptions

A. Preparing the Job Descriptions

One major aspect of this study involved the development of updated job descriptions. Through the job analysis process, HRS discovered that many of the current job descriptions were outdated and there was no consistent format for descriptions. HRS' proposed job descriptions are submitted to the City of Melrose as part of this final report; they are provided in electronic Word format only. They also provide the necessary language to aid in recruiting minority employees, as the City has made diversity and inclusion a major emphasis in all recruitment efforts.

In addition to assisting with the development of job analysis and classifications, good descriptions produce many other important benefits. These job descriptions emphasize the purposes of each position and the types of results which each incumbent is expected to produce. Representative examples of the work performed and minimum qualification requirements are listed. These job descriptions are small but important components of more comprehensive personnel, organizational and administrative systems or plans. They can and should be used not only for recruitment and promotion, but as tools to assist in the administration of the City. They help define initial expectations, provide fundamental building blocks for administering compensation systems, and give additional definition to organizational charts. Because they focus on purposes and results, they can and should be used when developing employee objectives, performance plans and performance appraisals.

The job descriptions presented to the City are up-to-date, clear, and identify the duties of each position, as well as the education, experience, training, knowledge, ability, and skills, and competency levels required.

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B. The Significance of Job Descriptions.

Today, job descriptions have become more important than ever. Although employers are not required by law to have written job descriptions, there are many laws that impact the employer-employee relationship and having job descriptions can help the organization comply with those regulations. There are federal laws such as the Fair Labor Standards Act (FLSA) that impact employees. Other laws, such as federal discrimination statutes, prohibit discrimination against various protected classes. Because job descriptions document the duties and qualifications of a job, they can help support why one applicant was qualified and another was not, why one position pays more than another, or why an employee is terminated for poor performance.

Under the ADA, job descriptions, particularly the lists of duties and responsibilities, take on new significance. The purpose of the ADA is to ensure that individuals *with* disabilities be given the same consideration for employment that individuals *without* disabilities are given. Essential functions are the primary or fundamental job duties intrinsic to a position, that is, the duties that are essential to achieving the objectives of the job. Related to the essential functions or duties are the tools and equipment used to perform the essential job functions, the physical demands of the job duties, and the work environment in which the duties are performed.

The new job descriptions include: (1) prerequisites for each position, including the physical needs, knowledge, ability, and skill, education, training and experience; (2) essential job functions; and (3) work environment. All job descriptions should be reviewed and updated periodically to ensure accuracy. Positions can change for many reasons: (1) an incumbent starts assuming more responsibilities in addition to the duties in the job descriptions, (2) staff changes, (3) changes in procedures and

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processes, (4) new technology, tools, or machines, (5) external regulations or legislation, (6) reorganizations, (7) new supervisor or manager.

In short, the process of developing accurate and uniform job descriptions forces the employer to analyze each position and to identify the position's necessary qualifications (the "requisite skill, experience, education, and other job-related requirements"), as well as to determine the position's "essential functions."

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III. Classifying and Compensating Positions

A. The Classification Plan

It is important to consider the objectives of (1) **Job Analysis** and (2) **Job Evaluation** when reviewing the proposed classification plan. Building the classification plan involved both job analysis and job evaluation.

Of critical importance in the process of reviewing jobs are the inherent job factors and the particular skills or quality of work required of the position. A thorough **Job Analysis** produces, in general, five kinds of basic information to aid in this process:

1. *nature of the work* (e.g., essential functions and purpose/objective of the position)

2. *level of the work* (e.g., degree of complexity and accountability)

3. *job requirements* (e.g., the knowledge, skills, abilities and other special requirements/characteristics needed to perform the job)

4. *job qualifications* (e.g., minimum education, training and experience needed to qualify)

5. *working conditions* (e.g., the psychological, emotional and physical demands placed on employees by the work environment).

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Information about each position studied was obtained through detailed position analysis questionnaires (PAQ) and employee interviews. Employees were asked to describe their positions in detail on the PAQ form. Examples of information requested from the PAQ included: job summary, essential functions, education, training and certifications, knowledge, ability, skill, experience, physical requirements, supervisory responsibilities, and technologies and equipment used. Finally, interviews were conducted to clarify and augment the employees' questionnaire responses.

Job Evaluation is a process that establishes the relative value of jobs within an organization. There may be several reasons for carrying out this process; the main ones are: (1) to establish the correct rank order or groupings of jobs, (2) to establish the relative distance between jobs within the ranking, (3) to provide an objective measurement of job size for comparison with other jobs and enable salary comparisons to be made.

Job evaluation is the process whereby positions are analyzed, measured and compared against a common set of criteria in a systematic and objective manner. Job evaluation does not produce a rate of pay. Rather, it produces a ranking of jobs in terms of "job content" around which a salary structure can be established. Similarly, the evaluation process does not measure an individual's performance. The evaluation looks at the job, not the job holder; it assumes that the job is being performed to a fully acceptable standard and that all the identified requirements of a job are being met.

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Using a point-factor evaluation system, positions were rated by the consultants and then ranked and assigned a grade. Fourteen rating factors were used to rate all of the positions. These factors, detailed in HRS' Municipal Position Classification and Rating Manual, measured the requirements of each position in various areas. The following are a listing of each rating factor. The manual describes each factor in great detail and by degree.

1. Physical Environment
2. Basic Knowledge, Training and Education
3. Problem Solving Skills and Effort
4. Physical Skills and Effort
5. Experience
6. Interactions with Others/Customer Service
7. Confidentiality
8. Occupational Risks
9. Complexity
10. Supervision Received
11. Supervision Given
12. Supervision Scope
13. Judgment and Initiative
14. Accountability

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As mentioned previously, job rating is not synonymous with performance evaluation. The position, not the incumbent, is evaluated, assigned points and a grade derived. One of the best information sources for rating a position is a current and relevant job description and/or a recently completed PAQ which is why these should always be completed early in the process. The process described in HRS' Municipal Position Classification and Rating Manual increases the uniformity and objectivity in the application of judgments about positions and the groupings of positions. This process can be used to update the proposed classification plan, to determine how to place new positions on the plan, and to re-grade a current position with adjusted duties to a different grade. Samples of the *Position Rating Summary Sheet* are included in the Manual along with the *Points Assigned to Factor Degrees*. A custom *Grade Determination Scale* was developed for the City of Melrose.

B. Market Survey and Developing the Compensation Plan

Human Resources Services, Inc. conducted a thorough salary survey and market analysis to determine the market competitiveness for positions included in this study. To measure the pay rates among competitors for these positions, HRS distributed custom survey documents to comparable municipal organizations jointly identified by the City and HRS. For this study, HRS received survey responses from the following Massachusetts municipalities for compensation, benefits and other related information:

1. Arlington
2. Newburyport
3. North Andover
4. Peabody
5. Reading
6. Salem

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7. Saugus
8. Stoneham
9. Wakefield
10. Winchester; and
11. ERI and MMHR Data

The City of Melrose is a well-managed forward-thinking community with a history of a creative and complex organization. The consultant team met with city management/finance and human resources staff to review a draft pay/class plan and to review the market data collected and discuss its meaning. An initial analysis of the market data involved reviewing the average, median, range, 75th percentile and 90th percentile. A comparison was then made to current Melrose salaries for this non-union group of positions.

All of the comparative data is current information and presented on the following pages. Most of the data was collected during the fall of 2021. HRS collected minimum and maximum salary ranges from the comparable organizations. Certain data may have been pro-rated to hourly for comparison purposes only. In each cell, the top number indicates the minimum salary range for each position and the bottom number indicates the maximum salary range for each position. Virtually every organization had some type of a pay/class structure.

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For each position analyzed, data points were collected from the labor market. The data points indicate the amount of salary information for each position surveyed. In some instances: (1) the organization did not have a comparable position; or (2) the consultants determined that the position was not comparable to the position in Melrose. HRS used professional discretionary judgment when comparing positions to the comparable data. If there was less than two data points of salary information for a position, HRS placed more emphasis on the position rating when placing the position on the compensation/classification plan. While this market analysis and information provides the City of Melrose with benchmark salary data to set the parameters for compensation decisions, the client must also consider the "uniqueness" of certain positions in the organization as well as the organization's compensation policies. The compensation and classification plans are attached to this report for your review.

C. Description of Compensation and Classification Plan

Setting the rates of pay for jobs on the position hierarchy results in what is called a "pay structure". When reviewing or developing pay rates, a number of major policy decisions are typically made. For example: How should the City's pay rates compare to the market? How competitive does the City want to be? What type of structure is best for the City; steps, ranges, quartiles, etc. For what does the City want to pay? (i.e. job content, seniority, performance, cost of living, etc.) How does the organization currently pay its employees? The resulting compensation plan must reflect the City's pay policies, the market place, internal job values, and the financial desire of the City to pay at a given level to attract needed talent. It should also ensure internal and external fairness. "Internal" being comparable worth within

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the organization of the classification plan; and "external" being the market to ensure a competitive pay structure.

The proposed compensation and classification plan is presented on the following pages. Pay ranges were set for groups of positions which the consultants determined should be paid equally. There are twenty-three grades for this group and ten steps for each grade. There is 2 percent between each step. The City's current pay structure for the non-union positions includes a variety of pay scales. These were consolidated into one uniform compensation plan, thus making it less complex. This will allow for more equity, especially when hiring new employees. Also the entire pay structure in its entirety has been updated to reflect the market. Comparative data was considered to set the grade parameters, while the classification process controlled the internal assignment of positions to progressive compensation levels. Currently, the City operates within a context of "pay steps" for this group of non-union positions. HRS recommends continuing the policy on pay steps for easier maintenance and consistency of the plan. In general the pay ranges were developed utilizing the salary market data and targeting approximately the 75th of market. It was necessary to target the 75th of market in order to remain competitive as compared to other advanced municipalities in Massachusetts. HRS provided the City with additional benchmark salary data too from its ERI (Economic Research Institute) database of salaries and wages.

The proposed compensation plan is based on current compensation data. This is a base salary plan and does not include compensation for stipends, cost-of-living, benefits, or other compensation. It is up to the City to determine its ability to pay with regards to implementation of this proposed pay plan.

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Those employees falling below the grade range should be brought into the entry level of the grade ranges as soon as possible. The salary schedule should be updated with a cost-of-living for each succeeding fiscal year. The consultants costed the plans in a variety of ways for the finance department, but it is up to the City to determine the policy for implementation. HRS will of course remain available to provide the necessary guidance.

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IV. Implementation and Other Recommendations

The following sections are intended to assist and guide the City of Melrose in implementing the proposed compensation and classification plan for non-union positions. Successful implementation will require a concerted effort by management, employees and city officials.

1. Compensation Structure and Maintenance

   The recommended pay structure contained in this report is designed to provide appropriate compensation through the next three fiscal years. An initial review of the structure would be appropriate by fiscal year 2026, and then subsequent reviews annually. Review of the structures should take into consideration both internal and external conditions.

   The distribution of individual salaries, both by salary level and position within salary level, should be regularly examined to determine whether there is sufficient opportunity for continued salary growth.

   Since organizational arrangements and position duties and responsibilities may change from time to time, it will be necessary periodically to reevaluate existing positions and evaluate new positions.

   It is most important that Melrose regularly audit and review their compensation system to ensure its validity. We believe that Melrose did not do this for some time, and therefore their plans were outdated.

2. Initial Placements for Current Employees

   The placement of two or more positions on a certain grade represents a judgment that those positions should be compensated comparably within the grade range provided. The range is like a scale providing the City with

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the opportunity to make distinctions between employees (not positions) based upon established criteria, applied consistently. These criteria might include job performance, special abilities, experience, longevity, gender-equity, and/or any other factors determined by the City.

For initial placement of incumbents within the plan, the City should assign employees to be placed at the step closest to but just above their current wage/salary in order to not reduce the pay of any current employee. The City should also realize that this minimum approach may not recognize certain distinguishing factors among employees.

3. Salaries Below Pay Range

   If the salary of an employee is below the minimum of the grade range at the time of implementation, every effort should be made to bring it into the range.

4. Salaries Above Pay Range

   To maintain morale and a sense of fairness, HRS recommends the City not reduce the compensation level of any current employee. If an employee's current salary falls above the upper limit of the recommended grade range, then the City should maintain the employee's salary above the maximum for the grade until the employee retires or separates from the City. This is called "red-circling" a position. New employees can be hired at the appropriate lower pay rate. HRS recommends a single administrative policy be adopted and subsequently applied in all cases.

5. Consolidate Classification Plan

   HRS recommends that the City develop one consolidate classification plan as we have proposed in this report for the non-union positions, the multiple

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salary schedules approach based on hire date should be eliminated. One consolidated plan will ensure better internal equity for positions; so the rating point values of grades are the same and consistently applied; and so the pay equity of positions match the requirements of MEPA; and finally the entry pay is similar for those falling on a similar grade. (Currently the City has multiple plans for the non-union.)

6. Vacancies

When a vacancy develops, it is a good time to automatically review the position. This may involve a job analysis and updating the job description and reviewing the market for the particular position. Positions should also be evaluated according to the appropriate rating factors. Point totals should be calculated for each position by adding the point scores from the degree levels achieved under each factor. On the basis of total points, position generally should be assigned to the appropriate salary levels, according to the established salary level point ranges; and also taking into consideration the external market.

7. Salary Plan

HRS has proposed the following:

- Creation of a salary schedule with each grade having a salary range consisting of a minimum and maximum; and series of steps.
- Positioning of the salary structure at the 75th of market.
- Establishment of a competitive salary schedule, particularly for those fields of study that are considered to be in high demand and that may command high salaries in the market (i.e. Finance, Health, Technology, Facilities, etc.).

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8. Update and Maintain the Classification and Compensation Plan

   The human resource department should maintain and update the compensation and classification plan. This would include the following tasks:

   - Conduct regular position reviews to assure positions have current functional job descriptions that are based on job content.
   - Conduct job analysis of new positions to assure these positions are properly assigned to a grade.
   - Review positions to ensure internal equity in relationship to other City of Melrose classifications.
   - Conduct periodic salary surveys to ensure market competitiveness.
   - Review MEPA requirements.

9. FLSA Status

   HRS also determined the FLSA Status (exempt/non-exempt status) of the positions included in the study. HRS recommends that City of Melrose regularly evaluate the FLSA status with its labor counsel, as case law may cause changes. HRS utilizes the ERI Occupational Assessor to determine FLSA status of positions. The results of the FLSA audit information was provided to Human Resources.

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10. Cost-of-Living Increases vs. Step/Range Movement

Here, it is important to distinguish between (1) a cost-of-living increase and (2) a step increase. A cost-of-living increase is intended to recognize and respond to a general rise in the cost of goods and services experienced by the general population. Each year, the City should determine an appropriate cost-of-living adjustment and apply that increase across the entire compensation schedule. A range movement (step increase) addresses the issue of how employees move along the levels within a grade from minimum to maximum, based on performance, longevity, special skill, certification, etc. The compensation plan should consist of two components: (1) the range adjustment factor (RAF); and (2) the movement-increase factor (MIF), which is based on merit step increase. The RAF is the movement of the total salary range, while the MIF is the movement *through* the salary range steps. A salary-range increase consists of the sum of these two components, plus their interaction or compounding result; thus a salary/wage adjustment. It is very important to regularly update the entire compensation structure with a COLA, or it will quickly become outdated, and the City will have difficulty recruiting talent.

11. Performance Appraisal and Merit-Increase.

It was not within the scope of services for HRS to develop a performance appraisal "tool" for the City of Melrose, MA. HRS has a few suggestions, should the town decide to implement a new updated performance system. A *Management by Objectives System* would be an appropriate methodology for employees engaged in high-level managerial, supervisory or professional positions. A *Uniform Performance Criteria System* is the most commonly used methodology and is best suited to positions where employees

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consistently perform the same type of work on a fairly regular basis. This format works well for administrative, clerical, laborers, and other non-exempt positions. The City should consider updating its performance appraisal systems and provided the necessary training for employees, supervisory personnel, and department heads.

12. Determination of Individual Wages/Salaries.

What follows are some general implementation and maintenance guidelines.

a) New Employees

Applicants with qualifying experience are normally hired close to the normal starting rate of the new range. Applicants with outstanding qualifications; education, training and experience may be hired at the wage/salary within the range for the position, but normally no higher than the midpoint of the range. In rare cases, for positions that are very difficult to recruit, it may be necessary to hire beyond the mid-point of the pay range.

b) Transfers

Employees transferred to a position at the same level as their present position will normally receive the same salary paid at the time of the transfer.

c) Transfer to a Lower Salary Grade

Employees transferred by necessity (such as reduction in staff), rather than for inadequate performance, should receive their present salary, although this may exceed the maximum for the lower classification.

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d) Promotional Increases

If employees are promoted on a “trial” or “acting” basis, the promotional increase may be deferred until they have demonstrated their ability to handle the duties of the higher classification.

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In closing, this HRS methodology will be of assistance in furnishing improved tools and guidance to management and human resources. Ensuring that job descriptions, salary and classification plans are regularly reviewed and have valid methodologies will ultimately improve the management of compensation for all positions. The HRS System will provide a framework within which most salary matters can be handled going forward. While both job evaluation and salary surveys attempt to achieve consistency in the pay structure, they use different criteria to evaluate consistency (i.e. internal vs. external comparison). This methodology works at striking a balance between internal and external pay equity.

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ATTACHMENTS

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Administrative Accounting Assistant (Police) - PT	19.51	4	24.49	19.00	25.11	27.66
	21.50	5	31.24	35.44	31.20	35.44
Animal Control Officer - PT	24.47	4	21.68	14.00	21.92	24.43
	26.96	7	30.55	38.84	30.00	35.86
Assistant Auditor	36.95	6	31.90	23.91	31.05	34.82
	47.49	8	41.62	60.91	39.23	45.36
Assistant City Clerk	31.68	7	29.12	17.21	28.46	33.14
	40.71	10	35.88	55.88	34.29	35.33
Assistant City Solicitor	46.21	3	38.89	17.21	45.11	49.73
	59.39	4	51.61	78.53	52.34	72.78
Assistant Director - DPW Administration and Finance	52.02	5	38.72	22.60	42.66	45.10
	66.84	8	51.18	62.32	54.75	56.50
Assistant Director of IT	36.95	2	41.97	38.29	41.97	43.80
	47.49	2	54.80	59.06	54.80	56.93
Assistant Director of Planning and Community Development	31.03	2	43.62	42.66	43.62	44.10
	34.19	4	55.51	58.87	55.03	56.11
Assistant Library Director/Head of Technical Services	36.95	6	33.73	20.34	34.37	40.00
	47.49	7	43.25	60.91	39.93	49.73
Assistant Parks Superintendent	not	2	30.33	27.05	30.33	31.96
(Benchmark)	on plan	2	40.58	45.56	40.58	43.07
Assistant to the Director of Inspectional Services	25.93	4	28.67	19.72	30.54	31.95
	33.32	5	34.27	45.08	36.59	38.60
Assistant Treasurer	36.95	9	30.82	17.21	31.30	32.08
	47.49	10	39.39	55.88	38.35	40.59
Building Systems Supervisor (HVAC Supervisor) - DPW	34.47	5	31.37	25.84	32.67	34.58
	37.98	5	42.65	50.48	43.11	48.23
Cemetery Administrator	31.03	4	29.58	24.75	29.99	33.10
	34.19	5	39.24	48.02	38.05	45.02
Chief Assessor	48.05	7	41.46	27.99	41.67	45.16
	61.74	10	56.78	74.16	52.14	66.12
Chief Financial Officer and City Auditor	68.93	5	50.95	32.37	54.35	55.46
	87.69	8	66.72	78.53	67.03	74.13
Chief of Police	contract	5	61.52	50.53	59.78	68.88
	63.58	8	81.44	94.33	82.82	88.33
City Clerk	39.52	3	39.92	37.28	37.88	41.24
	50.78	8	49.17	66.39	47.65	50.97
City Engineer	45.76	6	43.81	30.31	45.21	48.03
	58.80	9	55.47	68.29	55.00	64.37

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
City Planner	40.21	3	36.17	33.15	34.44	37.68
	44.30	4	49.01	60.91	46.91	52.95
City Solicitor - Labor Counsel	65.03	4	55.14	29.33	57.62	63.84
	82.73	5	71.24	90.19	73.48	86.39
Clerk of Committees	30.80	1	35.64	35.64	35.64	35.64
	39.58	2	47.87	49.80	47.87	48.83
Council on Aging Coordinator	19.51	3	23.90	23.15	24.04	24.28
	21.50	4	25.78	29.94	25.95	28.01
Council on Aging Director	48.05	8	35.88	22.78	34.85	39.85
	61.74	8	45.75	60.91	42.58	53.70
Communication and Community Outreach Coordinator	31.63	3	30.70	21.29	32.93	35.41
	40.71	6	39.77	48.02	41.46	46.14
Deputy City Engineer	39.52	3	42.03	37.26	37.53	44.42
	50.78	4	56.95	69.69	54.11	59.33
Director of Inspectional Services/Building Commissioner	39.52	7	45.12	41.00	44.59	46.08
	50.78	9	56.68	78.53	53.04	65.32
Director of Community Development and Planning	48.05	7	45.75	29.33	47.26	49.15
	61.74	10	58.72	86.39	54.77	64.92
Chief Information Officer (city and schools) / IT Director	57.87	5	48.79	44.59	49.05	49.76
	73.63	8	64.71	85.11	65.15	67.36
Director of Public Works	68.93	7	54.25	30.31	54.58	61.54
	87.69	10	70.60	86.39	72.10	79.20
Director of Strategic Initiatives and Communications (Mayor's Office)	48.05	3	46.34	41.00	45.64	49.00
	61.74	3	64.71	82.03	59.06	70.54
Energy Efficiency Manager	28.47	2	32.10	29.42	32.10	33.44
Benchmark	31.37	3	41.99	45.01	41.71	43.36
Executive Assistant to City Solicitor	28.26	2	31.15	30.14	31.15	31.65
	36.31	2	41.39	41.61	41.39	41.50
Executive Director - Melrose Contributory Retirement	44.40	2	40.71	32.37	40.71	44.88
	48.91	3	57.97	70.88	57.30	64.09
Executive Director Melrose Memorial Hall	33.88	3	32.94	31.31	32.92	33.75
	43.54	3	44.11	50.48	44.27	47.38
Executive Office Manager - Police	26.12	2	30.93	30.48	30.93	31.15
	28.79	8	36.10	41.29	36.76	38.72
Event Operations Assistant - Memorial Hall	19.51	1	20.65	20.65	20.65	20.65
	21.50	1	28.98	28.98	28.98	28.98

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Facilities Manager - City and Schools	45.76	4	51.19	44.59	50.20	55.88
	58.80	7	63.46	86.39	59.92	68.50
Finance Manager (Auditing)	28.26	2	31.08	30.32	31.08	31.46
	36.31	3	40.28	46.51	39.80	43.15
Finance Administrator - Fire Dept./Public Safety	25.67	3	28.31	27.30	28.74	28.81
	32.99	3	36.27	37.93	35.44	36.68
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)	39.52	4	43.88	31.37	46.54	50.58
	50.78	4	57.46	68.47	57.85	62.49
Fire Chief	contract	5	59.39	50.53	59.78	64.96
	66.27	8	73.94	86.39	73.87	77.58
Health Director (Melrose is regional)	61.35	6	36.18	23.91	36.84	39.97
	78.05	7	47.13	59.06	46.16	53.78
Human Resources Assistant	28.47	1	26.44	26.44	26.44	26.44
	31.37	2	35.63	36.27	35.63	35.95
Human Resources Director	48.05	7	41.82	26.71	41.67	46.82
	61.74	10	54.86	70.88	52.30	63.17
Human Resources Benefits Coordinator	36.95	7	29.58	17.21	29.31	32.69
	47.49	10	37.29	50.48	37.16	39.37
Library Director	36.59	7	43.20	25.35	44.59	48.06
	47.02	10	54.50	78.53	51.81	61.83
Local Building Inspector (Certified)	40.21	4	33.38	31.31	33.81	34.15
	44.30	7	40.21	50.48	40.39	42.71
Milano Center Manager (COA)	31.03	1	41.25	41.25	41.25	41.25
	34.19	1	54.84	54.84	54.84	54.84
Operations Manager - DPW	39.52	4	42.75	39.02	43.08	44.09
	50.78	6	51.68	58.09	51.66	56.60
Program Coordinator - MA in MotionZBA Clerk	28.47	1	25.38	25.38	25.38	25.38
	31.37	1	34.09	34.09	34.09	34.09
Planning Coordinator & ZBA Clerk	24.47	3	23.12	18.65	22.25	25.36
	26.96	3	29.85	34.15	30.25	32.20
Plumbing and Gas Inspector	28.47	5	28.83	19.95	28.46	32.93
	31.37	7	37.37	48.02	36.23	43.49
Public Health Specialist	34.47	2	35.90	33.61	35.90	37.05
	37.98	2	47.88	52.27	47.88	50.07
Program Coordinator - Tobacco/Alcohol	26.12	1	34.25	34.25	34.25	34.25
	28.78	1	46.91	46.91	46.91	46.91
Project Engineer	28.26	4	34.67	31.68	35.35	36.27
	36.31	6	43.86	53.61	43.05	46.60
Recreation Coordinator	26.12	7	25.39	17.21	24.52	28.84
	28.78	8	31.81	48.02	28.60	33.94

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Recreation Director	45.76	7	38.00	26.71	37.77	41.29
	58.80	9	48.96	70.88	44.90	53.07
Sealer of Weights and Measures	31.92	2	31.85	30.77	31.85	32.39
	35.17	3	42.74	48.02	40.39	44.20
Senior Planner	40.21	5	33.29	28.01	34.43	34.78
	44.30	7	43.64	51.27	45.01	50.19
Superintendent of Mount Hood - *Limited Data*						
	45.76	2	34.74	25.66	34.74	39.27
	58.80	2	47.56	60.47	47.56	54.01
Superintendent of Parks	not on plan	4	35.20	26.71	36.21	39.53
	29.12	5	41.90	49.77	39.80	45.02
Sustainability Manager	28.26	2	36.09	34.64	36.09	36.81
	36.31	2	51.34	55.88	51.34	53.61
Systems Analyst IT (city/schools) - networks/databases	30.80	3	40.97	34.43	42.66	44.24
	39.58	5	50.99	55.19	51.27	55.00
Treasurer/Collector	48.05	7	43.83	23.91	45.27	48.84
	61.74	9	58.05	78.53	56.17	66.39
Veteran's Administrative Assistant/PT	19.51	1	31.74	31.74	31.74	31.74
	21.50	2	36.34	42.56	36.34	39.45
Veterans Services Director (Regional Position)	39.81	6	28.35	19.95	28.23	31.23
	43.87	7	37.02	47.14	36.23	42.93
Water-Sewer Administrator (Billing)	30.80	3	24.94	21.29	23.75	26.77
	39.58	5	35.04	40.39	36.59	39.37
Wiring Inspector	31.92	6	30.87	19.95	30.70	34.32
	35.17	8	40.27	48.02	41.93	46.41

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
ADDITIONAL BENCHMARK DATA						
Assistant Health Director		3	32.23	29.58	33.51	33.56
		3	42.27	43.49	42.16	42.82
Director - E-911		1	32.87	32.87	32.87	32.87
		1	45.59	45.59	45.59	45.59
Dispatch Center Manager		4	26.63	22.27	26.72	28.57
		5	33.24	39.85	30.93	34.97
Dispatcher/Communicator		6	22.56	20.55	21.68	22.78
		6	27.80	36.23	26.48	28.00
Diversity, Equity and Inclusion Director/Coordinator		3	42.41	36.00	37.28	45.61
		3	58.97	82.11	48.22	65.17
Emergency Management Director		1	40.13	40.13	40.13	40.13
		1	45.34	45.34	45.34	45.34
Health and Human Services Director		3	51.93	49.62	51.82	53.08
		5	64.00	78.53	65.32	70.92
Help Desk Technician		4	30.23	28.05	29.63	31.51
		5	37.64	45.02	35.82	39.85
Mental Health Clinician		3	25.60	21.46	25.46	27.67
		3	36.04	43.61	32.94	38.27
Parks Grounds Laborer (Pine Banks)		4	20.94	17.46	20.31	23.10
		4	24.80	29.90	23.42	25.39
Park Ranger		1	24.03	24.03	24.03	24.03
		1	29.96	29.96	29.96	29.96
Purchasing Director/Coordinator		5	34.52	23.91	34.58	37.28
		6	44.89	55.19	48.61	50.11
Social Worker		3	30.88	22.73	33.61	34.96
		3	43.37	53.61	43.49	48.55

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

SALARY ASSESSOR®
Individual Job Report

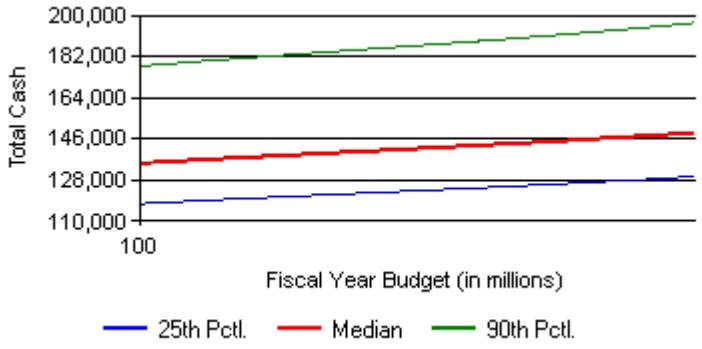
Police Chief

Specifications

Prepared For:	City of Melrose, MA
Area:	Massachusetts - Commonwealth Average
Industry:	Government - City Support Services
Industry Codes:	eSIC: 9104, NAICS: 921100, usSEC: 9721
Organization Size:	400,000,000
Education Adjustment:	
Skill Adjustment:	
Certification Adjustment:	
Annualized Salary Trend:	2.6% (Adjustment: 0.21%)
Planning Date:	2/6/2022
Database as of:	1/1/2022
eDot:	N/A
SOC:	N/A
Printout Date:	2/6/2022

(Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash — All Incumbent Median: $148,695

Fiscal Year Budget	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
400,000,000	129,379	145,333	148,695	173,738	196,680
200,000,000	123,194	138,462	141,757	165,331	186,740
100,000,000	117,513	132,114	135,290	157,868	177,787

The Police Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for police chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what police chiefs are making in 2022. The range is $157,868 to $173,738 at the 75th percentile. The all incumbent average is $148,695. This is hybrid data through ERI.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

SALARY ASSESSOR®
Individual Job Report

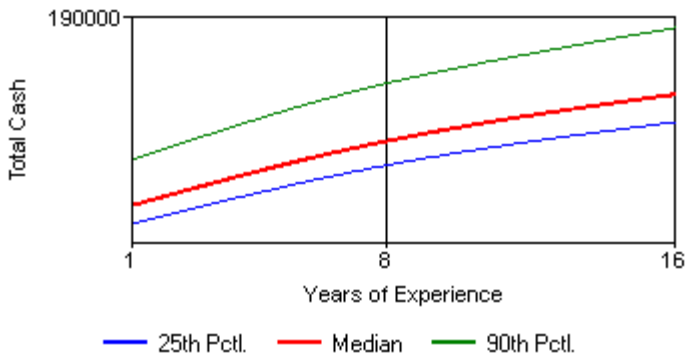
Fire Chief

Specifications

Prepared For:	City of Melrose, MA
Area:	Massachusetts - Commonwealth Average
Industry:	Government - City Support Services
Industry Codes:	eSIC: 0000, NAICS: 000000, usSEC: 0000
Organization Size:	(Data reported by years of experience)
Education Adjustment:	
Skill Adjustment:	
Certification Adjustment:	
Annualized Salary Trend:	2.6% (Adjustment: 0.21%)
Planning Date:	2/6/2022
Database as of:	1/1/2022
eDot:	N/A
SOC:	N/A
Printout Date:	2/6/2022

(Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash — All Incumbent Median: $129,224

Years of Experience	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
15	136,233	147,128	149,591	166,333	181,340
10	123,644	133,661	135,968	151,767	164,981
5	106,310	115,034	117,078	130,950	142,987

The Fire Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for fire chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what fire chiefs are making in 2022. The range is $130,950 to $166,333 at the 75th percentile. The all incumbent average is $129,224. This hybrid data through ERI.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/Stipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho M
Clerk of Committees	City Council	61,151.00		600.00			61,751.00	64,461.25	3,310.25	5.4%	30.80	39.58	11	34.75	4
							-		-						
Communication and Community Outreach Coordinator	Mayor	65,703.00		650.00			66,353.00	70,953.75	5,250.75	8.0%	34.22	43.97	12	38.25	4
Director of Strategic Initiatives and Communications	Mayor	96,896.00		650.00			97,546.00	101,802.40	4,906.40	5.1%	48.41	53.33	19	54.88	6
Director of Economic Recovery and Business Development	Mayor	92,230.60		650.00			92,880.60	93,343.60	1,113.00	1.2%	48.05	61.74	15	44.68	5
							-		-						
CFO/City Auditor	Auditor	157,172.00	1,175.00	600.00	3,000.00		161,947.00	159,956.65	2,784.65	1.8%	68.93	87.69	23	75.07	8
Assistant City Auditor	Auditor	95,350.00	775.00	600.00			96,725.00	97,925.45	2,575.45	2.7%	36.95	47.49	18	52.79	6
Finance Manager	Auditor	71,481.00	775.00	600.00			72,856.00	72,604.70	1,123.70	1.6%	28.26	36.31	11	34.75	4
							-		-						
Chief Assessor	Assessor	93,204.00	775.00	600.00	4,347.00		98,926.00	101,802.40	8,598.40	9.2%	48.41	53.33	19	54.88	6
							-		-						
Treasurer/Collector	Treasurer	114,308.00		600.00	1,000.00		115,908.00	114,639.00	331.00	0.3%	48.05	61.74	19	54.88	6
Assistant Treasurer	Treasurer	77,590.00		600.00			78,190.00	77,590.00	-	0.0%	36.95	47.49	13	40.80	4
							-		-						
Exec. Assistant to City Solicitor	Legal	68,707.00	975.00	600.00	6,500.00	3,000.00	79,782.00	70,100.45	1,393.45	2.0%	28.26	36.31	10	31.62	3
City Solicitor - Labor Counsel	Legal	134,354.00		600.00			134,954.00	139,254.85	4,900.85	3.6%	65.03	82.73	23	75.07	8
Assistant City Solicitor	Legal	110,158.00	775.00	600.00			111,533.00	111,225.80	1,067.80	1.0%	46.21	59.38	20	57.63	6
							-		-						
Human Resources and Labor Relations Director	HR	107,383.00	975.00	600.00			108,958.00	116,846.45	9,463.45	8.8%	48.05	61.74	21	62.99	7
Human Resources and Benefits Coordinator	HR	74,818.00		600.00			75,418.00	75,684.00	866.00	1.2%	36.95	47.49	13	40.80	4
Human Resources Assistant	HR	54,374.00		600.00			54,974.00	55,265.00	891.00	1.6%	28.47	31.37	9	27.54	3
							-		-						
Director of IT City & Schools	IT	144,943.00	775.00	600.00			146,318.00	144,943.00	-	0.0%	57.87	73.63	21	62.99	7
IT Systems Analyst	IT	74,890.00	775.00	600.00			76,265.00	76,459.00	1,569.00	2.1%	30.80	39.58	13	40.80	4
Assistant IT Director	IT	93,480.00	775.00	600.00			94,855.00	94,493.70	1,013.70	1.1%	36.95	47.49	16	48.96	5
Financial Systems Analyst/Project Manager	IT	84,884.00	620.00	600.00			86,104.00	86,517.20	1,633.20	1.9%	39.52	50.78	17	50.75	6
Project/System Administrator	IT	69,101.00		600.00			69,701.00	81,935.35	12,834.35	18.6%	34.22	43.97	13	40.80	4
							-		-						
City Clerk	City Clerk	90,807.00	775.00	600.00	1,500.00	4,000.00	97,682.00	90,820.80	13.80	0.0%	39.52	50.78	16	48.96	5
Assistant City Clerk	City Clerk	70,158.00		600.00			70,758.00	70,158.00	-	0.0%	31.68	40.71	11	34.75	4
							-		-						
Senior Planner	Planning	78,348.00	775.00	600.00			79,723.00	80,321.50	1,973.50	2.5%	40.21	44.30	13	40.80	4
Director of Community Development and Planning	Planning	131,537.00	1,530.00	600.00			133,667.00	131,537.00	-	0.0%	48.05	61.74	19	54.88	6
Sustainability Manager	Planning	72,911.00	975.00	600.00			74,486.00	75,684.00	2,773.00	3.8%	28.26	36.31	13	40.80	4
							-		-						
Admin. Accounting Assistant	Police	19,561.00					19,561.00	19,949.00	388.00	2.0%	19.51	21.50	8	20.91	2
Executive Office Manager Police	Police	55,541.00	775.00	600.00			56,916.00	64,810.20	9,269.20	16.7%	26.12	28.79	10	31.62	3

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/Stipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho M
Chief	Police	145,988.00			3,000.00			145,988.00	-	0.0%					
							-		-						
Chief	Fire	142,803.00	2,500.00	600.00			145,903.00	153,888.00	11,085.00	7.8%					
Finance Administrator - Fire Dept	Fire	50,816.00		600.00			51,416.00	57,548.40	6,732.40	13.2%	26.12	28.78	10	31.62	3
Emergency Management Director	Emergency Management	28,620.00					28,620.00	36,490.50	7,870.50	27.5%			12	38.25	4
							-		-						
Assistant to the Director of Inspectional Services	Inspectional Services	61,457.00		600.00			62,057.00	61,457.00	-	0.0%	25.93	33.32	10	31.62	3
Director of Inspectional Services/Building Commissioner	Inspectional Services	105,190.00		600.00			105,790.00	105,190.00	-	0.0%	39.52	50.78	19	54.88	6
Sealer of Weights & Measures/Wire Inspector	Inspectional Services	49,629.00		410.00			50,039.00	56,763.00	7,134.00	14.4%	31.92	35.17	12	38.25	4
Plumbing and Gas Inspector	Inspectional Services	45,058.00		410.00			45,468.00	48,654.00	3,596.00	8.0%	28.47	31.37	12	38.25	4
Local Building Inspector	Inspectional Services	64,452.00		600.00			65,052.00	65,206.96	754.96	1.2%	40.21	44.30	12	38.25	4
							-		-						
Project Engineer	DPW-Admin	65,269.00		600.00			65,869.00	81,090.00	15,821.00	24.2%	28.26	36.31	12	38.25	4
Operations Manager	DPW-Admin	109,201.20	975.00	600.00			110,776.20	111,914.80	2,713.60	2.5%	51.51	66.19	18	52.79	6
City Engineer	DPW-Admin	112,853.00	-	600.00	1,000.00		114,453.00	116,345.60	3,492.60	3.1%	45.76	58.80	19	54.88	6
DPW Director	DPW-Admin	143,014.00	775.00	600.00	1,000.00		145,389.00	142,037.35	(976.65)	-0.7%	68.93	87.69	23	75.07	8
Building Systems Supervisor (HVAC)	DPW-Admin	83,775.00	775.00	600.00			85,150.00	86,496.00	2,721.00	3.2%	34.47	37.98	13	40.80	4
Facilities Manager (City & School)	DPW-Admin	111,794.00		600.00	1,000.00		113,394.00	111,914.80	120.80	0.1%	45.76	58.80	18	52.79	6
Assistant Director DPW Administration and Finance	DPW-Admin	119,936.00		600.00			120,536.00	123,677.60	3,741.60	3.1%	52.02	66.84	19	54.88	6
Deputy City Engineer	DPW-Admin	100,831.00	-	600.00			101,431.00	107,590.00	6,759.00	6.7%	39.52	50.78	17	50.75	6
Cemetery Administrator	DPW-Admin	48,078.00	554.00	429.00			49,061.00	50,681.25	2,603.25	5.4%	31.03	34.19	12	38.25	4
							-		-						
Health Director (regional)*	Health	116,936.00		600.00			117,536.00	150,000.00	33,064.00	28.3%	61.35	78.05	19*	54.88	6
Public Health Specialist	Health	67,615.00		600.00			68,215.00	67,615.00	-	0.0%	34.47	37.98	11	34.75	4
Animal Control Officer	Health	25,686.00		-			25,686.00	25,686.00	-	0.0%	24.47	26.96	9	27.54	3
Program Coordinator - Tobacco/Alcohol	Health	65,538.21	775.00	600.00			66,913.21	65,741.20	202.99	0.3%	26.12	28.78	9	27.54	3
Prevention and Wellness Program Coordinator	Health	56,191.71	666.50	516.00			57,374.21	52,326.90	(3,864.81)	-6.9%	34.47	37.98	9	27.54	3
									-						
Milano Center Manager (COA)	COA	58,287.00		600.00			58,887.00	58,695.00	408.00	0.7%	31.03	34.19	10	31.62	3
Council on Aging Director	COA	90,921.00		600.00			91,521.00	97,925.45	7,004.45	7.7%	48.41	53.33	18	52.79	6
							-		-						
Veterans Service Director (Regional)	Veterans	78,448.00		600.00			79,048.00	79,468.20	1,020.20	1.3%	39.81	43.87	14	42.84	5

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/Stipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho M
Administrative Assistant PT	Veterans	19,546.00					19,546.00	19,948.00	402.00	2.1%	19.51	21.50	8	20.91	2
							-		-						
Library Director	Library	99,296.00	1,530.00	600.00			101,426.00	108,035.20	8,739.20	8.8%	36.59	47.02	19	54.88	6
Assistant Library Director (Head Technical Services)	Library	84,266.00	2,500.00	600.00			87,366.00	85,237.25	971.25	1.2%	36.95	47.49	13	40.80	4
							-		-						
Recreation Director	Recreation	99,079.00	975.00	600.00			100,654.00	97,944.00	(1,135.00)	-1.1%	45.76	58.80	17	50.75	6
Recreation Coordinator	Recreation	48,454.00		600.00			49,054.00	53,145.75	4,691.75	9.7%	26.12	28.78	9	27.54	3
Executive Director Melrose Memorial Hall	Memorial Hall	87,418.00	975.00	600.00			88,993.00	90,820.80	3,402.80	3.9%	33.88	43.54	16	48.96	5
Events Operation Manager Memorial Hall	Memorial Hall	18,824.00					18,824.00	19,948.14	1,124.14	6.0%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	20,335.00					20,335.00	20,521.90	186.90	0.9%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	18,776.00					18,776.00	19,571.76	795.76	4.2%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	5,255.00					5,255.00	5,541.15	286.15	5.4%	19.51	21.50	8	20.91	2
							-		-						
Water-Sewer Administrator Billing	Sewer	73,422.00	775.00	600.00			74,797.00	75,313.00	1,891.00	2.6%	30.80	39.58	12	38.25	4
									-						
Superintendent of Parks	Mt Hood/Parks	99,080.00	1,175.00	600.00			100,855.00	97,944.00	(1,136.00)	-1.1%	45.76	58.80	17	50.75	6
							-		-						
Executive Director - Melrose Contributory Retirement	Retirement	121,178.14	775.00	600.00			122,553.14	117,031.95	(4,146.19)	-3.4%	44.40	48.91	18	52.79	6
							-								
							Total Adjustment		**217,034.75**						

1. Fiscal 2023 is based on a 53 week Payroll Budget.

2. Please note this chart was prepared to demonstrate total compensation for employees **inclusive of** longevity, potential SLBB and Stipends and to show the proposed monetary change by position.

3.The funding request of $167,309.63 Council Order 2023-29 represents the budgetary impact of these adjustments **and takes into consideration any departmental changes since the budget was approved in June 2022.**

(such changes are due to regionalization pending Council approval, staffing changes, vacancies, temporary out of grade assignments to cover for leaves)

4. The funding order doesn't reflect the total adjustment since certain positions are funded through ARPA, grants, regional budgets and other sources and they has absorbed a portion of the adjustment.

5. The Health Director proposed grade is representative of the proposed salary prior to the regionalization with Stoneham, which is pending approval of Council.

6. 21 of the positions have outgrown the current salary schedule and receive only COLA, without any steps.

7. Few positions have a base salary that is higher than the proposed hourly maximum, their salary will not be reduced, and will only be eligible for COLA going forward.

8. A negative percent adjustment reflects a slower salart progression than the currrent plan.

9. Report produced 11/3/22 by the Auditor and HR depts.

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Questions Received from Councilors regarding Compensation Study and CBA Orders

1. Provide a 10-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement).
Please see attached Stabilization History.

2. Provide a copy of the compensation study completed by the consultant any related documents-Please see attached Compensation and Classification plan documents.

3. Provide a list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act.
The Mass Equal Pay Act requires that employees performing equal or comparable work are compensated equally. "Equal work" involves similar skill and responsibilities and is performed in similar working conditions. The methodology HRS used involves the components required by MEPA and by creating one consolidated compensation plan and a classification plan it ensures that the pay equity matches the MEPA requirements. It is hard to isolate which positions require adjustments solely related to MEPA compliance. The Comp and Class study HRS conducted is different from a pay equity study, disparity study or gender analysis, all of which involve a deeper analysis of compliance with the Mass Equal Pay Act. The Comp and Class study focuses on the positions themselves not the employees in the positions, which is what a pay equity study does, as it takes into consideration the individual longevity, personal qualifications, the education/ training and the performance of the individual employees. The Comp and Class study has built the elements of MEPA into its methodology, job analysis, job evaluation, along with external market analysis, which sets the foundation of a system that is externally and internally equitable.

4. List of all positions by job title and department slated to be adjusted under the 2023-29 funding request. For these positions, total current annual compensation, inclusive of stipends, COLAs ,and any other monetary compensation paid out of all City funds (operating and enterprise).
See attached spreadsheet/PDF "CompClassOrderDocument11-3-22".

5. Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract.

- When was this contract settled?

The MOUs were executed September 23, 2022 (Clerical) and October 4, 2022 (Laborers).

- Are these raises retro to the start of the fiscal year?

The previous contracts expired at the end of FY22. The new contracts are effective with the start of FY23, therefore the budgeted raises are retro to the start of the fiscal year.

- Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

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As is the customary budgeted practice, any FY23 step increases were budgeted based on the old contract, which was the known amount when FY23 budget was set. The stabilization fund absorbs only partially increases.

6. What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above? The "Contractual Obligations and Salary & Wages Stabilization Fund" was established in 2006 by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B. Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

7. What is the City relying on to justify paying non-union comp adjustments from the contract stabilization fund?
The stabilization fund was created for the purposes of contractual obligations as well as salary and wages. The adjustments resulting from the Comp and Class study are one-time non-budgeted salary adjustments, therefore the stabilization fund is used to fund part of these adjustments.

8. Did the classification review the compensation for both full time and part time employees?
Among the positions reviewed we have both full time and part time employees.

9. Can you provide what positions have other compensation and what are the "Other" items?
Under "other compensation" we consider stipends, longevity, sick leave incentives.

Below are the positions receiving a stipend (see list below, amount of stipend and reason for it).

Position	Stipend Position	Stipend Amount
Exec. Legal Assistant	Liquor Commission	$6,500.00
Exec. Legal Assistant	Retirement Board	$3,000.00
CFO/Auditor	Retirement Board	$3,000.00
City Clerk	Clerk/City Council	$4,000.00
City Clerk	Board of Registrars	$1,500.00
Police Chief	Retirement Board	$3,000.00
Assessor	Board of Assessor	$4,347.00
Treasurer	Retirement Board (working with)	$1,000.00
DPW Director	job specific licenses	$1,000.00
Deputy City Engineer	job specific licenses	$1,000.00
City Engineer	job specific licenses	$1,000.00

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Longevity is an annual bonus that benefit eligible non-union employees receive based on continuous years of service with the City, following the schedule below:

Years of Continuous Service	Annual Lump Sum Compensation
5 years, but less than ten 10 years	$ 775.00
10 years, but less than 15 years	$ 975.00
15 years, but less than 20 years	$ 1,175.00
20 years, but less than 25 years	$1,530.00
25 years, but less than 29 years	$1,950.00
29 years or more	$2,500.00

Non-union benefit eligible employees are reimbursed earned unused sick time in accordance with the schedule below. The maximum reimbursement they are eligible for per year is $650.

If employee uses:	Less than 24.9% of available sick days (0 to 2.9 days/0 to 20.9 hours)	Receives $50.00/day for remaining unused days
	between 25% - 49.9% of available sick days (3 to 5.9 days/21 to 41.9 hours)	Receives $40.00/day for remaining unused days
	between 50% -74.9% of available sick days (6 to 8.9 days/42 to 62.9 hours)	Receives $30.00/day for remaining unused days.
	75% or more (9 to 12 days/63 to 84 hours)	Zero reimbursement
In all instances, the applicable percentages shall be rounded down.		

10. Please provide by position side by side the old min and max salary and the new min and max salary.
See attached spreadsheet/PDF “CompClassOrderDocument11-3-22

11. Please provide by position the dollar increase along with the percentage.
See attached spreadsheet/PDF “CompClassOrderDocument11-3-22”

12. You state in your memo that periodically we should do a cost of living increase in the compensation structure. How do you define periodically?
This is a discretionary decision of the Mayor and the CFO. Depending on the economy, employers are advised to apply COLA to their compensation plan to ensure that the pay is still appropriate, competitive with the changing economy and not stagnant. Union employees have COLA applied to the comp plans every year.

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13. If an employee is above the range how will their annually compensation work every year? They will only receive COLA going forward.

14. Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why? There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

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Ghobrial, Andrew

From: Maryandjoe Pelrine <[redacted]>
Sent: Monday, November 7, 2022 10:20 AM
To: City Council
Subject: Tonights meeting

Good Morning All,
What a beautiful day!
I am not sure if I can attend tonight.
On these orders

2023-29 funding for HRS compensation study. I thought that this study was completed already. Why is a total of $ 7534.00 coming out of W & S retained earnings to pay for this?

2023-30 Funding for the clerical union contractual This time W & S retained earnings is being tapped for $ 8792.00. Why would'nt this line be covered entirely by the contract stabilization account?

2023-31 Funding for the labor's union contract. This time the W & S retained earning is being tapped for $ 18,294.00. Again why is'nt the contract stabilization account covering all of this?

Total $ 34,620.00 is a lot of money.
How did the city come to these percentage totals for each of these items?

It would seem to me that when the budget was approved, each of these line lines were accounted for,and funded, and now more money needs to be allocated?

With all of our water bills through the ceiling, How is that there $34,620.00 in these retained earning accounts? Are we being charged to much for W & S?
What are retained earning accounts?

Thanks for all you do for the City of Melrose.

Joe

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Ghobrial, Andrew

From: Alison Sarnoski <[redacted]com>
Sent: Monday, November 7, 2022 6:06 PM
To: City Council; School Committee
Subject: Teacher contract

Good evening elected officials,
I apologize for the lateness of this email. I understand the scope of both of your roles, but as our representatives, I ask that you consider this as both leaders and neighbors. I ask that you figure out a way to settle the MPS teacher and para contract. I understand that we don't know all of the updated MPS FY23 budget projections, but I feel like we can all agree that we will likely have a significant shortfall. We don't have to wait. We will need to be creative and we need to solve the problem now. This district cannot afford a strike. Essential workers in general and educators, specifically, have found their voices. I used to think that you might be able to try to "be creative" and bargain for things that don't cost money, but the reality is, we can't stand to lose anything. Money settles contracts. Settled contracts in our area give an indication that it's going to take a significant investment. Even if it's not "best financial practice," find money to settle this contract so that relationships can be repaired and there can be a partnership to lead this district forward through what is likely going to be a difficult few years.

There is an order before the Council tonight to adjust non-union salaries based on the results of the HR study. While I question the timing of this proposal, I don't disagree with its merit. Melrose should pay its employees at a competitive rate. The request states that, "The pay ranges targeted the 75th percentile of market, which was necessary in order to remain competitive as compared to other municipalities in Massachusetts." This is great. Pay our teachers and paras enough so that we're not in the bottom 10%. It's embarrassing. Also, I would ask that the School Committee and Superintendent rethink its language around the settlement of the contract. The word, "fair," is being used a lot. There really isn't a number that Melrose will get to this year that is "fair." We can do our best. It won't be fair. And words matter.

Council members, please don't sit back and say, "well, no one has asked us." School committee, please don't say "we just don't know how much money we are working with." Choose to work together to solve this problem. We desperately need leadership in this city. Please come up with a plan to articulate what it is that Melrose needs and how we are going to get there, or implore the Mayor to. Hundreds of Melrose residents came together in 2019 to volunteer their time to be a part of a vision for this city. Many are waiting for a clear articulation of what we need and how we will get there. Please tell us.
Sincerely,
Alison Sarnoski



ReplyForw

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

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Comp and Class Study Results

Funding Request for Non-Union Salary Adjustments

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HRS Introductions

- **Aleksandra (Sandy) E. Stapczynski-** President HRS Inc; 35+ Years Consulting Experience
- **Buzz Stapczynski** – Served as CEO of large Municipality for many years
- **Tony Torrisi** – 40+ Years in Municipal Finance
- **Barbara Wooten** – Served as Assistant CHRO for the entire Commonwealth

Why did the City need to do a Comp and Class Study?

- Maintaining and regularly updating a Compensation and Classification Plan is a STANDARD BEST PRACTICE for municipalities
- Study usually done every 3-5 years
- The City of Melrose last did a comprehensive study of our salary plan over 30 years ago
- Our existing salary plan is obsolete and inequitable

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Investing in our classification and compensation infrastructure is investing in the City of Melrose as an employer and investing in our career workforce.

Comp and Class Study Goal

Developing, supporting, and maintaining a **fair and equitable** classification and compensation system, including updated job descriptions, for City of Melrose non-union positions.

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Study Timeline

City Council voted to authorize appropriation to hire HRS

HRS reviewed and analyzed all positions

HRS submitted draft Comp and Class Plan

HRS trained Workforce Development Committee to administer plan

Appeals process was completed and plan finalized

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OUR SYSTEM TODAY	PROPOSED SYSTEM
Static compensation system, not updated regularly.	**Updated compensation plan reflective of marketplace, internal job values and City's desire to attract and retain talent**
2 Tiers; 6 schedules; 100+ grades	**1 salary schedule with 23 grades**
Inconsistent step increases ranging from 1.25% - 3.5%	**2% between steps**
One third of non-union workforce not on a salary schedule, receiving COLA only	**Places workforce on a salary plan, allowing for a meaningful career progression and retention**

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OUR SYSTEM TODAY	PROPOSED SYSTEM
No established minimum and maximum salary ranges that apply to current job market.	**Provides established minimum and maximum salary ranges.**
No formal job classification plan.	**One classification plan built on tested methodology, provides pay equity and cle hierarchy based on skill and job requirements.**
No system of classifying new positions.	**Offers modern blueprint based on transparent and objective standards when evaluating new positions.**

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OUR SYSTEM TODAY	PROPOSED SYSTEM
Pay decisions are made in a vacuum.	**Provides fair and equitable approach to pa decisions and reduces subjectivity.**
Non-compliant with MEPA (various tiers based on hire dates, lack of consistency).	**Ensures internal equity and compliance wi MEPA.**
Formal FLSA review has not been conducted to ensure FLSA compliance.	**FLSA status evaluation ensure properly classifying positions as Exempt/ Non-exempt.**

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OUR SYSTEM TODAY	PROPOSED SYSTEM
Job descriptions have **not** been formally tested for compliance with state and federal laws.	**Thorough analysis of the job description establishes legal compliance with state an federal laws.**
Salary is stated as primary reason for leaving employment with the City.	**Competitive salary schedule based on 75% of market averages to attract and retain talented diverse workforce.**
Doesn't align with the City's goals and values of Diversity, Equity and Inclusion.	**Supports the City's values and efforts towards Diversity, Equity and Inclusion.**

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Risks v. Rewards

There are **RISKS** if the plan is <u>not</u> implemented:

- Current plan is not consistent or fair
- Legal exposure
- Harder to recruit and retain talented employees

There are **REWARDS** if the plan is implemented:

- ✓ Ongoing compliance & strategic compensation planning
- ✓ Would support a hybrid performance-based appraisal system
- ✓ Improves morale ☺

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Objectives Met

Classification and Compensation Plan development and maintenance provides the City with internal and external equity based on these criteria:

- ✓ Knowledge, ability, skills
- ✓ Education, training, and experience required
- ✓ Market data analysis
- ✓ Job duties and responsibilities

HRS provided necessary training to allow the City to maintain the plans going forward.

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HRS Study Outcomes

- Compensation and Classification Study results in adjustments to 58 positions
- Not every adjustment exceeds existing departmental budget
- Some salaries are paid through other sources, including regionalized and grant-funded positions

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Why are We Here Now?

- The study results are complete and ready to implement
- Request for $167,310 from the Contractual Obligations and Salary & Wages Stabilization Fund to fund the study results for current FY
- City Council approved free cash appropriation of $460,000 to fund in part non-union salary adjustments (May 2022)
- CFO and department heads preparing to build the FY24 budget

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Questions?

CITY OF MELROSE Office of Treasurer-Collector

Kathryn J Armata
Treasurer-Collector

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Treasurer - (781) 979-4162
Collector - (781) 979-4120
Fax - (781) 665-6877

MEMORANDUM

To: Melrose City Council
Mayor Brodeur

From: Kathryn Armata

Date: December 16, 2022

Re: **Loan Order – Infiltration/Inflow Removal projects**

ORDERED: That the City appropriates $1,330,000 to pay costs of designing and constructing sewer system improvements to address inflow and infiltration in the City's sewer system, including the payment of all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount pursuant to Chapter 44, Section 7(1) or Section 8(14) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Treasurer, with the approval of the Mayor, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the "MWRA") through the MWRA's Sewer System I/I Local Financial Assistance Program and, in onnection therewith, to enter into a loan agreement and/or financial assistance agreement with the MWRA and otherwise to contract with the MWRA with respect to such loan and for any grants or aid available for the project or for the financing thereof; that the Mayor is authorized to accept and expend any grants or aid available for the project or for the financing thereof, provided that the amount of the authorized borrowing for the project shall be reduced by the amount of any such grants or aid received; and that the Mayor is authorized to take any other action necessary to carry out this project.

Pursuant to Section 56-14 of the City Ordinances, attached is a projection of the principal and interest costs on the bonds proposed to be authorized by the following loan order under consideration by the City Council. The payment schedule attached assumes a 10-year borrowing term on 25% of $1,330,000, an interest rate assumption of 0% over the life of the borrowing, and a level debt service payment schedule. The debt service on these bonds will be paid from the Sewer Enterprise Fund and will not have an impact on the enterprise fund rates."

FINANCIAL IMPACT: See attached

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MWRA Sewer System I/I Local Financial Assistance Program
75% grant and 25% 10 year 0% interest loan
$ 1,330,000.00

Debt Schedule

	Principal	Interest
7/15/2024	$ 33,250.00	0
7/15/2025	$ 33,250.00	0
7/15/2026	$ 33,250.00	0
7/15/2027	$ 33,250.00	0
7/15/2028	$ 33,250.00	0
7/15/2029	$ 33,250.00	0
7/15/2030	$ 33,250.00	0
7/15/2031	$ 33,250.00	0
7/15/2032	$ 33,250.00	0
7/15/2033	$ 33,250.00	0
	$ 332,500.00	$ -

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DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Vonnie Reis, P.E.
City Engineer

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: VReis@cityofmelrose.org

MEMORANDUM

To: Melrose City Council

From: Vonnie Reis, City Engineer

cc: Mayor Paul Brodeur
Elena Proakis Ellis, Director of Public Works
Patrick Dello Russo, City Auditor & CFO
Kathryn Armada, Treasurer Collector
James Troup, Assistant Director of DPW Finance and Administration

Date: December 19, 2022

Re: Request to Authorize MWRA I/I Program Funding – Phase 14

The MWRA Sewer System I/I Local Financial Assistance Program (LFAP) has approved assistance to the City of Melrose in the amount of **$1,330,000** under Phase 14 of the program. Under this program, the funding is distributed as 75% grant and 25% zero interest loan. The MWRA Sewer System I/I Local Financial Assistance Program assists MWRA communities with the rehabilitation and replacement of existing sewer lines, manholes and services to reduce the inflow and infiltration of ground water and rain water. The program goals are to reduce the inflow and infiltration of water into the City sewer system, therefore reducing the City's sewer discharge assessment rate, mitigating sewer surcharges and overflows during heavy rain events, and minimizing the seepage of sewage into the ground.

Phase 14 funding will be used to continue work on a Sewer System Evaluation Study (SSES) program aimed at reducing inflow and infiltration (I/I) within the Melrose sewer collection system. Under previous MWRA funding phases, the SSES included metering, flow isolation, smoke testing, and CCTV to identify and quantify sources of I/I in the sewer system. Funding under previous phases was also used to rehabilitate pipes using cured-in-place-pipe (CIPP) lining and replacement of leaking manhole covers. Phase 14 funds will be used for a pipeline rehabilitation project that will employ both trenchless CIPP and open cut methods to remove I/I from the system. Phase 14 funds will also be used to conduct building inspections to identify and address private inflow sources with illegal connections to the sewer system.

Water and sewer debts scheduled to be retired in FY24 and FY25 will coincide with the borrowing under this program. Therefore, the impact of the 0% interest loan ($332,500) to be repaid over 10 years will not have an impact on the water and sewer rates.

A positive vote is required before the DPW can apply for and access the grant funds and interest-free loan from MWRA.

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications,** the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		**COMMONWEALTH DEPARTMENT NAME: Department of Fire Services** **MMARS Department Code: DFS**	
Legal Address: (W-9, W-4): 552 Main Street, Melrose, MA 02176		**Business Mailing Address: P.O. Box 1025, 1 State Road, Stow, MA 01775**	
Contract Manager: Chief Edward J. Collina	**Phone: 781-979-4404**	**Billing Address (if different):**	
E-Mail: ecollina@cityofmelrose.org	**Fax: 781-662-2304**	**Contract Manager: David Clemons**	**Phone: 978-567-3179**
Contractor Vendor Code: VC6000192116		**E-Mail: David.Clemons@mass.gov**	**Fax: 978-567-3121**
Vendor Code Address ID (e.g. "AD001"): AD001. **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s): CT-DFS-1000-** **RFR/Procurement or Other ID Number: Legislative Exemption**	

_x_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
_x_ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): _x_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $ 60,000.00.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: _x_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This grant is for SCBA safety and equipment improvements for the Melrose Fire Department, as specified in line item 8324-0050 of the FY2023 General Appropriations Act (Chapter 126 of the Acts of 2022). Funds are to be used in accordance with the Earmark Statement of Work only.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_x_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

__ 2. may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

__ 3. were incurred as of _____, 20___, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Edward J. Collina . Date: 9/30/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Edward J. Collina .
Print Title: Chief of Dept.-Fire .

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ . Date: _____ .
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____ .
Print Title: _____ .

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME : City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192116

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	City Mayor
Edward Collina	Chief of Dept. - Fire
Stephanie Ciampi	Assistant Treasurer

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 10/4/2022

Title: City Mayor Telephone: 781-979-4442

Fax: 781-662-2182 Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Department of Fire Services and the City of Melrose
Grant Agreement Scope of Work and Budget

Authorization: The authorization for this grant to the **City of Melrose** is the purchase of SCBA equipment for the Melrose Fire Department, per the legislative mandate as specified in line item 8324-0050 of the FY2023 General Appropriations Act (chapter 126 of the Acts of 2022), which reads "*...provided further, that not less than $60,000 shall be expended for the city of Melrose for a fire breathing apparatus, SCBA, for the purposes of safety and equipment improvements within the Melrose fire department;*".

Grant Project Description: The Melrose Fire Department will use the $60,000 to purchase new Self-Contained Breathing Apparatus (SCBA) equipment (air packs, cylinders, and face pieces). The Department's current SCBA equipment is aged-out and no longer covered by warranty. In order to stay NFPA compliant, it is imperative that our Department replaces the current aged-out equipment.

Grant Manager: The MA Department of Fire Services and the **City of Melrose** will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the **City of Melrose** to ensure successful completion of the grant, will consult with the **City of Melrose** to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The **City of Melrose** grant manager will serve as the interface between the MA Department of Fire Services and all **City of Melrose** personnel participating in this engagement, will develop and maintain the Scope of Work and Budget in consultation with the MA of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The **City of Melrose** grant manager is Edward J. Collina who can be reached at 576 Main Street, Melrose, MA 02176, Tel #: 781-979-4404, E-mail: ecollina@cityofmelrose.org. MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant without prior written authorization from the MA Department of Fire Service Chief Financial Officer. All applicable local and state procurement requirements must be adhered to in the use of the grant funds

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Budget Category	Budget Amount	Describe how the planned expenditures relate to the legislative authorization
Salaries and wages of employees performing grant related work		
Equipment related to the purpose of the grant	$60,000.00	NFPA compliant SCBA equipment will be purchased to replace aged-out equipment
Ordinary maintenance or other expenditures related to the purpose of the grant		

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Appropriate supporting documentation for salary costs must also be attached, including:

1. Payroll documentation including
   a. Individual employee's name;
   b. description of the services/work performed by the employee;
   c. the relationship of the employee's work performed to the grant;
   d. the wages paid; and
   e. dates of performance
2. Signature by the city/town fiscal officer certifying that the payroll costs were directly related to the purposes of the grant and eligible for grant reimbursement.

Such documentation is usually on timesheets, rosters, time and effort reports, payroll warrants, or other official records from the community/entity.

Frequency of Reimbursements: Reimbursement requests may be submitted on a quarterly or annual basis. The final reimbursement request must be submitted no later than July 21, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS. Site visits or desk-based reviews will be conducted within one (1) calendar year of the end of the contracted performance period.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a "material" change in the contract. "Material" changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form.* Contract amendments may not be done retroactively and must be done prior to the grant end date.

Approved by:

Edward J Collina

City of Melrose

Edward Collina - Chief of Dept.

Print Name and Title

9/30/2022

Date

Approved by:

Department of Fire Services

Print Name and Title

Date

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract F Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Fo https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		**COMMONWEALTH DEPARTMENT NAME:** Department of Fire Services **MMARS Department Code:** DFS	
Legal Address: (W-9, W-4): 552 Main Street, Melrose, MA 02176		**Business Mailing Address:** P.O. Box 1025, 1 State Road, Stow, MA 01775	
Contract Manager: Chief Edward J. Collina	**Phone:** 781-979-4404	**Billing Address (if different):**	
E-Mail: ecollina@cityofmelrose.org	**Fax:** 781-662-2304	**Contract Manager:** David Clemons	**Phone:** 978-567-3179
Contractor Vendor Code: VC6000192116		**E-Mail:** David.Clemons@mass.gov	**Fax:** 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		**MMARS Doc ID(s):** CT-DFS-1000- **RFR/Procurement or Other ID Number:** Legislative Exemption	

_x_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
_x_ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount:** $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): _x_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Servic

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supporte in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $ 60,000.00.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must iden a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 da ___% PPD. If PPD percentages are left blank, identify reason: _x_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial paym (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This grant is for SCBA safety and equipment improvements for the Melrose Fire Department, as specified in line item 8324-0050 of the FY2023 General Appropriations Act (Chapter 126 of the Acts of 2022). Funds a to be used in accordance with the Earmark Statement of Work only.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_x_ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
__ 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract ar attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023,** with no new obligations being incurred after this date unless the Contract is properly amend provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing a negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any requi approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certificatic required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentat upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by referer herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Fo Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response onl made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effect Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Edward J. Collina, Date: 9/30/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Edward J. Collina
Print Title: Chief of Dept.-Fire

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: [signature], Date: 10/2/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: David Clemons
Print Title: Director of Operations

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME : City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192116

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For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	City Mayor
Edward Colina	Chief of Dept. - Fire
Stephanie Ciampi	Assistant Treasurer

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 10/4/2022

Title: City Mayor Telephone: 781-979-4442

Fax: 781-662-2182 Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Form **W-9** (Massachusetts Substitute W-9 Form) Rev. March 2020	**Request for Taxpayer Identification Number and Certification**	Completed form should be given to the requesting department or the department you are currently doing business with.

Company/Taxpayer Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
City of Melrose

DBA Name if different from above:

Check the appropriate box: ☐ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation
☐ Partnership ☐ Trust/ Estate ☑ Other Municipality

Legal Address: number, street, and apt. or suite no.	City:	State:	Zip code:
562 Main Street	Melrose	MA	02176
Remittance Address: if different from legal address number, street, apt. or suite no.	City:	State:	Zip code:

Phone:	Fax:	Email address:
781-979-4404	781-662-2304	firestation@cityofmelrose.org

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Company/Taxpayer Tax Identification Number (9 digits EIN or SSN) Vendors: Dunn and Bradstreet Universal Numbering System (DUNS) All vendors that receive federal grant funds must submit their DUNS number. Please confirm with the state agency if this is required.	EIN: 04-6001401	SSN:	DUNS:

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No ☐ Yes ☐ If yes, in compliance with the State Ethics Commission requirements. Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here	Authorized Signature ► Stephanie Ciampi	Date ► 9/30/22
	Printed Name ► Stephanie Ciampi	

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Department of Fire Services and the City of Melrose
Grant Agreement Scope of Work and Budget

Authorization: The authorization for this grant to the **City of Melrose** is the purchase of SCBA equipment for the Melrose Fire Department, per the legislative mandate as specified in line item 8324-0050 of the FY2023 General Appropriations Act (chapter 126 of the Acts of 2022), which reads "*...provided further, that not less than $60,000 shall be expended for the city of Melrose for a fire breathing apparatus, SCBA, for the purposes of safety and equipment improvements within the Melrose fire department;*".

Grant Project Description: The Melrose Fire Department will use the $60,000 to purchase new Self-Contained Breathing Apparatus (SCBA) equipment (air packs, cylinders, and face pieces). The Department's current SCBA equipment is aged-out and no longer covered by warranty. In order to stay NFPA compliant, it is imperative that our Department replaces the current aged-out equipment.

Grant Manager: The MA Department of Fire Services and the **City of Melrose** will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the **City of Melrose** to ensure successful completion of the grant, will consult with the **City of Melrose** to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The **City of Melrose** grant manager will serve as the interface between the MA Department of Fire Services and all **City of Melrose** personnel participating in this engagement, will develop and maintain the Scope of Work and Budget in consultation with the MA of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The **City of Melrose** grant manager is Edward J. Collina who can be reached at 576 Main Street, Melrose, MA 02176, Tel #: 781-979-4404, E-mail: ecollina@cityofmelrose.org. MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant without prior written authorization from the MA Department of Fire Service Chief Financial Officer. All applicable local and state procurement requirements must be adhered to in the use of the grant funds

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Budget Category	Budget Amount	Describe how the planned expenditures relate to t legislative authorization
Salaries and wages of employees performing grant related work		
Equipment related to the purpose of the grant	$60,000.00	NFPA compliant SCBA equipment will be purchasec replace aged-out equipment
Ordinary maintenance or other expenditures related to the purpose of the grant		

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Appropriate supporting documentation for salary costs must also be attached, including:

1. Payroll documentation including
   a. Individual employee's name;
   b. description of the services/work performed by the employee;
   c. the relationship of the employee's work performed to the grant;
   d. the wages paid; and
   e. dates of performance
2. Signature by the city/town fiscal officer certifying that the payroll costs were directly related to the purposes of the grant and eligible for grant reimbursement.

Such documentation is usually on timesheets, rosters, time and effort reports, payroll warrants, or other official records from the community/entity.

Frequency of Reimbursements: Reimbursement requests may be submitted on a quarterly or annual basis. The final reimbursement request must be submitted no later than July 21, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

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Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS. Site visits or desk-based reviews will be conducted within one (1) calendar year of the end of the contracted performance period.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a "material" change in the contract. "Material" changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form.* Contract amendments may not be done retroactively and must be done prior to the grant end date.

Approved by:

Edward J Collina

City of Melrose

Edward Collina - Chief of Dept

Print Name and Title

9/30/2022

Date

Approved by:

Department of Fire Services

David Clemons, Director of Operations

Print Name and Title

10/12/22

Date

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FIRE DEPARTMENT
CITY OF MELROSE

OFFICE OF THE CHIEF

Edward J. Collina
Chief of Department

Fire Headquarters, 576 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4404
Fax - (781) 662-2304

To: City of Melrose – City Council
From: Chief Edward J. Collina
Date: December 16, 2022
RE: FY23 Earmark Grant

The City of Melrose Fire Department has been awarded $60,000 in funding from The Department of Fire Services.

These funds will be used to purchase Self-Contained Breathing Apparatus (SCBA) equipment for the purpose of safety and equipment improvements within the Fire Department, such as air packs, cylinders, and face pieces.

SCBA are used to protect members against oxygen deficiency, gases, irritants, chemicals, and carcinogens, just to name a few, as there are over 200 known chemicals found in smoke on a fireground. This equipment is essential for allowing fire fighters to operate in hostile fireground environments.

The Fire Department's current SCBA equipment is aged-out and no longer covered by warranty. In order to stay in compliance with the National Fire Protection Association (NFPA), it is imperative that we purchase and replace the current aged-out equipment to keep our department members safe.

Respectfully,

Edward J. Collina
Chief of Dept.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF M
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stre
Melrose, Massachusetts 0217
Telephone - (781) 979-411

COMMON VICTUALLER LICENSE APPLICATION

Annual Renewal Fee - $75

Licenses Expire annually on December 31

☑ **New Application**

☐ **Renewal Application**

Common Victualler Licenses are valid from January through December and are required to be renewed annually. To avoid delays in processing your application, please do not leave any applicable sections blank. *All incomplete applications will be returned.*

✓ **Please refer to the check list below to ensure all steps are completed prior to submitting the original application to the City Clerk's Office:**

	Completed application with "wet signature"
	Inspection and approval from the following Departments: o Melrose Fire o Melrose Health and Human Services Department o Melrose Police o Inspectional Services o Treasurer Collectors Office
	Completed Business Certificate Application, if applicable
	Completed Worker's Compensation Insurance Affidavit, including a copy of Declarations page of Workers' Compensation Policy.
	Copy of Current ServSafe Certificate
	$75 Application Fee payable by cash, credit card or check payable to the City of Melrose.

Please contact Joanne Perperian at (781) 979-4115 or email clerks@cityofmelrose.org with questions.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stree
Melrose, Massachusetts 0217
Telephone - (781) 979-411

COMMON VICTUALLER LICENSE
RENEWAL APPLICATION
LICENSING PERIOD JANUARY 1, 2023 – DECEMBER 31, 2023

Business Name: SALAMORE GOLF, INC. DBA MOUNT HOOD MEMORIAL PARK + GOLF COURSE	**Tax ID Number:** [redacted]
Business Address: 1287 MAIN ST. LYNNFIELD MA 01940 LOCAL: 100 SLAYTON RD. MELROSE, MA. 02176	**Business Phone Number:** [redacted]
Owner's Name: RICHARD LUFF TYLER SANBORN	**Owner's Cell Phone Number:** [redacted]
Residential Address of Owner: [redacted]	**Number of Employees:** LOCAL 4 FULL TIME 40 PART TIME
Email Address of Owner (required): [redacted]	
24-hour Emergency Contact Name: DEAN SCARITO - GENERAL MANAGER	**Emergency Phone Number:** [redacted]

Circle all that apply:	Breakfast	Lunch	Dinner	Take-out
	GOLF + FUNCTIONS	GOLF + FUNCTIONS	FUNCTIONS	

Please List Daily Hours of Operation

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6:00 AM	TO 11:00 PM	IN SEASON →				
VARIABLE	DURING	OFF-SEASON - DEPENDENT ON FUNCTION DEMAND				

Approved Number of Seats:	MAIN HALL: 90 CARR ROOM: 60 SNACK ROOM: 35
Floor Space/ Square Feet:	MAIN HALL: 1390 CARR ROOM: 780 SNACK ROOM: 450

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CITY OF M
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stre
Melrose, Massachusetts 0217
Telephone - (781) 979-411

By signing below, you are requesting to be granted a Common Victualler License from the City of Melrose. In addition, you swear and affirm that the contents of the document are truthful and accurate to the best of your knowledge and belief.

Additionally, you hereby certify under the penalties of perjury that you have, to the best of your knowledge and belief, filed all state tax returns, paid all state taxes, local taxes, all water, sewer and solid waste disposal bills, all tax titles, utilities, and all motor vehicle excise taxes to the City of Melrose required by law.

Signature of Petitioner 1	12/19/2022 Date of Signature	[redacted] Date of Birth
Signature of Petitioner 2	12/19/2022 Date of Signature	[redacted] Date of Birth

*This license will not be used or renewed unless this certification clause is signed by the applicant.

**Your Social Security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. Licensees failing to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.

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City Clerk

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Melrose, Massachusetts 0217
Telephone - (781) 979-411

The Commonwealth of Massachusetts
Department of Industrial Accidents Office of Investigations
600 Washington Street, Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Business
Applicant Information Please Print Legibly

Business Name: SALAMORE GOLF, INC.

Address: 1287 MAIN ST

City/State/Zip: LYNNFIELD, MA 01940

Phone #: [redacted]

	Are you an employer- (check one):
✓	*I am an employer with 45 employees (full/part-time) LOCAL 130 TOTAL
	I am sole proprietor or partnership and have no employees working for me in any capacity (No workers' comp insurance required)
	We are a corporation and its officers have exercised their right of exemption per c. 152, § 1(4), and we have no employees. (No workers' comp insurance required)
	We are a non-profit organization, staffed by volunteers, with no employees. (No workers' comp insurance required)

	Business Type- (required):
	Retail
	Restaurant/Bar/Eating Establishment
	Office and/or Sales (incl. real estate, auto, etc.)
	Entertainment
	Manufacturing
	Non-profit
	Health Care
✓	Other GOLF COURSE W/ SNACK BAR, BAR, + FUNCTION SPACE

*Any applicant that checks box #1 must also fill out the section on the next page showing their workers' compensation policy information.

** If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required, and such an organization should check box #1.

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I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: MERCHANTS PREFERRED INSURANCE COMPANY

Insurer's Address: 5 BEDFORD FARMS DRIVE SUITE 101

City/State/Zip: BEDFORD, N.H. 03110

Policy # or Self-Insurance License #: [redacted] Expiration Date: [redacted]

Required:

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expirations date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,5000.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP Work Order and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: By: [signature], PRES Date: 12/19/2022

Phone #: [redacted]

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OFFICE OF THE CITY CLERK

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City Clerk

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Melrose, Massachusetts 0217
Telephone - (781) 979-411

INFORMATION AND INSTRUCTIONS

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statue, and *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An employer is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that **"every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."**

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address, and phone number along with a certificate of insurance.

Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage.

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CITY OF ME
OFFICE OF THE CITY

Kristin Foote
City Clerk

562 Main Stree
Melrose, Massachusetts 0217
Telephone - (781) 979-411

Sign and date the affidavit

The affidavit should be returned to the city or town that the application for the permit or license is being requested, not the Department of Industrial Accidents. Should you have any questions regarding the law of if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigation has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a homeowner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigation would like to thank you in advance for your cooperation and should you have any questions please do not hesitate to give us a call. The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111

Tel. # 617-0727-4900 ext. 406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

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OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

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Melrose, Massachusetts 021
Telephone - (781) 979-41

COMMON VICTUALLER LICENSE
CITY DEPARTMENT REVIEW
LICENSING PERIOD JANUARY 1, 2023 – DECEMBER 31, 2023

Instructions for applicant:
Please complete the section below before obtaining approval from each of the City Departments listed on the back of this page. Departments will not review and approve if there are any fields left blank.

REPORT OF INVESTIGATION – RELATIVE TO APPLICATION FOR

Business Name: SALAMORE GOLF, INC. DBA MOUNT HOOD MEMORIAL PARK + GOLF COURSE

Owner Name: RICHARD LUFF Owner DOB: [redacted]

Business Address: LOCAL: 100 SLAYTON RD, MELROSE, MA 02176
CORPORATE: 1287 MAIN ST, LYNNFIELD, MA 01940

Daily Business Hours

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	VARIABLE DURING OFF SEASON - DEPENDENT ON FUNCTION DEM	6:00AM	TO 11:00PM	IN SEASON		
Approved Number of Seats:			MAIN HALL: 90 CART ROOM: 60 SNACK ROOM: 35			
Floor Space/ Square Feet:			MAIN HALL: 1390 CART ROOM: 780 SNACK ROOM: 450			

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OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stree
Melrose, Massachusetts 0217
Telephone - (781) 979-411

Attention City Officials: Please review the information submitted by the applicant on the reverse side to ensure all fields are complete prior to researching your records and signing off.

MELROSE HEALTH & HUMAN SERVICES 781-979-4130	Date Signed: 12-20-2022	**FOOD PERMIT EXP DATE:** 05-31-2023
Health & Human Services Signature	Anthony Chui *Health & Human Services Name Printed*	
☐ Denied	☐ Approved	☒ Other
Comments: New application - Inspection in process		

MELROSE FIRE DEPARTMENT 781-979-4405	Date Signed: 1/9/23 J. GIBSON	**$10 Fee Paid** Yes / No
Melrose Fire Captain Signature	*Fire Captain Name Printed*	
☐ Denied	☒ Approved	☐ Other
Comments:		

MELROSE POLICE DEPARTMENT 781-665-1212	Date Signed: 12/20/2022
Melrose Police Signature (45)	*Melrose Police Name Printed* 45
☐ Denied	☑ Approved ☐ Other
Comments:	

INSPECTIONAL SERVICES DEPARTMENT 781-979-4135	Date Signed: 12/20/22
Building Commissioner Signature	*Building Commissioner Name Printed*
☐ Denied	☑ Approved ☐ Other
Comments:	

TREASURER COLLECTORS' OFFICE Available in person during City Hall business hours	Date Signed: 1-3-23
Treasurer Collector Signature	Pat Dean *Treasurer Collector Name Printed*
☐ Denied	☑ Approved ☐ Other
Comments:	

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ACORD®

INSURANCE BINDER

DATE (MM/DD/YYYY): 12/15/2022

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY D.B. Warlick & Co. P O Box 1260 69 Lafayette Rd. North Hampton NH 03862	COMPANY: Merchants Insurance Co. BINDER #: B22121528363 EFFECTIVE DATE: 1/1/2023 TIME: 12:01 X AM EXPIRATION DATE: 1/31/2023 TIME: X 12:01 AM / NOON
PHONE (A/C, No, Ext): (603) 964-6065 FAX (A/C, No): (603) 964-9029 CODE: SUB CODE: AGENCY CUSTOMER ID: 00015225	☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: CMP9155355
INSURED AND MAILING ADDRESS Sagamore Golf Inc dba Mt Hood Memorial Park & Golf Course 101 North Road North Hampton NH 03862	DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Location: 100 Slayton Road, Melrose MA

COVERAGES

TYPE OF INSURANCE	COVERAGE / FORMS	LIMITS: DEDUCTIBLE / COINS %	AMOUNT
PROPERTY — CAUSES OF LOSS: ☐ BASIC ☐ BROAD ☒ SPECIAL; ☒ REPLACEMENT COST	Blanket Bldg & contents	[redacted]	
GENERAL LIABILITY: ☒ COMMERCIAL GENERAL LIABILITY; ☐ CLAIMS MADE ☒ OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	$ [redacted]
		DAMAGE TO RENTED PREMISES	$
		MED EXP (Any one person)	$
		PERSONAL & ADV INJURY	$
		GENERAL AGGREGATE	$
		PRODUCTS - COMP/OP AGG	$
VEHICLE LIABILITY: ☐ ANY AUTO; ☐ ALL OWNED AUTOS; ☐ SCHEDULED AUTOS; ☐ HIRED AUTOS; ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT	$
		BODILY INJURY (Per person)	$
		BODILY INJURY (Per accident)	$
		PROPERTY DAMAGE	$
		MEDICAL PAYMENTS	$
		PERSONAL INJURY PROT	$
		UNINSURED MOTORIST	$
			$
VEHICLE PHYSICAL DAMAGE — DED: ☐ COLLISION: ☐ OTHER THAN COL:	☐ ALL VEHICLES ☐ SCHEDULED VEHICLES	☐ ACTUAL CASH VALUE; ☐ STATED AMOUNT	$
GARAGE LIABILITY: ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT	$
		OTHER THAN AUTO ONLY: EACH ACCIDENT	$
		AGGREGATE	$
EXCESS LIABILITY: ☒ UMBRELLA FORM; ☐ OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE	$ [redacted]
		AGGREGATE	$
		SELF-INSURED RETENTION	$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		☐ PER STATUTE	
		E.L. EACH ACCIDENT	$
		E.L. DISEASE - EA EMPLOYEE	$
		E.L. DISEASE - POLICY LIMIT	$
SPECIAL CONDITIONS / OTHER COVERAGES: Additional Insured: The People of the City of Melrose, The Park Commission, their commissioners, officers and agrents and employees		FEES	$
		TAXES	$
		ESTIMATED TOTAL PREMIUM	$

NAME & ADDRESS

☐ MORTGAGEE ☐ ADDITIONAL INSURED
☐ LOSS PAYEE

LOAN #:

AUTHORIZED REPRESENTATIVE

David Warlick/GAIL

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Date Prepared: 12/02/22

DIRECT BILL

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY

MERCHANTS PREFERRED INSURANCE COMPANY
BUFFALO, NY 14202
NCCI COMPANY NUMBER: 33942

INFORMATION PAGE

POLICY NUMBER: [redacted]

AGENCY/BROKER: D B WARLICK & CO.

AGENT CODE: 71889/NER06/037

TRANSACTION TYPE: RENEWAL

RENEWAL OF NUMBER: [redacted]

BUSINESS TYPE: CORPORATION

1. THE INSURED MAILING ADDRESS: SAGAMORE GOLF INC
101 NORTH ROAD
NORTH HAMPTON, NH 03862-2130

INTERSTATE/INTRASTATE RISK ID:

BOARD FILE NUMBER:

FEDERAL EMPLOYER IDENTIFICATION NUMBER: [redacted]

OTHER WORKPLACES NOT SHOWN ABOVE: (ADDRESS, CITY, STATE, ZIP CODE)
SEE EXTENSION OF INFORMATION PAGE

2. POLICY PERIOD is from 01/01/23 to 01/01/24 12:01 AM standard time at the insured's mailing address.

3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: MA NH

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	$1,000,000	each accident
Bodily Injury by Disease	$1,000,000	policy limit
Bodily Injury by Disease	$1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This policy includes these endorsements and schedules:

MS IU 05 11 99	MU 06 3J 07 17	MU 92 67 05 19	MU 92 72 08 19	WC 00 00 00 C
WC 00 00 01 A	WC 00 03 08	WC 00 04 06	WC 00 04 06 A	WC 00 04 14 A
WC 00 04 19	WC 00 04 20	WC 00 04 21 E	WC 00 04 22 C	WC 00 04 25
WC 20 03 01	WC 20 03 02 A	WC 20 03 03 D	WC 20 04 04	WC 20 06 01 A
WC 28 04 04	WC 28 04 05	WC 28 06 01	WC 28 06 04	

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium

SEE EXTENSION OF INFORMATION PAGE

MINIMUM PREMIUM	$	328
DEPOSIT PREMIUM	$	19,079
TOTAL ESTIMATED ANNUAL PREMIUM	$	19,079

Interim adjustments of premiums shall be made: ANNUAL

Countersigned by: _____

Authorized representative Date

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CITY OF MELROSE **Human Resources Department**

City Hall, 562 Main Street
Melrose, Massachusetts 02176
(P) 781-979-4145

Polina Latta
Director
platta@cityofmelrose.org

MEMORANDUM

To: Melrose City Council
From: Polina Latta, Director of Human Resources and Labor Relations;
James Troup, Deputy Director Administration & Finance
Re: Workplace Safety and Education Grant Program
Date: January 3, 2023

Through the Human Resources Office and Department of Public Works, the City of Melrose has recently been awarded the Workplace Safety and Education Grant through the Executive Office of Labor and Workforce Development, administered by the Department of Industrial Accidents, Office of Safety. This grant is awarded in the amount of $8,200.00 and issued under the provisions of Massachusetts General Law, Chapter 23E, Section 3. Reimbursement will be distributed after all contractual documents are signed by all parties involved. All training programs must be completed on or before June 30, 2023. **There is no match required for this grant.**

The Workforce Safety and Education Grant Program is intended to promote safe and healthy working conditions in the workplace through education and preventative measures. Through careful consideration, we have identified and been approved for two training topics**:**

1. **OSHA10 Training:** This training is intended to provide important OSHA 10 training to individuals who have not yet received this certificate.
2. **Defensive Driving:** This training is intended to educate DPW employees who have access to City Vehicles on best practices of operating City Vehicles and reviews defensive actions drivers can take to reduce the risk of an accident.

In our application, we stressed the importance of safety training for our DPW employees due to the high-risk factor of many of our employee's job responsibilities. While training is offered throughout the year, the goal is to reinforce best practices and provide resources for a safer working environment. This will result in healthier employees that may better serve the City, as well as potentially reduce Worker's Compensation expenditures and other costs associated with workplace accidents.

We look forward to offer comprehensive training to DPW employees, mitigating possible workplace hazards, and enforcing proper care in their everyday work environment. We respectfully ask Council to accept this $8,200.00 grant award.

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Office of the Governor
Commonwealth of Massachusetts
State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

December 7, 2022

Chief Edward Collina
City of Melrose
576 Main Street
Melrose, MA 02176

Dear Chief Collina,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the City of Melrose $19,000.00 in State Fiscal Year 2023 funding for the Firefighter Safety Equipment Grant Program.

Through great challenges in recent years, the fire service in Massachusetts has maintained the level of dependability and excellence that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

The contract, terms and conditions, and other award documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov.

Sincerely,





Governor Charles D. Baker

Lt. Governor Karyn E. Polito

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 552 Main St, Melrose, MA, 02176		Business Mailing Address: P.O. Box 1025, Stow MA 01775	
Contract Manager: Chief Edward J. Collina	Phone: 781-979-4404	Billing Address (if different):	
E-Mail: Ecollina@cityofmelrose.org	Fax: 781-662-2304	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192116		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (AD001) (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-2023FFEGRANT00000000 RFR/Procurement or Other ID Number: BD-81549	

_x_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ **Statewide Contract** (OSD or an OSD-designated Department)
- __ **Collective Purchase** (Attach OSD approval, scope, budget)
- _x_ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- __ **Emergency Contract** (Attach justification for emergency, scope, budget)
- __ **Contract Employee** (Attach Employment Status Form, scope, budget)
- __ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.

Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- __ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
- __ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- __ **Contract Employee** (Attach any updates to scope or budget)
- __ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): _x_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended) **$19,000.00**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _x_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY23 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' FY23 Firefighter Equipment Grant, in accordance with the FY23 Grant Application, and attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_x_ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Edward J Collina. Date: 12/9/22
(Signature and Date Must Be Captured At Time of Signature)

Print Name: Edward J. Collina

Print Title: Chief of Department

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: _____.
(Signature and Date Must Be Captured At Time of Signature)

Print Name: David Clemons

Print Title: Director of Operations

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Get Adobe Reader Now!

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192116

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	City Mayor
Edward Collins	Chief of Dept. - Fire

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 12/05/2022

Title: Mayor

Telephone: 781-979-4442

Fax: 781-662-2182

Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Sensitivity level - low

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FIRE DEPARTMENT
CITY OF MELROSE

OFFICE OF THE CHIEF

Edward J. Collina
Chief of Department

Fire Headquarters, 576 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4404
Fax - (781) 662-2304

To: City of Melrose – City Council
From: Chief Edward J. Collina
Date: January 4, 2023
RE: FY23 Firefighter Safety Equipment Grant

The City of Melrose Fire Department has been awarded $19,000 in funding from the Executive Office of Public Safety & Security Department of Fire Services.

These funds will be used to purchase Self-Contained Breathing Apparatus (SCBA) equipment for the purpose of safety and equipment improvements within the Fire Department, such as air packs, cylinders, and face pieces.

SCBA are used to protect members against oxygen deficiency, gases, irritants, chemicals, and carcinogens, just to name a few, as there are over 200 known chemicals found in smoke on a fireground. This equipment is essential for allowing fire fighters to operate in hostile fireground environments.

The Fire Department's current SCBA equipment is aged-out and no longer covered by warranty. In order to stay in compliance with the National Fire Protection Association (NFPA), it is imperative that we purchase and replace the current aged-out equipment to keep our department members safe.

Respectfully,

Edward J. Collina
Chief of Dept.

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Department of Fire Services and the City of Melrose
FY23 Firefighter Equipment Grant Agreement Scope of Work and Budget

Authorization: This grant is awarded by the Executive Office of Public Safety through the Department of Fire Services' FY23 Firefighter Safety Equipment Grant program for the purchase of firefighter safety equipment in accordance with the Acts of 2020 chapter 151 2D, the Department of Fire Services Earmark and Grants policy and procedures, and CMR 815, 2.00 State Grant Regulations.

Grant Project Description: Purchase of firefighter safety equipment as listed in the budget section of this Scope of Work.

Grant Manager: The MA Department of Fire Services and the grantee will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the grantee to ensure successful completion of the grant, will consult with the grantee to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The grantee's grant manager will serve as the interface between the MA Department of Fire Services and all grantee personnel participating in this program, will maintain the Scope of Work and Budget in consultation with the MA Department of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The grantee's grant manager is Finance Administrator Rachel Jacobsmeyer who can be reached at: 576 Main Street Melrose, MA 02176, tel 781-979-4404, email: rjacobsmeyer@cityofmelrose.org. The MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant. The funds may not be used for construction and all applicable local and state procurement requirements must be adhered to in the use of the grant funds. The grant funds must be used to purchase the following approved firefighter safety equipment.

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Grant Award:

Department	*Description of allowable Equipment*
City of Melrose	Individual SCBA Facepiece SCBA Bottle Self-Contained Breathing Apparatus (SCBA)
Total Award	$19,000.00

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Period of Performance: **Approved expenditures may not be made until a contract has been executed between DFS and the grant recipient.** Expenses incurred prior to execution of a contract **will not** be eligible for reimbursement through this program.

Grant recipients must take delivery of equipment no later than June 30, 2023. Equipment delivered to the recipient after that date **will not** be eligible for reimbursement through this program unless approval for an extension has been already been granted in writing by the DFS grant manager.

Reimbursement requests must be submitted no later than July 28, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Grant Extensions: Grant recipients may request a single performance period extension if extenuating circumstances beyond the control of the recipient (backordered equipment, supply chain disruptions, vendor errors, etc.) will prevent equipment from being delivered on or before June 30, 2023. Extensions for these purposes must be submitted to DFS by email no later than June 1, 2023. Approval of extension requests is at the sole discretion of DFS.

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with

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any portion of the terms of the FY23 Firefighter Safety Equipment Application, the executed Standard Contract Form, and the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a "material" change in the contract. "Material" changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form.* Contract amendments may not be done retroactively and must be done prior to the grant end date.

Records Management: The grantee shall maintain records in accordance with 815 CMR 2.08. This regulation includes but is not limited to "… maintain records, books, files and other data as specified in a contract and in such detail as shall properly substantiate claims for payment under a contract, for a minimum retention period of seven years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution, of any litigation, claim, negotiation, audit or other inquiry involving a contract…"

Approved by:

Edward J. Collins

City of Melrose

Edward J. Collins - Chief of Department

Print Name and Title

12/9/2022

Date

Approved by:

Department of Fire Services

David Clemons, Director of Operations

Print Name and Title

Date

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: City Council President Jen Grigoraitis
From: Mayor Paul Brodeur
Re: Request for Approval of Home Rule Petition
Date: January 17, 2023

I hereby request the Honorable City Council's consideration and approval of a Home Rule Petition to authorize the continued employment of City of Melrose Firefighter Daryl MacLeod until the age of 67 or until he is relieved of his duties by the mayor, whichever occurs first.

This Home Rule Petition is the only mechanism by which the City can allow a fire fighter to continue in that role past the age of 65. Doing so in this instance would serve the interests of the City by assisting our Fire Department in dealing with currently low staffing levels.

I have instructed City Solicitor Shannon Phillips to provide background on the Home Rule Petition process, and Fire Chief Ed Collina and the Firefighter Daryl MacLeod will be present at your Council meeting to answer any questions you may have regarding the necessity of making this request.

Thank you for your consideration of this request and for your continued support of the Fire Department as they work to provide the life-saving services our community members rely upon on a daily basis.

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AN ACT Authorizing the Continued Employment of Daryl MacLeod as Firefighter for the City of Melrose.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Notwithstanding any general or special law to the contrary, Daryl MacLeod, City of Melrose Firefighter, may continue to serve in that position until reaching the age of sixty-seven (67), provided however that he remains mentally and physically capable of performing the duties of such position. The Mayor may, at the expense of the City, require Daryl MacLeod to be examined by an impartial physician to determine such capability. No further deductions shall be made from the regular compensation of Daryl MacLeod under Chapter 32 of the General Laws for any service in that position subsequent to his reaching age 65 and upon retirement for superannuation, he shall receive a superannuation retirement allowance equal to the allowance that he would have been entitled to had he retired upon reaching age 65.

SECTION 2. The provisions of this law shall not entitle Firefighter Daryl MacLeod to remain in service to the City of Melrose if removed or suspended from office.

SECTION 3. This act shall take effect immediately upon passage.

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CITY OF MELROSE **Legal Department**

Shannon Phillips
City Solicitor
sphillips@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone (781) 979-4184

January 11, 2023

Jennifer Grigoraitis, City Council President
Melrose City Council
562 Main Street
Melrose, MA 02176

Re: **Order No. 10520**
(Requesting approval of a Home Rule Petition to authorize the City to continue the employment of Daryl MacLeod as Firefighter for the City of Melrose beyond age 65)

Dear Honorable Council Members:

This correspondence is being sent in advance of your January 17, 2023 City Council meeting at which the above-referenced order appears on the agenda for review and consideration.

In essence, Order No. 10520 is a Home Rule Petition to be submitted to the Massachusetts Legislature. Its intent is to allow for Firefighter Daryl MacLeod, a current longtime member of the Melrose Fire Department, to continue employment with the City of Melrose Fire Department to the age of 67. Absent a Home Rule Petition, Firefighter Daryl MacLeod reaches his 65th birthday in February 2023, and under state law will be mandated to retire from his position by the end of that month.

Please allow this correspondence to serve as background relative to the Home Rule Petition process, and to explain why such a petition is necessary to extend the maximum age restriction of a firefighter.

1. Mandatory Retirement Age of Firefighters in Massachusetts

Specifically, pursuant to Section 2 of Chapter 415 of the Acts of 1987 and Massachusetts General Laws c. 32, s. 1, age is considered a bona fide occupational qualification of firefighters and police officers in Massachusetts. By law, those employees must retire from their respective positions on or before the last day of the month in which they reach the age of 65. The law does not allow for distinctions to be made based on an individual's actual physical fitness, health,

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strength, or their desire or willingness to remain on the job. In Massachusetts, cities and towns have limited powers available, and cannot pass local legislation in conflict with state law.

Given this, should a municipality in Massachusetts wish to change this maximum age restriction to allow for one of its public safety employees to remain on the job longer, as is the case here, the only mechanism to do so is through the Home Rule Petition process.

2. The Home Rule Petition Process

A Home Rule Petition is the mechanism by which municipalities in Massachusetts request a new type of power from the state through the passage of a special act applicable only to their locality. A Home Rule Petition of the type requested by Order No. 10520- to extend the mandatory retirement age of a public safety employee- is not an uncommon petition filed or entertained by the state Legislature in Massachusetts. There have in fact been a number of very similar petitions filed and passed by the Legislature and signed by the Governor in recent years allowing for an individual in a public safety position to continue to serve beyond age 65. [1]

The first step in the Home Rule Petition process is for the City to obtain local approval – by its legislative body- of the petition.[2] Consistent with Melrose Charter provisions and Council Rules of Order, such approval may be given by a simple majority vote of Council.

If approved by City Council at the local level, a certified copy of the votes taken by City Council approving the Home Rule Petition, as well as the proposed legislation should then be forwarded to the local legislative delegation with a request that the proposed legislation be filed on the City's behalf. This filing should include a copy of the City Council's vote, including the date, attested to by the signature of the City Clerk. Given the form of the proposed bill in Order No. 10520, the Legislature will then be free to amend the text as necessary within the scope of the general objectives of the petition. [3]

While there is no guaranteed timeframe for approval by the Legislature and signature of the Governor, my understanding is the Mayor's Office has been in touch with state delegation to inform them of this forthcoming petition, and that every effort is going to be made to have this petition reviewed and heard in short order- before the end of February 2023 given the impending timeframe of this individual's retirement.

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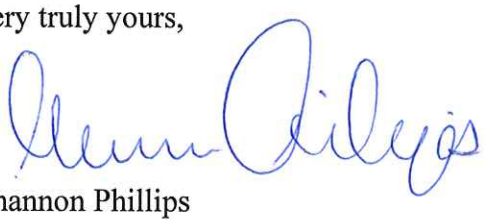
[1] *An Act Authorizing the Town of Wellesley to Continue Employment of Jeffrey Peterson*, Chapter 186 of the Acts of 2020 (October 2, 2020); *An Act Authorizing the City of Framingham to Continue the Employment of Police Officer James Green*, Chapter 307 of the Session Acts of 2020 (January 11, 2021); *An Act Authorizing the City of Somerville to Continue the Employment of Charles J. Femino As Acting Chief of Police*, Chapter 99 of Acts of 2022 (July 1, 2022); *An Act Authorizing the Town of Hampden to Continue the Employment of Fire Department Member Peter Hatch,* Chapter 365 of the Acts of 2022 (January 4, 2023); *An Act Authorizing the Continued Employment of Anthony Del Signore, the Assistant Fire Chief of the Town of Reading,* Chapter 367 of the Acts of 2022 (January 4, 2023)

[2] Section 8(1) of the Home Rule Amendment (Mass. Const. amend. art. 2, as appearing in amend. art. 89)

[3] See *Opinion of the Justices*, 356 Mass. 775, 791 (1969).

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Very truly yours,



Shannon Phillips

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FIRE DEPARTMENT
CITY OF MELROSE

OFFICE OF THE CHIEF

Edward J. Collina
Chief of Department

Fire Headquarters, 576 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4404
Fax - (781) 662-2304

January 11, 2023

Jennifer Grigoraitis, City Council President
Melrose City Council
562 Main Street
Melrose, MA 02176

Dear Councilors,

Order No.10520 coming before you on your agenda on January 17, 2023. This order is a home rule petition which would allow for current Firefighter Daryl MacLeod, to continue to serve in that position until reaching the age of sixty-seven (67). Currently under state law he must retire on the last day of the month in which he turns sixty-five (65) – February 2023.

Firefighter Macleod is a life-long resident of Melrose and he has been employed with the City of Melrose Fire Department since 1993. He has been cited and credited with rescuing two people from burning buildings, he comes to work, stays mentally and physically fit, and knows all aspects of the job. His knowledge and love for the job will surely be missed if and when he retires.

In just the last 7 months, the staffing levels in the Fire Department have decreased by 6 positions due to resignations and/or retirements. In response to a recent requisition to fill the vacancies, created by the resignations/retirements, we only received four parties of interest off of the civil service list, in which the City offered conditional letters of employment to two. Of the two, only one has accepted. The decrease in staffing puts a tremendous strain on the current work force to maintain an adequate level to safely mitigate the hazards of modern-day fire service. This proposed act is a temporary solution to our current staffing issue.

I sincerely urge this honorable body to move quickly to support this special act, allowing Firefighter Daryl MacLeod to continue his employment within the City, to help ease the strains in staffing that we are currently working under, and respectfully request immediate consideration of this order to allow the process to move ahead.

Edward J. Collina
Chief of Department

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Ghobrial, Andrew

From: Collina, Edward
Sent: Tuesday, January 17, 2023 12:34 PM
To: Ghobrial, Andrew
Cc: Foote, Kristin; Fleischman, Margot; Phillips, Shannon
Subject: Order #2023-54 - Withdrawal

Importance: High

Good Afternoon,

I respectfully request that the order going to the City Council this evening (Order # 23-054) be withdrawn. FF Daryl MacLeod informed me just this morning that he has decided not to extend his career with the Fire Department beyond his expected date of retirement in February 2023.

Regards,
Chief

Edward J. Collina
Chief of Department
Melrose Fire Department
576 Main Street
Melrose, MA. 02176
(Office) 781-979-4403
(Fax) 781-662-2304
ecollina@cityofmelrose.org

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Commission on Disability Reappointment
Date: January 3, 20223

I respectfully request the Honorable City Council confirm the reappointment of Margaret Sheets, 53 Melrose St., Apt. 3D, to the Commission on Disability for a three-year term, said term to expire on the last day of February 2026.

Ms. Sheets possesses approximately 10 years of experience working for the Disability Policy Consortium of Massachusetts, and during her time with the Commission, has proven herself to be an invaluable member. I am confident that her reappointment will help the commission continue to drive forward its mission of ensuring Melrose is fully inclusive of people with disabilities and assist the commission in meeting one of its core objectives: reviewing and making recommendations about policies, procedures, services, activities, and facilities of departments, boards, and agencies of the City of Melrose as they affect people with disabilities.

Thank you for your consideration.

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Margaret Sheets

53 Melrose St. Apt. 3D Melrose, MA 02176

Relevant Experience

Disability Policy Consortium Massachusetts, My Ombudsman Program Boston, MA
Operations Coordinator, 6/2018-Present

- Conduct research and write articles for the Disability Policy Consortium's weekly newsletter
- Edit reports regarding information on MassHealth members' cases to ensure readability
- Conduct satisfaction surveys to assess MassHealth members' thoughts on the My Ombudsman program
- Analyze satisfaction survey results and present survey data to staff to help with assessing staff performance
- Arrange logistics and work with transit authorities statewide to post My Ombudsman ads on public buses
- Transcribe interviews and analyze results to assess MassHealth members experiences with LTS Coordinators
- Orient newly hired staff to policies and best practices for working as part of the My Ombudsman team
- Work with My Ombudsman staff to design items to be distributed at outreach events
- Interview candidates as part of an interview committee for positions within the My Ombudsman team
- Interview and supervise summer interns
- Represent the My Ombudsman Program at statewide events
- Respond to staff inquiries about office policies, procedures, locations of supplies and other documents
- Organize and facilitate staff wellness activities and ensure staff members' life events are recognized
- Respond to phone inquiries from the public and connect them with appropriate resources
- Work with three staff members to develop strategies to organize their tasks to increase their productivity

Disability Policy Consortium Massachusetts, Malden, MA
Health Care Advocate and Research Assistant, 7/2014-6/2018

- Researched and wrote issue briefs to distribute to disability advocates on topics impacting people with disabilities
- Supervised an intern in compiling information for a database regarding scholarships for students with disabilities
- Lead a discussion group for women with disabilities in Second Life to further empower women with disabilities
- Researched disability topics to respond to consumer requests for information
- Worked with a team to organize a symposium on transportation access for young adults with disabilities sponsored by Easter Seals Massachusetts
- Conducted customer satisfaction surveys to analyze the quality of services delivered by One Care Ombudsman staff
- Presented on barriers to sexual healthcare faced by people with disabilities, as part of a UMass Medical School webinar
- Designed and wrote content for a resource guide to assist people with disabilities who may be experiencing violence
- Transcribed phone interviews for researchers at the Mongan Institute to assess patients' experiences with EMT care
- Organized logistics analyzed results and wrote a report of discussion groups on healthcare-seeking habits of people with disabilities to inform the work of disability-related organizations.
- Called over 100 people with disabilities to urge them to attend meetings regarding changes to MassHealth
- Created online surveys and analyzed results via SurveyMonkey to gather data on various topics of interest to the DPC
- Gave presentations to educate 10-20 students at Lesley College about disability history and advocacy

Community Catalyst, Boston, MA
Program Associate, 7/2013-11/2014

- Organized all logistics and guest list for an off-site Community Catalyst meeting with 20 medical leaders
- Conducted internet research on conflict-of-interest issues in medical education to provide information for publication
- Analyzed medical schools' conflict of interest policies to edit toolkits to help improve schools' policies
- Recruited 20-30 participants and managed logistics for conference calls and webinars

Easter Seals Massachusetts, Boston, MA
Public Affairs Intern, 9/2012-7/2013

- Testified before health and human service committees at the Massachusetts State House on employment issues
- Researched disability topics and wrote reports summarizing the information for use by Easter Seals staff

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Dana-Farber Cancer Institute Center for Community-Based Research, Boston, MA
Research Assistant II, 10/2011-5/2012

- Reviewed articles for use in manuscripts
- Edited and wrote content for articles subsequently published in academic journals
- Analyzed focus group results concerning women's opinions of changes in mammography guidelines
- Designed format and wrote content for PowerPoint presentations and newsletters

Academic Publications

Allen, J. D., Bluethmann, S. M., Sheets, M., Opdyke, K. M., Gates-Ferris, K., Hurlbert, M., & Harden, E. (2013). Women's responses to changes in US preventive task force's mammography screening guidelines: results of focus groups with ethnically diverse women. *BMC public health*, *13*(1), 1169-1181

Allen JD, Mars D, Tom D, Apollon G, Hillaire D, Iralien G, Cloutier L, Sheets M, Zamor R (2013). Health beliefs, attitudes and service utilization among Haitians. *Journal of Health Care for Poor and Underserved, 24*, 106-119

Education

Emerson College (in collaboration with **Tufts University School of Medicine**), Boston, MA, **Graduated**: 2010
Master of Arts in Health Communication; Awarded a graduate assistantship

American University School of International Service, Washington, DC, **Graduated:** 2008
Bachelor of Arts in International Studies
MEAF-AAPD Congressional Internship Program Paid Intern-Summer 2006

- Interned in the Washington DC offices of Senator Debbie Stabenow and the US Senate Health, Education, Labor and Pensions Committee

Skills

Computer Skills: Microsoft Word, Excel, PowerPoint, Outlook, Publisher, OneNote, Adobe Reader, EndNote, SPSS
Language Skills: Proficient in conversational Spanish

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Janet M. Nevin
415 East Foster Street, Melrose, MA 02176

Objective: Seeking a position in a dynamic and collaborative environment, where my experience and talents will contribute to the growth and success of the organization.

Skills: Flexible, resourceful, detail oriented, with exceptional communication skills. Focused, dependable, a solid team player and consensus-builder. Proven expertise in writing, editing and proofreading, as well as experience with grant administration support.

Education:
University of Vermont
Mass Communications & Theater Major

Professional:

SDM Foundation
Associate
Worked as a team member to provide administrative and marketing support for a non-profit focused on teaching people to use technology to enrich their lives. Our services were tailored to individual needs and were available free of charge. Responsibilities included the overall customer experience and community outreach. Also set-up the monthly Shop Talks Speaker Series with local experts on a variety of technical topics. Assisted with scheduling and publishing monthly newsletters.

City of Melrose | Health Department
Grant Administrator
Provided administrative support to Melrose Substance Abuse Prevention Coalition. Assisted with production and dissemination of all Coalition materials, including Annual Report, meeting minutes and press releases. Coordinated staffing for off-site events. Worked from grant inception to build relationships with community groups, schools, police and local businesses in support of Coalition mission.

Continental Cablevision, Inc.
Office Manager and Executive Assistant to the Chairman & CEO
Hired, trained and managed office staff, maintained office systems and acted as liaison to corporate vendors through office relocation process; represented company at corporate sponsored events.

Volunteer / Community Development:

The Bridge | A School/Community Partnership
Former Board Member and Bee Committee Member
Developed policies and goals for organization and represented Board at community and school district events; assisted with planning yearly fundraiser as member of raffle committee.

Melrose Alliance Against Violence
Supporter and Current Walk Committee Member
Assist in planning annual walk for an organization whose mission is to raise community awareness of domestic and teen dating violence and to promote programs to reduce violence and encourage healthy relationships.

Community Coalition of Melrose
Former Member
Served as community representative for group comprised of local businesses and organizations, which was formed to promote quality of life within Melrose.

Common Ground Teen Center
Founding Member & Former Volunteer
In response to community need, helped to establish drop-in center for community youth. Assisted with strategic planning, staffing and fundraising.

Volunteer:
Melrose Schools – Former volunteer at a variety of levels, most recently in the community reading program
Meals on Wheels Program – Former delivery team member
Melrose Parent Workshop – Former member – developed and co-chaired parent & community speaker series.
The Food Drive, Melrose – Current volunteer

Award: **City of Melrose** – Volunteer of the Year - 2007

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Council on Aging Reappointment
Date: January 3, 2023

I respectfully request the Honorable City Council confirm the reappointment of Janet Nevin, 415 East Foster Street, to the City of Melrose Council on Aging Board, for a three-year term, said term to expire on the last day of February 2026.

Ms. Nevin's reappointment comes with full support from the entire Council on Aging Board. With an extensive background in event planning, community outreach, and administrative support, as well as noteworthy volunteerism, it is also my strong recommendation that Janet Nevin's reappointment to the Melrose Council on Aging Board is approved.

Thank you for your consideration.

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§ 56-10. Assistant City Clerk.

A. The City Clerk shall, on or before the first Monday in February in each year, appoint an Assistant City Clerk, subject to confirmation by the City Council.

B. The Assistant City Clerk may be removed by the vote of a majority of all the members of the City Council taken by roll call.

C. In the absence of the City Clerk, the Assistant City Clerk shall perform all the duties of the office and shall perform such other duties as he/she may be called upon to perform by the City Clerk.

State law reference — Authority to appoint assistant city clerk, MGL c. 41, § 18.

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Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the principal and Western Surety Company, that instead of as originally written:

The Principal's name has been changed.
From:
Kristen Foote
To:
Kristin Foote

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 26th day of April, 2021, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 65457825 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to Kristin Foote.

Signed this 26th day of April, 2021.

WESTERN SURETY COMPANY

By _____
Paul T. Bruflat, Vice President

Form F5147-11-2019

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls, State of South Dakota, its regularly elected Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One City Clerk City of Melrose

bond with bond number 65457825

for Kristin Foote

as Principal in the penalty amount not to exceed: $ 15,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 26th day of April, 2021.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 26th day of April, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

M. BENT NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

M. Bent

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-11-2020

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

From: Steve Rich
To: Foote, Kristin
Subject: RE: 2022 City Clerk Bond
Date: Tuesday, March 15, 2022 12:46:49 PM
Attachments:

Hi Kristin,

Your surety bond is good for 3 years – May 1, 2021-2024, and you paid $255 for the 3 year term.

Please let me know if you need anything else.

Thank you,

Steve



Steven G. Rich
Commercial Lines Account Manager
Gove & Feldman Insurance Agency, Inc.
124 Main Street, Suite 1
Rockport, MA 01966
Ph: 978-546-6982
Fax:978-546-6680
www.govefeldman.com

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§ 56-4. Bond.

The City Clerk shall give a bond annually in such form as the City Solicitor shall approve, with sufficient sureties to the satisfaction of the Committee on Finance and in such sum as such Committee may prescribe, for the faithful performance of his/her duties and for the delivery to his/her successor in office of all books, papers, records and property belonging to such office.

State law reference — Bond to cover collection of license fees, MGL c. 41, § 13A.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Golden, Kerriann
Sent: Monday, January 9, 2023 11:47 AM
To: Ghobrial, Andrew
Cc: Dello Russo, Patrick; Phillips, Shannon
Subject: City Council Order 2023-45

Hi Andrew,

FYI – I just amended City Council Order 2023-45 to include the cash balance information for the contract stabilization fund to City Council Order for the Patrol Officer Contract.

The current balance as of 12/31/2022 – is 1,182,014.79.

Thanks
Kerri

Asst. City Auditor
City of Melrose
562 Main Street
Melrose, MA 02176

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE Office of Treasurer-Collector

Kathryn J Armata
Treasurer-Collector

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Treasurer - (781) 979-4162
Collector - (781) 979-4120
Fax - (781) 665-6877

MEMORANDUM

To: Melrose City Council
Mayor Brodeur

From: Kathryn Armata

Date: December 16, 2022

Re: **Loan Order – Infiltration/Inflow Removal projects**

ORDERED: That the City appropriates $1,330,000 to pay costs of designing and constructing sewer system improvements to address inflow and infiltration in the City's sewer system, including the payment of all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount pursuant to Chapter 44, Section 7(1) or Section 8(14) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Treasurer, with the approval of the Mayor, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the "MWRA") through the MWRA's Sewer System I/I Local Financial Assistance Program and, in onnection therewith, to enter into a loan agreement and/or financial assistance agreement with the MWRA and otherwise to contract with the MWRA with respect to such loan and for any grants or aid available for the project or for the financing thereof; that the Mayor is authorized to accept and expend any grants or aid available for the project or for the financing thereof, provided that the amount of the authorized borrowing for the project shall be reduced by the amount of any such grants or aid received; and that the Mayor is authorized to take any other action necessary to carry out this project.

Pursuant to Section 56-14 of the City Ordinances, attached is a projection of the principal and interest costs on the bonds proposed to be authorized by the following loan order under consideration by the City Council. The payment schedule attached assumes a 10-year borrowing term on 25% of $1,330,000, an interest rate assumption of 0% over the life of the borrowing, and a level debt service payment schedule. The debt service on these bonds will be paid from the Sewer Enterprise Fund and will not have an impact on the enterprise fund rates."

FINANCIAL IMPACT: See attached

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

MWRA Sewer System I/I Local Financial Assistance Program
75% grant and 25% 10 year 0% interest loan
$ 1,330,000.00

Debt Schedule

	Principal	Interest
7/15/2024	$ 33,250.00	0
7/15/2025	$ 33,250.00	0
7/15/2026	$ 33,250.00	0
7/15/2027	$ 33,250.00	0
7/15/2028	$ 33,250.00	0
7/15/2029	$ 33,250.00	0
7/15/2030	$ 33,250.00	0
7/15/2031	$ 33,250.00	0
7/15/2032	$ 33,250.00	0
7/15/2033	$ 33,250.00	0
	$ 332,500.00	$ -

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Vonnie Reis, P.E.
City Engineer

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: VReis@cityofmelrose.org

MEMORANDUM

To: Melrose City Council

From: Vonnie Reis, City Engineer

cc: Mayor Paul Brodeur
Elena Proakis Ellis, Director of Public Works
Patrick Dello Russo, City Auditor & CFO
Kathryn Armada, Treasurer Collector
James Troup, Assistant Director of DPW Finance and Administration

Date: December 19, 2022

Re: Request to Authorize MWRA I/I Program Funding – Phase 14

The MWRA Sewer System I/I Local Financial Assistance Program (LFAP) has approved assistance to the City of Melrose in the amount of **$1,330,000** under Phase 14 of the program. Under this program, the funding is distributed as 75% grant and 25% zero interest loan. The MWRA Sewer System I/I Local Financial Assistance Program assists MWRA communities with the rehabilitation and replacement of existing sewer lines, manholes and services to reduce the inflow and infiltration of ground water and rain water. The program goals are to reduce the inflow and infiltration of water into the City sewer system, therefore reducing the City's sewer discharge assessment rate, mitigating sewer surcharges and overflows during heavy rain events, and minimizing the seepage of sewage into the ground.

Phase 14 funding will be used to continue work on a Sewer System Evaluation Study (SSES) program aimed at reducing inflow and infiltration (I/I) within the Melrose sewer collection system. Under previous MWRA funding phases, the SSES included metering, flow isolation, smoke testing, and CCTV to identify and quantify sources of I/I in the sewer system. Funding under previous phases was also used to rehabilitate pipes using cured-in-place-pipe (CIPP) lining and replacement of leaking manhole covers. Phase 14 funds will be used for a pipeline rehabilitation project that will employ both trenchless CIPP and open cut methods to remove I/I from the system. Phase 14 funds will also be used to conduct building inspections to identify and address private inflow sources with illegal connections to the sewer system.

Water and sewer debts scheduled to be retired in FY24 and FY25 will coincide with the borrowing under this program. Therefore, the impact of the 0% interest loan ($332,500) to be repaid over 10 years will not have an impact on the water and sewer rates.

A positive vote is required before the DPW can apply for and access the grant funds and interest-free loan from MWRA.

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME:(and d/b/a): MELROSE, City of	**COMMONWEALTH DEPARTMENT NAME:** Massachusetts Emergency Management Agency (MEMA)
Legal Address: (W-9, W-4): 562 MAIN STREET MELROSE MA 02176-3142	**Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702**
Contract Manager: Allan Alpert **Phone:** 617-838-2121	**Billing Address (if different): same**
E-Mail: aalpert@cityofmelrose.org	**Contract Manager: Barbara Stachelek** **Phone: 508-820-1407**
Contractor Vendor Code: VC6000192116	**E-Mail: EM.Grants@mass.gov** **Phone:**
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)	**MMARS Doc ID(s): FY23EMPG2200000MELRO**
	RFR/Procurement or Other ID Number: FFY2022EMPG

X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- **Statewide Contract** (OSD or an OSD-designated Department)
- **Collective Purchase** (Attach OSD approval, scope, budget)
- X **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- **Emergency Contract** (Attach justification for emergency, scope, budget)
- **Contract Employee** (Attach Employment Status Form, scope, budget)
- **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior* to** Amendment: _____.

Enter **Amendment Amount**: _____.

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
- **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- **Contract Employee** (Attach any updates to scope or budget)
- **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$ 6,500.00**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); X only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:

Funding for this grant is provided via a Federal Fiscal Year 2022 Emergency Management Performance Grant (EMPG), CFDA #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2022 application and in accordance with attached Federal Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

__ 2. may be incurred as of_____, 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of_____, 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023**, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X:_____. Date: 10/10/22

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Paul A. Brodeur

Print Title: MAYOR

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X:_____. Date: 11/28/22

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: David Mahr

Print Title: Chief Administrative Officer

11/16/2022 #89

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CASL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME	City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE	VC6000192116

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Paul A. Brodeur	Mayor

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature		**Date**	11/10/22
Printed Name	Paul A. Brodeur		
Title	Mayor	**Phone**	781-979-4442
Email	pbrodeur@cityofmelrose.org	**Fax**	781-662-2182

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City of Melrose
Emergency Management
562 Main Street
Melrose, MA 02176
781-979-4411
aalpert@cityofmelrose.org

Allan I. Alpert
Director

DATE: December 13, 2022

TO: The Honorable Mayor and City Council
FROM: Director Allan I. Alpert
SUBJECT: Emergency Management Performance Grant Acceptance

I respectively request the acceptance of the Emergency Management Performance Grant (EMPG) that I applied for to the Massachusetts Emergency Management Agency (MEMA).

Over the past two years, with EMPG and HMEP (Hazardous Material Emergency Preparedness) Grant funding, the EOC/Training Center is once again becoming an Emergency Operations Center (EOC) and a training center with new fire, police and emergency management radios, new computers, monitors, tables, and chairs.

When the communications component is complete, the center can be used for fire and police dispatch training and certification and as a backup for fire and police dispatch operations should they have a power loss or evacuate their building.

During an emergency event, the EOC is a location from which centralized "emergency management" is performed. This includes but not limited to, radio communications with fire, police, our regional and state partners. The use of MEMA's Web EOC for instant communications with them, utilities, National Weather, and the news media.

During non-emergency or planned events, the EOC can be used as a communications hub. Event related communications for fire, police, and other agencies, would be coordinated at the EOC, thus reducing non-emergency, event related communications for FD & PD dispatch centers. The grant will be used to replace three old tables and 5 chairs as well as any other equipment needed to make this center a self-supporting operation. EOC operations are strongly supported by FEMA. During the height of COVID, EOC operations were 100% reimbursable 24 hours a day.

Thank you.

Director Alpert

***Emergency* Management**
It's about TEAMWORK!

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November 30, 2022

The Melrose Council on Aging (Melrose COA) is respectfully requesting financial support in the amount of $8,000 through the FY23 Field Demonstration Project to perform a needs assessment as the first step of the Melrose COA Board's approved Strategic Plan. Melrose COA's desired end result is to lay the groundwork for successful community-engaged marketing and planning, which will provide guidance to community leaders and forge clear connections to other community priorities. The project will be conducted by the Center for Social & Demographic Research in Aging Gerontology Institute of the University of Massachusetts. The City of Melrose and the FRIENDS of the Milano Center will financially support this project.

The Melrose COA understands that assisting individuals and caregivers with their social determinants of health will promote healthy aging, strengthen community relations, and link disadvantaged elders with services, resources, and benefits. The needs assessment will serve as a marketing tool to spark energy in the community and eventually support our goal of being designated as an Age-and-Dementia Friendly Community. Additionally, the Melrose Council on Aging will intentionally form alliances with key community leaders by reaching out to the faith communities, partner non-profits, social service networks, and businesses. These alliances will afford us the opportunity to authentically earn the interest of all stakeholders inclusive of unauthorized residents, limited/non-native or non-English speaking persons, and diverse cultures.

The Melrose COA is confident that our organization has the strength and capacity to accomplish the goals laid out in this proposal. The Board of Directors of the Melrose COA are 100% committed, passionate, and actively engaged individuals that are currently executing the three-year strategic plan. The Executive Director of the Melrose Council on Aging brings a long history of successful accomplishments; specifically, in this area of marketing, capacity building and underserved outreach. A part time licensed social worker, a social work masters level intern, and the senior center manager will have assignments within this project. Melrose COA has a strong established relationship with Mystic Valley Elder Services and will invite them to participate in this project with a specific intake interview to extract the unmet needs that they have within their agency.

Goals:

1. Assess the needs of the caregiver and older adult community using conscious language and clarified intentions.
    a. Host stakeholder's sessions
    b. Incorporate Board driven initiatives into the survey
    c. Complete a community needs assessment in multiple languages and through a variety of community, cultural, and faith organizations.

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d. Focus questions to skillfully determine the unmet needs and social determinants of health obstacles.
e. Summarize priority needs.

2. Execute new programs based on the determined needs of the survey
   Depending on the survey results, examples may be:
   a. Caregiver supports
      i. Grandparents raising grandchildren programs
      ii. Older adults caring for an older adult workshops
      iii. Respite, or memory café offerings
      iv. Unique support services at home
      v. Navigating elder care or connection workshops

   b. Resources and benefits for ESL individuals
      i. Person centered model for wellbeing connections
      ii. Language and citizenship classes
      iii. Navigating elder care and networking workshops

3. Utilize community stakeholders to begin the Age/Dementia Friendly Certification process – July 2023

Projected Outcomes:

- 92% professional, government, faith and city community relations will participate in the stakeholder sessions
- 88% of participants will report that they gained knowledge of elder care advocacy and insight on resources and benefits available to them.
- 48% older adults will respond to the needs assessment survey
- 29% participation increase at Milano Center programs and activities
- 500% (6x) increase capturing the needs of LGBTQIA2S+ individuals, and diverse populations

The Melrose COA utilizes the "*MySeniorCenter"* software to maintain a database of individual profiles linked with activities. Tracking the grant activities would be easy as we would link the programs and events to the grant utilizing our software. The Aging Gerontology Institute will provide the COA with a comprehensive summary of survey results.

The Executive Director will be responsible for managing the documentation of best practices. To maintain the appropriate level of attention to the project, the team will use Microsoft Teams to collaborate and know assigned tasks and deadlines. Lessons learned, processes and procedures will be captured at all levels of the project with purposeful reviews in case of necessary adaptations. The project team, along with the already established Melrose COA Board's Needs Assessment Committee will evaluate the impact of this grant by comparing

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the projected outcomes to the current or expected outcomes as depicted in this proposal. The Needs Assessment Committee is also tasked with dictating the types of mediums (examples: website press, podcasts, social media venues, cable television runs, local newspaper announcements, etc.). The committee will also monitor the frequency and quantity of reminders. Affiliate organizations such as Melrose Kind, Melrose Creative Alliance, Melrose Public Schools, and YMCA will stream all our notices through their networks. The committee will work with UMB's Aging Gerontology Institute team to produce progress reports and monitor/analyze data.

The Melrose Council on Aging appreciates your consideration of this proposal for a needs assessment as part of our overall marketing strategy and plan. The timing of this project is crucial as the Council is currently evaluating and resetting all programs and offerings at the Milano Center, looking to support older adults and caregivers in the community, and has an active plan to become an Age/Dementia Friendly community. Our efforts responding to many isolated older adults and overwhelmed caregivers during the recent pandemic enlightened us to incorporate a more focused outreach goal. Additionally, the window of opportunity regarding the available financial support and commitments to this project is now. The Melrose COA is excited to currently be positioned to accomplish this project and is committed to future auxiliary initiatives stemming from this grant.

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MCOA Direct Grant Agreement (FY2023)

This Direct Grant Agreement (this "Agreement") is entered into by and between the Massachusetts Association of Council on Aging and Senior Center Directors, Inc. ("MCOA"), and Melrose Council on Aging (the "GRANTEE").

GRANTOR	GRANTEE
Massachusetts Association of Council on Aging & Senior Center Directors, Inc. **116 Pleasant Street, Suite 306** **Easthampton, MA 01027** **413-527-6425** **Primary Contact : Elizabeth Connell** **Email: elizabeth@mcoaonline.com**	**Entity: Melrose Council on Aging** **Address: 235 West Foster Street, Melrose, MA 02176** **Phone: (781) 665-4304** **Primary Contact: Stacey Minchello** **Email: sminchello@cityofmelrose.org**

GRANT PERIOD	December 15, 2022 – June 30, 2023	
Maximum Funds Awarded for Period	**$8000**	
Project: Field Demonstration Projects: Development and Implementation of Outreach and Marketing COA		
Funding Source:	FY'23 Grant from Massachusetts Executive Office of Elder Affairs	
Method of Payment	[XX] Cost Reimbursement	[ ] Advance Payment and periodic cost reimbursement payments. See schedule details in Section III C.

Approved for MCOA by:	*Approved for GRANTEE by AUTHORIZING AGENT:*
Name: Elizabeth Connell	***Name:***
Title: Executive Director	***Title:***
***Signature:* See Page 8**	***Signature:***
	Date:

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Massachusetts Councils On Aging

WITNESSETH

WHEREAS, it is the mission of MCOA to support the independence of older adults in the Commonwealth of Massachusetts by advocating for programs and services to meet their needs, promote the growth and quality of Councils on Aging and senior centers, and strengthen the professional skills of Council on Aging staff; and

WHEREAS, the GRANTEE wishes to provide certain services, as detailed below, in furtherance of MCOA's mission; and

WHEREAS, in compensation for the GRANTEE's services, the parties desire to enter into an agreement whereby MCOA will distribute certain funds received under its Fiscal Year 2023 Service Incentive Grant from the Massachusetts Executive Office of Elder Affairs to the GRANTEE;

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, it is agreed by and between the parties hereto as follows:

I. PURPOSE

The GRANTEE understands and agrees that the purpose of this Agreement is to implement new programs for the benefit of older adults, generally sixty (60) years of age and older, in the Commonwealth of Massachusetts, based upon the program and project descriptions set forth in Exhibit 1 hereto.

In the event that the GRANTEE is unable to perform any of the above-described services, or any of the services described in Exhibit 1, consistent with the letter and spirit of this Agreement, the GRANTEE shall immediately so notify MCOA in writing, and MCOA shall have the right (but not the obligation) to terminate this Agreement for cause.

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II. PARTIES' RELATIONSHIP

A. Grantee's Legal Authority

The GRANTEE represents that the GRANTEE is in compliance with all applicable state and federal requirements and standards, and that it possesses the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the GRANTEE authority to enter into this Agreement, receive the funds authorized by this Agreement, and to perform the services the GRANTEE has obligated itself to perform under this Agreement.

The person or persons signing and executing this Agreement on behalf of the GRANTEE, or representing themselves as persons authorized to sign and execute this Agreement on behalf of the GRANTEE, do hereby represent that they have been fully authorized by the GRANTEE to execute this Agreement on behalf of the GRANTEE and to validly and legally bind the GRANTEE to all terms, conditions, performances and provisions set forth in this Agreement.

MCOA shall terminate this Agreement for cause, effective immediately, if it becomes apparent to MCOA that the GRANTEE, or any person acting or purporting to act on behalf of the GRANTEE, lacks legal authority to enter into this Agreement. In such event, the GRANTEE shall immediately reimburse and repay MCOA for any and all monies received from MCOA under the terms of or in connection with this Agreement.

B. Independent Contractors

Each of the parties is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to establish a relationship of co-partner or joint venture between the parties. MCOA shall not be responsible and shall have no obligation to GRANTEE, the employees of GRANTEE or any governing body to withhold Federal, State, or local income tax, or MCOA's employee portion of FICA or other payroll taxes, and other taxes relating from any individual assigned by GRANTEE to provide services under this Agreement; GRANTEE shall indemnify, defend and hold MCOA harmless from all liabilities, costs and expenses, including without limitation reasonable attorneys' fees resulting from all third party claims

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brought against MCOA for any FICA, FUTA, or SUI contributions and any other payroll taxes or any claims of any nature, by GRANTEE or other resources providing the Services under this Agreement.

C. Lobbying Prohibited

The person signing this Agreement on behalf of the GRANTEE certifies, to the best of his or her knowledge and belief, that:

1. The GRANTEE will not attempt to influence any member of the Congress, or any State or local legislator, to favor or oppose any legislation or appropriation with respect to this Agreement.

2. Grant funds shall not be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress, or any State or local legislature.

3. Grant funds shall not be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriation pending before the Congress, or any State or local legislature.

D. Subcontracting Restrictions

The GRANTEE shall not subcontract or delegate any work under this Agreement to any third party except with MCOA's prior written consent, which must include MCOA's written approval of any sub-contracting agreement. The GRANTEE shall be solely responsible for the performance of any subcontractor, subsidiary or affiliate, and shall be liable for and indemnify, defend and hold MCOA harmless for any wrongdoing by any such subsidiary, affiliate or subcontractor, including without limitation the misuse or misappropriation of any funds.

E. Publicity

1. Either party may freely use in advertising, publicity, web sites, press releases, or otherwise, the name of the other party, or refer to the existence of this Agreement and the project(s) funded herein.

2. Any materials produced with grant funding should contain an acknowledgement to the effect that "This [service or product] has been produced in [part] [full] from a grant awarded to the

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Massachusetts Association of Councils on Aging by the Massachusetts Executive Office of Elder Affairs. Any opinions expressed herein are solely those of [GRANTEE]."

3. Use of MCOA's logo is encouraged.

III. ADMINISTRATIVE PROVISIONS

A. Term of Agreement

The term of this Agreement shall be the Grant Period specified in the table at page 1 above.

B. Grantee's Reporting Requirements

1. The GRANTEE shall respond promptly to the MCOA's emails and communications, and web-based surveys aimed at gathering information, such as case studies and best practices, which will be helpful to the other organizations in their outreach and enrollment efforts. The GRANTEE shall share samples of materials and tools that are developed under this project.
2. The GRANTEE shall provide a final report by Friday, July 28, 2023, containing supporting documentation of work activities conducted through the grant, including number of events/activities/services conducted, number of individuals served, what your organization learned and with what entities you plan to share that knowledge with as well as how you plan to utilize that knowledge to advance your organization's field demonstration project efforts. This report shall also contain the best practices identified through this project, as well as the grantee's evaluation of the projects imparts and outcomes.
3. The GRANTEE shall submit a project-end itemized expense sheet.
4. The Grantee shall incur all project costs before Friday, June 30, 2023

C. Total Funds Awarded

The GRANTEE shall be compensated in accordance with the payment schedule shown on Page 1 and at Section III. D. below. Payments will be distributed by check only after the parties' execution of this Agreement, and in satisfaction of complete and valid invoices submitted by the GRANTEE to MCOA. It is expressly understood that in no event shall the total distribution of funds to the GRANTEE under the terms of this Agreement exceed the amount set forth in the table on Page 1.

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D. Payment Schedule

Disbursements to the GRANTEE shall be in the form of reimbursement for the GRANTEE's actual expenditures during the period, following MCOA's receipt and approval of an invoice for the period. To be considered complete and valid, the invoice is to have backup receipts or documentation of incurred expenses.

If the GRANTEE needs to amend the project budget for any reason, the GRANTEE must confer with and gain authorization from MCOA. Any final invoice shall also contain an explanation of any variance in spending of ten percent (10%) or greater.

The GRANTEE shall be solely responsible for ensuring the accuracy of all invoices and any supporting documentation submitted to MCOA. MCOA shall terminate this Agreement for cause, effective immediately, if it becomes apparent to MCOA that the GRANTEE has, knowingly or otherwise, submitted falsified invoices other documentation.

MCOA may, with the consent of the GRANTEE, adjust or correct any invoice. A copy of any adjusted or corrected invoice shall be promptly sent to the GRANTEE.

Contingent upon MCOA's receipt of grant funding from the Executive Office of Elder Affairs, all complete and valid invoices shall, to the extent possible, be satisfied by MCOA within thirty (30) days of receipt. MCOA shall promptly notify the GRANTEE of any expected delay of payment beyond the specified period.

The GRANTEE shall use MCOA's Direct Grant Invoice Form which is a separate document with your approved budget.

E. Termination

1. Termination for Cause

   In the event that either party fails to substantially perform under the terms of this Agreement, the other party shall be entitled to terminate this Agreement for cause in accordance with Section 3 ("Notice of Termination") below.

   If the GRANTEE fails to provide any of the services contemplated herein, or fails to make sufficient progress, so as to endanger performance, MCOA shall notify the GRANTEE of such unsatisfactory performance in writing. The GRANTEE shall have ten (10) business days in which to respond with a written plan, acceptable to MCOA, for promptly addressing the

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deficiencies. The GRANTEE's failure to respond satisfactorily within the appointed time shall entitle (but not obligate) MCOA to terminate this Agreement for cause.

2. Termination for Convenience

Either party shall be entitled to terminate this Agreement without cause on thirty (30) days written notice. In the event of such termination, and subject to Section III.B ("Total Funds Awarded") above, the GRANTEE shall be entitled to equitable compensation for any allowable services actually and satisfactorily performed under this Agreement through the effective date of termination, and such compensation shall constitute the extent and entirety of the GRANTEE's recourse against MCOA in connection with this Agreement.

3. Notice of Termination

Termination shall be effectuated by one party's delivery to the other party of a Notice of Termination, specifying whether the termination is for cause or for convenience. In the event of termination for cause, the Notice of Termination shall also include a brief description of reason(s) for termination. Except as otherwise provided in this Agreement, the effective date of termination shall be ten (10) days from a party's receipt of a Notice of Termination for cause, and thirty (30) days from a party's receipt of a Notice of Termination for Convenience. Notice of Termination shall delivered by hand or certified mail to the party's address first set forth above.

IV. MISCELLANEOUS

A. Severability

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court, federal agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect those provisions of this Agreement which can be given effect without the invalid provision.

B. Successors and Assigns

The GRANTEE shall not assign, transfer or delegate any of the rights or obligations under this Agreement without the prior written consent of MCOA. This Agreement and all of its provisions

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shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

C. Survival

Any provision of this Agreement which by its nature must survive termination or expiration in order to achieve the fundamental purposes of this Agreement shall survive any termination or expiration of this Agreement.

D. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. Any action brought under or in relation to this Agreement shall be brought in a court having subject matter jurisdiction and located in Hampshire County, Massachusetts.

E. Entire Agreement

This Agreement, together with the Exhibits hereto, constitutes the parties' entire agreement concerning the work and services to be performed hereunder.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

MASSACHUSETTS ASSOCIATION OF COUNCIL ON AGING and SENIOR CENTER DIRECTORS, INC.

By: _____
Name: Elizabeth H. Connell
Title: Executive Director
Date: _____

GRANTEE: Melrose Council on Aging

By: _____
Authorizing Agent Name:
Title: _____
Date: _____

By: _____
Primary Contact (Implementation Manager)
Name:
Title: _____
Date: _____

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EXHIBIT #1
MCOA DIRECT GRANT PROGRAMS – FY2023

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The Melrose Council on Aging (Melrose COA) is respectfully requesting financial support in the amount of $8,000 through the FY23 Field Demonstration Project to perform a needs assessment as the first step of the Melrose COA Board's approved Strategic Plan. Melrose COA's desired end result is to lay the groundwork for successful community-engaged marketing and planning, which will provide guidance to community leaders and forge clear connections to other community priorities. The project will be conducted by the Center for Social & Demographic Research in Aging Gerontology Institute of the University of Massachusetts. The City of Melrose and the FRIENDS of the Milano Center will financially support this project.

The Melrose COA understands that assisting individuals and caregivers with their social determinants of health will promote healthy aging, strengthen community relations, and link disadvantaged elders with services, resources, and benefits. The needs assessment will serve as a marketing tool to spark energy in the community and eventually support our goal of being designated as an Age-and-Dementia Friendly Community. Additionally, the Melrose Council on Aging will intentionally form alliances with key community leaders by reaching out to the faith communities, partner non-profits, social service networks, and businesses. These alliances will afford us the opportunity to authentically earn the interest of all stakeholders inclusive of unauthorized residents, limited/non-native or non-English speaking persons, and diverse cultures.

The Melrose COA is confident that our organization has the strength and capacity to accomplish the goals laid out in this proposal. The Board of Directors of the Melrose COA are 100% committed, passionate, and actively engaged individuals that are currently executing the three-year strategic plan. The Executive Director of the Melrose Council on Aging brings a long history of successful accomplishments; specifically, in this area of marketing, capacity building and underserved outreach. A part time licensed social worker, a social work masters level intern, and the senior center manager will have assignments within this project. Melrose COA has a strong established relationship with Mystic Valley Elder Services and will invite them to participate in this project with a specific intake interview to extract the unmet needs that they have within their agency.

Goals:

1. Assess the needs of the caregiver and older adult community using conscious language and clarified intentions.
    a. Host stakeholder's sessions
    b. Incorporate Board driven initiatives into the survey
    c. Complete a community needs assessment in multiple languages and through a variety of community, cultural, and faith organizations.
    d. Focus questions to skillfully determine the unmet needs and social determinants of health obstacles.
    e. Summarize priority needs.

2. Execute new programs based on the determined needs of the survey
    Depending on the survey results, examples may be:

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a. Caregiver supports
    i. Grandparents raising grandchildren programs
    ii. Older adults caring for an older adult workshops
    iii. Respite, or memory café offerings
    iv. Unique support services at home
    v. Navigating elder care or connection workshops

b. Resources and benefits for ESL individuals
    i. Person centered model for wellbeing connections
    ii. Language and citizenship classes
    iii. Navigating elder care and networking workshops

3. Utilize community stakeholders to begin the Age/Dementia Friendly Certification process – July 2023

Projected Outcomes:

- 92% professional, government, faith and city community relations will participate in the stakeholder sessions
- 88% of participants will report that they gained knowledge of elder care advocacy and insight on resources and benefits available to them.
- 48% older adults will respond to the needs assessment survey
- 29% participation increase at Milano Center programs and activities
- 500% (6x) increase capturing the needs of LGBTQIA2S+ individuals, and diverse populations

The Melrose COA utilizes the "*MySeniorCenter"* software to maintain a database of individual profiles linked with activities. Tracking the grant activities would be easy as we would link the programs and events to the grant utilizing our software. The Aging Gerontology Institute will provide the COA with a comprehensive summary of survey results.

The Executive Director will be responsible for managing the documentation of best practices. To maintain the appropriate level of attention to the project, the team will use Microsoft Teams to collaborate and know assigned tasks and deadlines. Lessons learned, processes and procedures will be captured at all levels of the project with purposeful reviews in case of necessary adaptations. The project team, along with the already established Melrose COA Board's Needs Assessment Committee will evaluate the impact of this grant by comparing the projected outcomes to the current or expected outcomes as depicted in this proposal. The Needs Assessment Committee is also tasked with dictating the types of mediums (examples: website press, podcasts, social media venues, cable television runs,

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local newspaper announcements, etc.). The committee will also monitor the frequency and quantity of reminders. Affiliate organizations such as Melrose Kind, Melrose Creative Alliance, Melrose Public Schools, and YMCA will stream all our notices through their networks. The committee will work with UMB's Aging Gerontology Institute team to produce progress reports and monitor/analyze data.
The Melrose Council on Aging appreciates your consideration of this proposal for a needs assessment as part of our overall marketing strategy and plan. The timing of this project is crucial as the Council is currently evaluating and resetting all programs and offerings at the Milano Center, looking to support older adults and caregivers in the community, and has an active plan to become an Age/Dementia Friendly community. Our efforts responding to many isolated older adults and overwhelmed caregivers during the recent pandemic enlightened us to incorporate a more focused outreach goal. Additionally, the window of opportunity regarding the available financial support and commitments to this project is now. The Melrose COA is excited to currently be positioned to accomplish this project and is committed to future auxiliary initiatives stemming from this grant.

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FY23 Field Demonstration Project Budget
Melrose Council on Aging

November 30, 2022

Category	Amount	In Kind	Details
Revenue			
MA COA Award - FY23 Field Demonstration Project	$8,000		
City of Melrose support	$27,341		$8k funds + inkind salaries,supplies
Friends of Milano support	$8,000		
Melrose Formula Grant support	$11,000		
Total Revenue	**$54,341**		
Expenses			
UMB Aging Gerontology Institute Contract	$35,000		survey, summary, supplies,materials
Paid Salaries		$15,664	COA project staff - 14%
Non-Paid Salaries		$3,289	intern and board hours
Supplies		$388	materials for stakeholder meetings
Total Expenses	**$54,341**		

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications,** the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		**COMMONWEALTH DEPARTMENT NAME: Department of Fire Services** **MMARS Department Code: DFS**	
Legal Address: (W-9, W-4): 552 Main Street, Melrose, MA 02176		**Business Mailing Address: P.O. Box 1025, 1 State Road, Stow, MA 01775**	
Contract Manager: Chief Edward J. Collina	**Phone: 781-979-4404**	**Billing Address (if different):**	
E-Mail: ecollina@cityofmelrose.org	**Fax: 781-662-2304**	**Contract Manager: David Clemons**	**Phone: 978-567-3179**
Contractor Vendor Code: VC6000192116		**E-Mail: David.Clemons@mass.gov**	**Fax: 978-567-3121**
Vendor Code Address ID (e.g. "AD001"): AD001. **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s): CT-DFS-1000-** **RFR/Procurement or Other ID Number: Legislative Exemption**	

_x_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ **Statewide Contract** (OSD or an OSD-designated Department)
- __ **Collective Purchase** (Attach OSD approval, scope, budget)
- __ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- __ **Emergency Contract** (Attach justification for emergency, scope, budget)
- __ **Contract Employee** (Attach Employment Status Form, scope, budget)
- _x_ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.

Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- __ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
- __ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- __ **Contract Employee** (Attach any updates to scope or budget)
- __ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): _x_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $ 60,000.00.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: _x_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This grant is for SCBA safety and equipment improvements for the Melrose Fire Department, as specified in line item 8324-0050 of the FY2023 General Appropriations Act (Chapter 126 of the Acts of 2022). Funds are to be used in accordance with the Earmark Statement of Work only.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_x_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

__ 2. may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

__ 3. were incurred as of _____, 20___, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Edward J. Collina . Date: 9/30/22

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Edward J. Collina .

Print Title: Chief of Dept.-Fire .

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: _____.

(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____.

Print Title: _____.

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Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME : City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192116

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	City Mayor
Edward Collina	Chief of Dept. - Fire
Stephanie Ciampi	Assistant Treasurer

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 10/4/2022

Title: City Mayor Telephone: 781-979-4442

Fax: 781-662-2182 Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

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Department of Fire Services and the City of Melrose
Grant Agreement Scope of Work and Budget

Authorization: The authorization for this grant to the **City of Melrose** is the purchase of SCBA equipment for the Melrose Fire Department, per the legislative mandate as specified in line item 8324-0050 of the FY2023 General Appropriations Act (chapter 126 of the Acts of 2022), which reads "*...provided further, that not less than $60,000 shall be expended for the city of Melrose for a fire breathing apparatus, SCBA, for the purposes of safety and equipment improvements within the Melrose fire department;*".

Grant Project Description: The Melrose Fire Department will use the $60,000 to purchase new Self-Contained Breathing Apparatus (SCBA) equipment (air packs, cylinders, and face pieces). The Department's current SCBA equipment is aged-out and no longer covered by warranty. In order to stay NFPA compliant, it is imperative that our Department replaces the current aged-out equipment.

Grant Manager: The MA Department of Fire Services and the **City of Melrose** will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the **City of Melrose** to ensure successful completion of the grant, will consult with the **City of Melrose** to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The **City of Melrose** grant manager will serve as the interface between the MA Department of Fire Services and all **City of Melrose** personnel participating in this engagement, will develop and maintain the Scope of Work and Budget in consultation with the MA of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The **City of Melrose** grant manager is Edward J. Collina who can be reached at 576 Main Street, Melrose, MA 02176, Tel #: 781-979-4404, E-mail: ecollina@cityofmelrose.org. MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant without prior written authorization from the MA Department of Fire Service Chief Financial Officer. All applicable local and state procurement requirements must be adhered to in the use of the grant funds

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Budget Category	Budget Amount	Describe how the planned expenditures relate to the legislative authorization
Salaries and wages of employees performing grant related work		
Equipment related to the purpose of the grant	$60,000.00	NFPA compliant SCBA equipment will be purchased to replace aged-out equipment
Ordinary maintenance or other expenditures related to the purpose of the grant		

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Appropriate supporting documentation for salary costs must also be attached, including:

1. Payroll documentation including
   a. Individual employee's name;
   b. description of the services/work performed by the employee;
   c. the relationship of the employee's work performed to the grant;
   d. the wages paid; and
   e. dates of performance
2. Signature by the city/town fiscal officer certifying that the payroll costs were directly related to the purposes of the grant and eligible for grant reimbursement.

Such documentation is usually on timesheets, rosters, time and effort reports, payroll warrants, or other official records from the community/entity.

Frequency of Reimbursements: Reimbursement requests may be submitted on a quarterly or annual basis. The final reimbursement request must be submitted no later than July 21, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS. Site visits or desk-based reviews will be conducted within one (1) calendar year of the end of the contracted performance period.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a "material" change in the contract. "Material" changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form.* Contract amendments may not be done retroactively and must be done prior to the grant end date.

Approved by:

Edward J Collina

City of Melrose

Edward Collina - Chief of Dept.

Print Name and Title

9/30/2022

Date

Approved by:

Department of Fire Services

Print Name and Title

Date

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract F Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Fo https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		**COMMONWEALTH DEPARTMENT NAME:** Department of Fire Services **MMARS Department Code:** DFS	
Legal Address: (W-9, W-4): 552 Main Street, Melrose, MA 02176		**Business Mailing Address:** P.O. Box 1025, 1 State Road, Stow, MA 01775	
Contract Manager: Chief Edward J. Collina	**Phone:** 781-979-4404	**Billing Address (if different):**	
E-Mail: ecollina@cityofmelrose.org	**Fax:** 781-662-2304	**Contract Manager:** David Clemons	**Phone:** 978-567-3179
Contractor Vendor Code: VC6000192116		**E-Mail:** David.Clemons@mass.gov	**Fax:** 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD001. **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s):** CT-DFS-1000- **RFR/Procurement or Other ID Number:** Legislative Exemption	

_x_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
_x_ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount:** $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): _x_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Servic

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supporte in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $ 60,000.00.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must iden a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 da ___% PPD. If PPD percentages are left blank, identify reason: _x_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial paym (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This grant is for SCBA safety and equipment improvements for the Melrose Fire Department, as specified in line item 8324-0050 of the FY2023 General Appropriations Act (Chapter 126 of the Acts of 2022). Funds a to be used in accordance with the Earmark Statement of Work only.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_x_ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
__ 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract ar attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023,** with no new obligations being incurred after this date unless the Contract is properly amend provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing a negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any requi approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certificatic required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentat upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by referer herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Fo Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response onl made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effect Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Edward J. Collina, Date: 9/30/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Edward J. Collina
Print Title: Chief of Dept.-Fire

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: [signature], Date: 10/2/22
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: David Clemons
Print Title: Director of Operations

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME : City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192116

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	City Mayor
Edward Colina	Chief of Dept. - Fire
Stephanie Ciampi	Assistant Treasurer

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 10/4/2022

Title: City Mayor Telephone: 781-979-4442

Fax: 781-662-2182 Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Form **W-9** (Massachusetts Substitute W-9 Form) Rev. March 2020	**Request for Taxpayer Identification Number and Certification**	Completed form should be given to the requesting department or the department you are currently doing business with.

Company/Taxpayer Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.
City of Melrose

DBA Name if different from above:

Check the appropriate box: ☐ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation
☐ Partnership ☐ Trust/ Estate ☑ Other Municipality

Legal Address: number, street, and apt. or suite no.	City:	State:	Zip code:
562 Main Street	Melrose	MA	02176
Remittance Address: if different from legal address number, street, apt. or suite no.	City:	State:	Zip code:

Phone:	Fax:	Email address:
781-979-4404	781-662-2304	firestation@cityofmelrose.org

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Company/Taxpayer Tax Identification Number (9 digits EIN or SSN) Vendors: Dunn and Bradstreet Universal Numbering System (DUNS) All vendors that receive federal grant funds must submit their DUNS number. Please confirm with the state agency if this is required.	EIN:	SSN:	DUNS:
	04-6001401		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No ☐ Yes ☐ If yes, in compliance with the State Ethics Commission requirements. Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here	Authorized Signature ► Stephanie Ciampi	Date ► 9/30/22
	Printed Name ► Stephanie Ciampi	

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Department of Fire Services and the City of Melrose
Grant Agreement Scope of Work and Budget

Authorization: The authorization for this grant to the **City of Melrose** is the purchase of SCBA equipment for the Melrose Fire Department, per the legislative mandate as specified in line item 8324-0050 of the FY2023 General Appropriations Act (chapter 126 of the Acts of 2022), which reads "*...provided further, that not less than $60,000 shall be expended for the city of Melrose for a fire breathing apparatus, SCBA, for the purposes of safety and equipment improvements within the Melrose fire department;*".

Grant Project Description: The Melrose Fire Department will use the $60,000 to purchase new Self-Contained Breathing Apparatus (SCBA) equipment (air packs, cylinders, and face pieces). The Department's current SCBA equipment is aged-out and no longer covered by warranty. In order to stay NFPA compliant, it is imperative that our Department replaces the current aged-out equipment.

Grant Manager: The MA Department of Fire Services and the **City of Melrose** will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the **City of Melrose** to ensure successful completion of the grant, will consult with the **City of Melrose** to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The **City of Melrose** grant manager will serve as the interface between the MA Department of Fire Services and all **City of Melrose** personnel participating in this engagement, will develop and maintain the Scope of Work and Budget in consultation with the MA of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The **City of Melrose** grant manager is Edward J. Collina who can be reached at 576 Main Street, Melrose, MA 02176, Tel #: 781-979-4404, E-mail: ecollina@cityofmelrose.org. MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant without prior written authorization from the MA Department of Fire Service Chief Financial Officer. All applicable local and state procurement requirements must be adhered to in the use of the grant funds

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Budget Category	Budget Amount	Describe how the planned expenditures relate to t legislative authorization
Salaries and wages of employees performing grant related work		
Equipment related to the purpose of the grant	$60,000.00	NFPA compliant SCBA equipment will be purchasec replace aged-out equipment
Ordinary maintenance or other expenditures related to the purpose of the grant		

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Appropriate supporting documentation for salary costs must also be attached, including:

1. Payroll documentation including
   a. Individual employee's name;
   b. description of the services/work performed by the employee;
   c. the relationship of the employee's work performed to the grant;
   d. the wages paid; and
   e. dates of performance
2. Signature by the city/town fiscal officer certifying that the payroll costs were directly related to the purposes of the grant and eligible for grant reimbursement.

Such documentation is usually on timesheets, rosters, time and effort reports, payroll warrants, or other official records from the community/entity.

Frequency of Reimbursements: Reimbursement requests may be submitted on a quarterly or annual basis. The final reimbursement request must be submitted no later than July 21, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

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Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with any portion of the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS. Site visits or desk-based reviews will be conducted within one (1) calendar year of the end of the contracted performance period.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a "material" change in the contract. "Material" changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form.* Contract amendments may not be done retroactively and must be done prior to the grant end date.

Approved by:

Edward J Collina

City of Melrose

Edward Collina - Chief of Dept

Print Name and Title

9/30/2022

Date

Approved by:

Department of Fire Services

David Clemons, Director of Operations

Print Name and Title

10/12/22

Date

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

FIRE DEPARTMENT
CITY OF MELROSE

OFFICE OF THE CHIEF

Edward J. Collina
Chief of Department

Fire Headquarters, 576 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4404
Fax - (781) 662-2304

To: City of Melrose – City Council
From: Chief Edward J. Collina
Date: December 16, 2022
RE: FY23 Earmark Grant

The City of Melrose Fire Department has been awarded $60,000 in funding from The Department of Fire Services.

These funds will be used to purchase Self-Contained Breathing Apparatus (SCBA) equipment for the purpose of safety and equipment improvements within the Fire Department, such as air packs, cylinders, and face pieces.

SCBA are used to protect members against oxygen deficiency, gases, irritants, chemicals, and carcinogens, just to name a few, as there are over 200 known chemicals found in smoke on a fireground. This equipment is essential for allowing fire fighters to operate in hostile fireground environments.

The Fire Department's current SCBA equipment is aged-out and no longer covered by warranty. In order to stay in compliance with the National Fire Protection Association (NFPA), it is imperative that we purchase and replace the current aged-out equipment to keep our department members safe.

Respectfully,

Edward J. Collina
Chief of Dept.

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Business Name	Location	Owner / Emergency Contact		Expiration
Bangkok (Pho Chili Inc. d/b/a)	57 W. Wyoming Avenue	Chawalit Kaiuasang	Weerasak Khamsri & Chatchawal Ongsaranont	12/31/2023
Bellevue Golf Club	320 Porter Street	Jason Silbovitz		12/31/2023
Bitty & Beau's	426 Main Street	Maryann O'Donnell		12/31/2023
Bobby C's Ristorante, Inc.(Julie A. Crowely d/b/a)	20 Main Street Street	Julie A. Crowley		12/31/2023
Bohemian Coffeehouse	132 W. Emerson Street	Hillary Poravas	Christopher Poravas	12/31/2023
Bruegger's Bagel Bakery	496 Main Street	Bruegger's Enterprises Inc - Manager	Tiffany Robbibaro	12/31/2023
Caffe Nero	530 Main Street	Caffe Nero Americas, Inc	Mark McElkerny / Katrina Sloan	12/31/2023
Cappa's Trackside Kitchen	One Grove Street	Debra Penachio		12/31/2023
Dunkin' Donuts	470 Lynn Fells Pkwy	Constantine Scrivanos	Claudia Tranquilin	12/31/2023
Dunkin' Donuts	348 Main Street	Constantine Scrivanos	Claudia Tranquilin	12/31/2023
Ernie's Lunch LLC	458 Franklin Street	Peter M Gandolfo	Janice P Gandolfo	12/31/2023
Giacomos Restaurant (Bananaland Inc. d/b/a)	454 Main Street	Joseph A Dinarello	Richard A. Talieri	12/31/2023
Jitters Café	12 Main Street	Timothy LaPrade		12/31/2023
Kennedy's Ice Cream Bar	888 Main Street	Lisa Kennedy-Dowd	Christine Kennedy	12/31/2023
La Qchara (Lorenzo Tenreiro d/b/a)	506 Franklin Street	Lorenzo Tenreiro		12/31/2023
Liberty Bell Roast Beef & Seafood	886 Main Street	Theodore Lantzakis	Arsen Sheraj	12/31/2023
Melrose Diner (Thoma Zoto d/b/a)	44 W Wyoming Avenue	Thoma Zoto		12/31/2023
Melrose House of Pizza (Casona, LLC d/b/a)	475 Main Street	Robert Musaraj		12/31/2023
Melrose-Wakefield Hospital Cafeteria	585 Lebanon Street	MelroseWakefield Healthcare	Anwaar Khan	12/31/2023
Mexico Lindo (Mex-Fajitas, Inc d/b/a)	449 Main Street	Felipe Moreno	Pablo Marbaoul Luis Moreno	12/31/2023
Mother's Pizza	524 Franklin Street	William Kamouzis	Anastasia Kamouzis	12/31/2023
My Diner Inc. d/b/a My Diner	399 Main Street	Joana Baka Valle	Oscar I. Valle Portillo	12/31/2023
Ocean Sushi	16 Oak Grove Avenue	Lihong LI		12/31/2023
Petrone's Pizza and Deli	438 Main Street	Leonidas Armenis		12/31/2023
Rising Eagle Publick House	503-509 Main Street	James Turner	Chris Turner	12/31/2023
Sushi Corner	18C Essex Street	Jiebo Zhu	-	12/31/2023
Tahpas 529 (Tenreiro, LLC d/b/a)	529 Franklin Street	Emily Tenreiro	Lorenzo Tenreiro	12/31/2023
Tenoch	517 Main Street	Alvaro Sandoval		12/31/2023
Theo's Pizzeria (Nastassia Yezubchyk d/b/a)	55 W. Wyoming Avenue	Nastassia Yezubchyk		12/31/2023
Turner's Seafood Grill & Market	506 Main Street	James B. Turner		12/31/2023
Whole Foods Market Group, Inc.	880 Main Street	Manager		12/31/2023
Wood & Fire (Sonny's Fire & Wood, LLC d/b/a)	35-37 Essex Street	Elizabeth Auciello	Joe Auciello	12/31/2023

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§ 152-12. Common victuallers and innholders. [Amended 6-15-1981 by Ord. No. 20718; 4-21-2009 by Ord. No. 09-125; 11-16-2020 by Ord. No. 2021-34; 12-20-2021 by Ord. No. 2022-56]

No person shall hereafter engage in the business of innholder or common victualler without first obtaining a license therefor from the City Council. A fee of $75 shall be paid for each of such licenses. The fee for a common victualler's license set forth herein shall be waived for Calendar Year 2021 as a result of the ongoing impacts of the COVID-19 global health pandemic. The fee for a common victualler's license set forth herein shall be waived for Calendar Year 2022 as a result of the ongoing impacts of the COVID-19 global health pandemic.

State law reference — Law of the commonwealth authorizing cities to grant licenses to common victuallers, innholders, etc., MGL c. 140, § 2, construed in Liggett Drug Co. v. Board of License Commissioners, 296 Mass. 41, 4 N.E. (2d) 268.

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Business Name	Location of Garage	Owner	Expiration
Cesar Cars Auto Sales Corporation DBA Melrose Auto Gallery	303 Lebanon Street	Cristian Balmore Serrano	December 31, 2023
Dovales Enterprises, LLC DBA Certified Automotive Solutions	17 Upham Street	Jaime Dovale	December 31, 2023
Kaplas Links	278 Main Street St #3D	Kayode Asupoto	December 31, 2023
Revere Auto Repair	102 Lebanon Street	Nicholas J DiBartolomeo	December 31, 2023
Stephen's Towing, Inc. d/b/a Stephen's Auto Sales	140 Tremont Street	Stephen Longmuir	December 31, 2023

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: City Council President Christopher Cinella
From: Mayor Paul Brodeur
Re: Appointment of Albert Talarico as ISD Director/Building Commissioner
Date: December 5, 2022

It is my pleasure to submit to the Honorable City Council the appointment of Albert (Al) Talarico to serve as the Director of Inspectional Services and Building Commissioner for the City of Melrose. His appointment is effective December 12, 2022.

Mr. Talarico has 23 years of construction and inspectional service experience. For the past seven years he served as the Building Commissioner for the City of Peabody, where he interpreted and enforced the City Zoning Ordinances and worked collaboratively with ZBA, Planning Board, Conservation Commission, Historical Committee, and the City Council on proposed zoning changes and compliance.

In his last role, Mr. Talarico was instrumental in developing new building permit procedures and implementing an online permitting system, which resulted in reduction in office traffic, more efficient customer service experience, and increased revenue. Under his leadership the City of Peabody Inspections Department processed over 5,200 permits annually and collected over $2.5 million in annual revenue. Continuously looking for ways to improve workflow and processes, he also enacted a receivership program, which provided the City with mechanisms to manage abandoned properties. As a self-described “fan of technology” who believes that “change is inevitable,” in efforts to prepare for the future and transition to paperless operations, he secured a grant to scan and archive all departments plans and files (over 400,000) and make them readily available online.

Mr. Talarico stands out with his emphasis on customer service, clear communication, and building relationships as keys to success. As an immigrant who came to the United Sates from Italy at a young age, Mr. Talarico understand the value of diversity and equity through his own lived experience, which has taught him to approach others with respect, empathy, and an educational mindset. I am eager to see the great work that Mr. Talarico will accomplish for the City of Melrose as our next ISD Director and Building Commissioner, and I respectfully request your approval of his appointment.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Albert Talarico

Experience

2015-Present **City of Peabody** **Peabody, MA**

Building Commissioner

- Managed Department consisting of eight employees - Office Clerk, ZBA Secretary, Electrical Inspector, Plumbing and Gas Inspector, two local Building Inspectors, Code Enforcement Officer and Weights & Measures Inspector.
- Oversaw, inspected and approved over $150,000,000 of annual construction work throughout the City.
- Processed over 5200 permits yearly and collected over $2,500,000 in annual revenue.
- Prepared and submitted annual operating budget comprising over $600,000.
- Transitioned department from paper-based permitting to fully online cloud-based system (OpenGov).
- Secured a grant totaling $150,000 through the Community Preservation Committee (CPC) to scan and archive the department's 417,000 plans and files.
- Selected by the State Board of Buildings Regulations and Standards as a Committee Member to revise and update the State's Contractor License Exam in 2018.
- Implemented a receivership program allowing the City the necessary tools to deal with or eliminate blighted properties.
- Reviewed and approved building plans.
- Interpreted and enforced the City's Zoning Ordinances.
- Worked closely with the ZBA, Planning Board, Conservation Commission, Historical Committee and the City Council – advising them on proposed zoning changes or compliance, MGL 40A - Massachusetts State's Zoning law, and construction matters.
- Reviewed and approved all Special Permit Applications to the City Council.
- Met daily with attorneys, architects, engineers, developers, business owners and homeowners to advise them on proposed projects.

2004-2015 **City of Revere** **Revere, MA**

Chief Building Inspector

- Enforce all provisions of the Massachusetts State Building Code (780 CMR), Architectural Access Board (521 CMR) and City of Revere Zoning Ordinances
- Reviewing, maintaining, and approval of building permits
- Inspection of construction, alterations, reconstruction, repairs, and demolition of any building or structure in the City of Revere
- Supervised and trained new employees
- Developed system to track complaints and resolutions regarding illegal apartments
- Created and implemented all new permitting forms for the Building Department

2003-Present **A. Talarico Remodeling and Construction** **Revere, MA**

Owner/Manager

- Founded and managed successful remodeling and construction business catering mainly to residential clients
- Oversee construction projects, including additions, roofing, framing, flooring, decks, siding and finish work
- Maintain bookkeeping, payroll, insurance and budget
- Retain and supervise subcontractors, hire, train and manage employees, including monitoring and evaluating performance
- Balance work schedule between existing jobs and engaging prospective clients, ensure job completion in a timely manner and within budget
- Generate cost estimates and negotiate sales contracts

2002-2003 **Encompass Construction** **Revere, MA**

Construction Laborer

- Built large and small additions and decks, renovated interior and exterior of homes and apartments
- Poured concrete foundations and footings
- Installed replacement windows, flooring and vinyl and clapboard siding

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2001-2002 **Global Construction** **Quincy, MA**

Masonry Labor Supervisor

- Supervised a team of six masonry laborers
- Arranged work area for mason, including erecting staging and preparing concrete and cement
- Poured footings and foundations, as well as pointed brick veneer

2001-2003 **DeWolfe Realty** **Somerville, MA**

Part Time Sales Agent

- Marketed the sale of residential property, including conducting open house sales events, listing property on MLS and in newspapers
- Created sales and marketing materials and prepared market analysis of homes for potential sellers
- Negotiated sales between buyers and sellers, advised clients, drafted Purchase and Sale Agreements, scheduled home inspections and closing dates
- Acted as liaison between clients and mortgage companies, home inspectors, attorneys and other real estate brokers

1996-2001 **Tufts Health Plans** **Watertown, MA**

Business Analyst

- Developed strategies to streamline daily business requirements for operations department
- Produced reports to provide management with critical decision making information
- Created custom software reporting programs and queries to reduce errors and increase productivity and production
- Conducted monthly and quarterly bad-debt analysis for Operations Department
- Trained staff on software systems and developed curriculum for such training
- Promoted rapidly from *Billing Customer Service* to *Senior Billing Coordinator* to *Business Analyst*

Education & Licenses

- Suffolk University - Business Administration
- Cambridge Rindge & Latin High School – Electrical Major
- Tufts Health Plans Certified Technology Classes - Access, Automating Tables & Queries, Advanced Forms & Reports; MS Excel, Visual Basic for Application and Visual Basic 6.0
- Clark University, CCI - Certification in PC Service and Support: DOS, Microsoft Windows Platforms, Introduction to PC Hardware, Hardware Assembly & Installation, Diagnostic Utilities and PC Troubleshooting, Introduction to Networking, Fundamentals of Network Administration, Advanced Networking, Troubleshooting Applications
- Licensed Real Estate Salesperson - Commonwealth of MA
- Licensed Contractor - Commonwealth of MA
- Certified Building Local Inspector - Commonwealth of MA 2004
- Certified Building Official - Commonwealth of MA 2014

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Albert Talarico

October 25, 2022

Polina Latta
Director – Human Resources
City Hall
526 Main Street,
Melrose, Ma 02176

Dear Polina,

I am interested in the Director of Inspectional Services, Building Commissioner, Zoning Compliance Officer position advertised on the MBCIA website. My resume is enclosed for your review. Given my related experience and excellent capabilities, I would greatly appreciate your consideration for this job opening. I believe my skills are an ideal match for this position.

My Qualifications:

- 23 years of construction and inspectional service experience.
- Strong management skills.
- Instrumental in developing new building procedures.
- Implemented an online permitting system.
- Converted paper documents to PDFs through a scanning project.
- Enacted receivership program.
- Extensive experience with software and Microsoft products.
- Massachusetts Certified Local Inspector (2004).
- Massachusetts Certified Building Official (CBO 2014).
- Massachusetts Licensed Contractor.
- Certification in PC Service and Support from Clark University ICC.
- Excellent interpersonal and communication skills.

I appreciate you taking the time to review my credentials and experience. I look forward to hearing from you.

Sincerely,

Albert Talarico

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CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

PAUL
BRODEUR
Mayor

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Beebe Estate Board of Trustees Appointment
Date: December 13, 2022

I respectfully request the Honorable City Council confirm the following Beebe Estate Board of Trustee appointment:

- Sarah Besegai, 52 Stratford Road, to a two-year term, said term to expire on the last day of February 2025.

Ms. Besegai has a proven track record of project management and marketing experience, which includes collections and museum planning and management, community arts and education—all of which are complimentary to the Beebe Estate Board of Trustees' responsibility for managing the historic Beebe Estate.

Some of the highlights from Ms. Besegai's candidacy include overseeing the budgets in her former role William's-Mystic Maritime Studies Program in her capacity as Assistant Director of Administration and Finance as well as in her role most recent role at Lesley University; producing special events such as artists' talks, discussion panels, and film screenings; and successful grant writing in her role at the Griffin Museum of Photography.

Thank you for your consideration.

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Sarah Besegai

52 Stratford Road
Melrose MA 02176
[redacted]

November 30, 2022

Dear Melrose City Hall Volunteer Manager,

I am interested in serving the City and our community as a Board of Trustees member for the Beebe Estate. My professional skills and interests are very much aligned with the goals and focus of the Beebe Estate and of this volunteer position.

I have experience in project management, collections management, museum planning and architecture, community arts, and education. My administrative experience and marketing experience will also prove useful in serving as a custodian to this important landmark and cultural center.

Communication and resourcefulness are some of my key strengths. I get along well with others and thrive on finding resolutions to problems. I am confident that these qualities together with my commitment to the work will be an asset to the Beebe Estate.

My enclosed resume will provide you with more details regarding my qualifications and experience. I know that I can bring much benefit with my experience, educational qualifications and skills and I look forward to putting these towards a good cause. Please contact me by phone or email if you have any questions. I look forward to hearing from you and thank you for your time.

Sincerely,

Sarah Besegai

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52 Stratford Road, Melrose, MA 02176 • [redacted]

Sarah Besegai

Experience

2007-2015 **LESLEY UNIVERSITY** **CAMBRIDGE, MA**
Program Manager for Graduate School of Education
- Provided a high-level administrational and operational support for the Teaching, Learning and Leadership department, including: scheduling, staffing, reporting, and communications
- Maintained and monitored division budgets; created appropriate reports; processed payments; collected data for preparation of revenue, expense projections, and annual reports

Fall 2009 **GRIFFIN MUSEUM OF PHOTOGRAPHY** **WINCHESTER, MA**
Special Projects Coordinator, Internship
- Successful grant writing ($10,000) for the collaborative community project, *Photosynthesis*
- Assisted with the day to day operations, including: ticket, membership, and memorabilia sales; installing shows; shipping and storage of shows
- Produced special events, including: artists' talks, discussion panels, and film screenings

2003-2007 **VERNER JOHNSON: MUSEUM ARCHITECTS AND PLANNERS** **BOSTON, MA**
Museum Planner
- Worked directly with clients to assess needs, evaluate options, and make recommendations for future growth, including: comprehensive master planning; collection storage planning; facility and space planning; market feasibility studies
- Assisted with interviews, surveys, workshops, original research, and writing
- Wrote and produced materials, including: interview summaries, workbooks, and reports
- Responsible for writing, design, and production of all submittals of qualification and promotional materials

1998-2003 **WILLIAMS-MYSTIC MARITIME STUDIES PROGRAM** **MYSTIC, CT**
Assistant Director of Administration and Finance
- Performed fundamental program management, including: overseeing schedules, itineraries, calendars, communications, accreditations, and annual reports; planning special events; managing facilities; coordinating student registration, orientation, and graduation
- Oversaw program budget, including: setting and meeting annual budget of $600,000; preparing cost forecasts; reviewing and administering student financial aid; collecting student tuition
- Proudly served as a liaison between the college and museum community

1998-1999 **WILLIAMS-MYSTIC MARITIME STUDIES PROGRAM** **MYSTIC, CT**
Assistant Director of Admissions and Recruitment
- Designed, produced, and distributed all recruitment materials
- Presented at more than 35 informational meetings at colleges and universities across the United States
- Fostered positive community relations with college professors, administrators, and students
- Chaired the admissions committee; lead discussions; evaluated applications; established and maintained a recruitment database

1997-1998 **HISTORIC NEW ENGLAND** **BOSTON, MA**
Museum Cataloguer
- Catalogued an extensive collection of American art and artifacts for the Marsh-Billings-Rockefeller National Historic Park in Woodstock, VT
- Completed major inventory, including: researching, documenting, cleaning, repairing, labeling, storing, and exhibiting objects
- Participated in collections management training provided by both Historic New England and The National Park Service

Education

LESLEY UNIVERSITY **CAMBRIDGE, MA**
Master of Education: Arts, Community, and Education

MOUNT HOLYOKE COLLEGE **SOUTH HADLEY, MA**
Bachelor of Arts in American Studies with Concentration in Art History; Minor in English

Interests and Activities

I am a project manager, administrator, planner, organizer, teacher, and learner.

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David Thimble

CEO & President, CaLex Company, LLC

94 Crescent Avenue
Melrose, MA 02176
[redacted]

SELECT EXPERIENCE

CaLex Company, Melrose — *CEO & President*

JANUARY 2010 - PRESENT

Customer highlight - Brigham & Women's Hospital: fire door inspections, the supply and install of fire-rated doors and enclosures, ad hoc cabinetry

Ken Vona Construction (KVC), Waltham — *Cabinet Shop Supervisor*

JANUARY 2003 - JANUARY 2010

Dave Hunter Construction, Lexington — *Cabinet Shop Supervisor*

JANUARY 1998 - JANUARY 2003

Architectural Designs, Wakefield — *CEO & President*

JANUARY 1993 - JANUARY 1998

Architectural Openings, Somerville — *Lead Cabinetmaker*

JANUARY 1990 - JANUARY 1993

Unique Woodworking, Woburn — *CEO & President*

JANUARY 1982 - JANUARY 1990

EDUCATION

Northeast Metro Tech, Wakefield — *Cabinet Making*

SEPTEMBER 1972 - JUNE 1976

SELECT PROJECTS

Custom furniture — *dining room set*

Custom dining room table for Rowe's Wharf, Boston residential condominium

Bars & restaurants — *Refurbishments/build outs*

Location highlights: *Cask & Flagon*, Boston; *Thackerays Restaurants*, Woburn & Waltham; *Tavern on the Water*, Charlestown; *Jillian's*, Boston

USS Constitution — *Restoration Project*

Junior year of cabinetry program was afforded the opportunity to restore parts of the *USS Constitution* while the ship was drydocked. Worked primarily to replace and restore the transom windows at the stern of the vessel.

SKILLS

- Cabinetry/furniture making and restoration
- Project management of high-end residential projects
- Furniture finishing, color-matching and repair

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CITY OF MELROSE

PAUL
BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Beebe Estate Board of Trustees Appointment
Date: December 13, 2022

I respectfully request the Honorable City Council confirm the following Beebe Estate Board of Trustee appointment:

- David Thimble, 94 Crescent Avenue, to a two-year term, said term to expire on the last day of February 2025.

Some highlights of Mr. Thimble's candidacy include serving on a restoration team for the USS Constitution's restoration project and serving as CEO and President of an architectural designs business.

Mr. Thimble's foremost intentions with the Board of Trustees include utilizing his architectural knowledge as well as his restoration experience and skills to assist and augment the efforts of the Board of Trustees in maintaining the historical integrity and general upkeep of the estate.

Thank you for your consideration.

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December 21, 2022

Kara M. Showers
City of Melrose Health and Human Services
562 Main Street
Melrose, MA 02176
kshowers@cityofmelrose.org

Dear Ms. Showers:

Thank you for applying for the 2023 Community Health Inclusion Index (CHII), Massachusetts Department of Public Health (MDPH), Office of Local and Regional Health (OLRH), Mass in Motion Municipal Wellness and Leadership Program (MiM), and Office of Health Equity (OHE) mini-grant. We are pleased to announce that the CHII Assessment (the "Project") has been selected for funding from January 1, 2023 to June 30, 2023. The grant review committee has approved a grant in the amount of Twelve Thousand Dollars ($12,000).

The review team asks that by **January 5, 2023**, you submit a revised work plan to Kimberley Warsett (Kimberley.Warsett@mass.gov) and Nassira Nicola (Nassira.D.Nicola@mass.gov) addressing the following:

1. Provide additional details on community engagement, including translation needs;
2. Discussion of Stoneham and Lynnfield's capacity;
3. Explanation of how the CHII results will be used in all four communities, benefitting people with mobility limitations, especially people of color;
4. Training/education on structural ableism; and
5. Alternative plans for Lunch & Learns in the event of rising COVID-19 rates.

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Further, our offer of this grant is subject to your agreement to the following:

1. Use the grant funds only as specified in the approved grant proposal;
2. All grant funds must be spent between January 1, 2023 and June 30, 2023;
3. Maintain your records to show and account for the uses of grant funds;
4. Participate in periodic check-ins with MDPH to discuss Project progress, identify potential barriers and opportunities, and accept technical assistance and data support where applicable; and
5. If requested, present on the Project at a future MiM or OLRH stakeholders meeting.

By March 31, 2023, please have an authorized representative (1) sign and return one copy of this letter to Massachusetts Health Officers Association (MHOA) and (2) provide an invoice to MHOA for the first half of payment. Please send these documents by email to Teresa Wood Kett, incoming MHOA executive director at tkett@mhoa.com.

Please be advised that a mandatory CHII training will take place on January 20, 2023 from 11:00am – 12:00pm. MiM, OLRH, and OHE are available for technical assistance support to ensure your success (contact information below). We are happy to answer any questions you may have.

Congratulations!

Teresa Wood Kett, Executive Director
Massachusetts Health Officers Association
tkett@mhoa.com

Maria Evora, Community Liaison
Mass in Motion Municipal Wellness and Leadership Program
Maria.Evora@mass.gov

Kim Etingoff, Community Engagement Specialist
Root Cause Solutions Exchange
Kim.Etingoff@mass.gov

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Erica Piedade, Director of Workforce Development
Office of Local and Regional Health
Erica.M.Piedade@mass.gov

Nassira Nicola, Program Coordinator, Health and Disability Program
Office of Health Equity
Nassira.D.Nicola@mass.gov

Kimberley Warsett, Program Coordinator, Health and Disability Program
Office of Health Equity
Kimberley.Warsett@mass.gov

Felicia Heykoop, Program Coordinator
Mass in Motion Municipal Wellness and Leadership Program
Felicia.Heykoop@mass.gov

Matthew S. Barron, Legal Policy Analyst
Massachusetts Association of Health Boards
Barron@mahb.org

Melrose/Wakefield/Lynnfield/Stoneham

1/17/23
Date

Please sign and return to tkett@mhoa.com by March 31, 2023.

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MA Department of Public Health Community Health Inclusion Index (CHII) mini-grant

The City of Melrose Health and Human Services (HHS), in partnership with the Town of Wakefield HHS, Town of Stoneham Health Department and Town of Lynnfield Health Department, propose to *use the Community Health Inclusion Index (CHII) to assess disability access for people with mobility limitations in the communities and develop an action plan*.

The purpose of the CHII is to collect information about healthy living resources in Melrose, Wakefield, Stoneham & Lynnfield and the degree to which they are inclusive. This will help us plan and develop strategies that will impact the health and well-being of community members, including persons with disabilities, specifically mobility limitations. The CHII assessment is not an ADA compliance checklist; it is intended to be a tool to measure a broad level of health inclusion in our communities.

With this funding, Melrose, Wakefield, Lynnfield and Stoneham will: 1) assess the community using CHII survey tools for the first time, and 2) bring stakeholders together (i.e., Disability Commissions, Housing Authority staff, municipal American Disability Act Coordinators, senior housing complex facility managers and residents, etc.) to determine how we can best support those with disabilities to encourage increased participate in our community health initiatives.

Housing accessibility and municipal infrastructure were common challenges among the four communities. In order to delve into next steps toward improvement in those arenas, we will use the On-Site CHII assessment at pre-determined priority locations. The results we gather from this assessment will allow us to further conversations and implement a realistic plan for change.

Proposed activities:

- Bring stakeholders and partners together to determine how we can support residents with disabilities to more fully participate in our community health initiatives. Host 3 lunch and learn meeting for the four municipalities' stakeholders. Engage partners monthly (via emails and meetings).
- Conduct on-site CHII assessments at pre-determined priority locations in the 4 communities. Discuss findings with stakeholders & partners and determine plan of action using assessment results.

Using the CHII survey tools will allow us to: 1) better understand existing issues that are affecting residents with mobility limitations so that we can implement appropriate solutions, and 2) bring stakeholders and partners together. Our municipalities will incorporate a "leading with race and racism" framework by putting people with lived experience of inequities at the forefront and share decision-making power with them. We will meaningfully engage people with disabilities, including people of color, in the project by working with our partners (i.e., Human Rights Commissions and Councils on Aging).

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TuftsMedicine
MelroseWakefield Hospital

Shields
HEALTH CARE GROUP

January 19, 2023

Dear Kara Showers,

Thank you for your grant submission to the Determination of Need Community Health Initiative Funding Opportunity.

We are delighted to inform you that your grant proposal has been approved in the amount of $12,000 to fund the Supporting Community Providers Who are Serving our Most Vulnerable citizens in Wakefield & Melrose Program.

We will be sending you a contract listing the grant's terms and conditions in the next few weeks. If you accept the award offer, terms and conditions, we will ask you to sign and return the contract. Upon the contract's receipt we will distribute payment and expect work to begin on March 1, 2023.

The funds must be used specifically for the designated purpose by February 28, 2024. You must submit a written request to us in advance if you wish to change the purpose of the grant or if the funds are not expended within the next 12 months. In addition, we will request a report on the expenditure of our grant after six months and a final report after one year. Any publications produced referencing the funded project must acknowledge the funds were provided by MelroseWakefield Hospital, Lawrence Memorial Hospital and Shields Surgery Center.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,

The Community Health Initiative Allocation Committee
On behalf of the Medford Surgery Center, LLC

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MelroseWakefield Healthcare/Tufts Medicine
Community Health Initiative Funding

Building Community Awareness and Reducing Behavioral Health Stigma in High-Risk Populations

Supporting Community Providers who are serving our most vulnerable citizens in Wakefield & Melrose

The Town of Wakefield and City of Melrose Health and Human Services Department's mission is to promote the personal and environmental health of the community, focusing on prevention, intervention, remediation, and maintenance. The expansion to a comprehensive Health & Human Services Department acknowledges that without basic needs such as housing, food, economic stability, education, healthcare, and a feeling of connection to the community, it becomes significantly more challenging to live a healthy & well life. The primary opportunity that led us to request this grant funding is our intent to build upon our first two years work.

Year 3's three-pronged plan is to:

1) support new immigrant residents by connecting them to local, inclusive services that directly impact social determinants of health, including but not limited to: housing, education, food, clothing, legal services, employment and primary & behavioral health needs
2) improve community connections for English Learning new residents, and
3) provide trainings and networking luncheons for providers.

To ensure success, we will engage with new residents early on, gathering information about what services they value. This will be done by bringing on one Spanish & one Portuguese-speaking Community Champions. Utilizing the expertise of these Community Champions, our Social Services Coordinators will enroll new residents in benefit programs that will directly impact their health and well-being, providing them with basic needs (i.e., SNAP benefits, Fuel Assistance, etc.). Our Champions will utilize networking events to educate service providers with specific culturally competent needs of new immigrants, especially English Language Learners. School Department, City/Town Employees, Social Service providers and volunteers will participate in Diversity, Equity, and Inclusion training so that they may better support new youth and residents.

Program Expenses

- ESL supplies**:** Pocket talk hand-held translators, Translation Services
- Community Champions: One Spanish & one Portuguese-speaking champion to share between Melrose & Wakefield
- Networking meetings: food & supplies for 3 meetings for 30+ local social service providers
- In-depth lunch-and-learn training sessions
- ESL Family Nights: In partnership with school districts
- Social Service Coordinator support: IntakeQ data intake system for clients

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Slane, Denise

From: NEHA-FDA RFFM Grant Program <do-not-reply.grants07-us-east-1@fluxx.io>
Sent: Wednesday, December 21, 2022 5:53 PM
To: Health
Subject: NEHA-FDA RFFM Grant Program: CONGRATULATIONS

Dear Erin:

Congratulations! The National Environmental Health Association (NEHA) and US Food & Drug Administration (FDA) are happy to inform you that your NEHA-FDA Retail Flexible Funding Model (RFFM) grant submission for the following project has been approved:

ID Number: G-BDEV1-202210-03047
Project Title: Completion of SA9 and a CSIP for Melrose and Wakefield
Grant Type: 2023 Track 1 Development Base
Amount Requested: $11,250.00
Amount Awarded: $5,000.00
Project Summary: Many of our resources were devoted primarily to the COVID-19 pandemic from March 2020 until early 2022. Prior to that time, our Department was largely focused on food safety and had completed a lot of work towards the Standards. Completing an SA9 and a CSIP will help us assess our current food safety program and re-establish the Standards into our food safety program.

Please use your previously assigned username and password to return to the NEHA-FDA RFFM Grant Program Portal for details of this award, including the official grant award letter. Additionally, review the comments below relating to your specific request:

==========

The "Required Outcomes" portion of your CY 2023 Track 1 Development Base Grant is approved, and fully funded at $5,000. However, due to insufficient Mentor participation, we were unable to fund the Mentee portion of your application. We encourage you to reapply for a Mentee grant in the 2024 RFFM grant program. The full requested amount for your CY 2023 Track 1 Development Base Grant is approved. However, we will be reaching out for clarification and a likely update for your Budget, as it does not directly support the proposed project (completion of an SA9 and a CSIP). Any changes to your project plans and/or budget changes in excess of 10% of the Total Award Amount must be approved in writing by NEHA, in advance. Please refer to the neha.org/retail-grants website for the full RFFM Grant Guidance, which includes a description of non-allowable costs that will not be reimbursed. We look forward to supporting you as you work to complete your important Retail Flexible Funding Model project. Please reach out to the NEHA-FDA RFFM Grant Program Support Team if you have any questions or concerns.

==========

Note: The Catalog of Federal Domestic Assistance (CFDA) number for this United States Food & Drug Administration grant, awarded to the National Environmental Health Association on 05/03/2021, is 93.103. Your grant is considered a subaward under this NEHA grant. Please refer to our homepage at https://neha.org/retail-grants for additional program information or to access the NEHA-FDA RFFM Grant Program Portal.

If you have any questions or need additional information, please contact us at: 1-833-575-2404 or retailgrants@neha.org.

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Sincerely,

Your NEHA-FDA RFFM Grant Program Support Team ****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

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CITY OF MELROSE

PLANNING BOARD

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Greg Sampson /DG

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

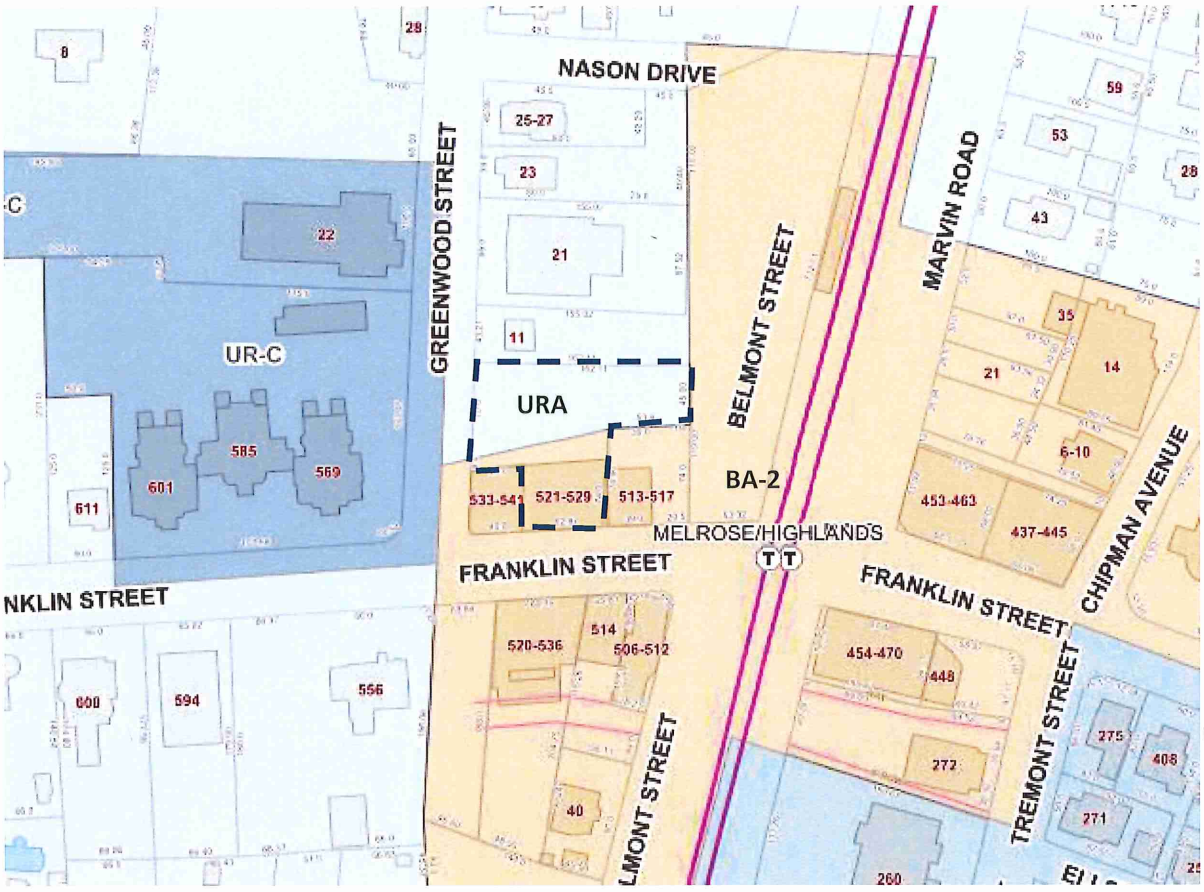
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BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

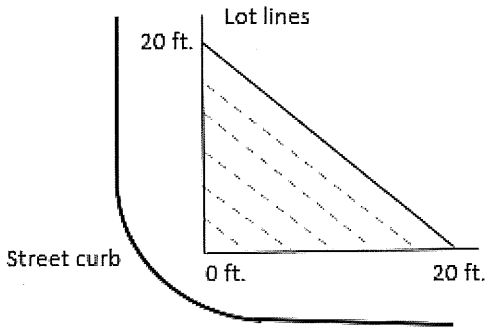
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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James P. Mitchell
Attorney at Law

20 West Emerson Street
Melrose, Massachusetts 02176

Telephone: (781) 662-9195
Fax: (781) 662-4428
Email: jpmitchell@masslaw.net

October 12, 2022

By Hand

Shannon T. Phillips, City Solicitor
City of Melrose
562 Main Street
Melrose, MA 02176

Re: Property: 0 Swains Pond Avenue, Melrose, MA 02176
"Modified Definitive Plan Hillside Park, Melrose, MA", dated 12/4/2019, as amended, prepared by Williams & Sparages, Engineers-Planners-Surveyors", recorded at MSDR June 9, 2021, as Plan 429 of 2021
Owner: Laura Szekely, Trustee of 0 Swains Pond Avenue Realty Trust u/d/t/d 5/21/2018

Dear Attorney Phillips:

Pursuant to our conversations, I am enclosing final signed originals of the following documents for submittal to the City Counsel in connection with the above development as follows:

1. Quitclaim Deed, Conditions and Easements (Lot 10 & Lots 5, 6, HOA);

2. Deed Easement and Restriction (Lot 1); and

3. Declaration of Easements, Covenants, Conditions and Restrictions (Lot 10 and portion of Lot 1).

Thank you.

Very truly yours,

James P. Mitchell

JPM/rla
Enclosures

cc: Denise M. Gaffey, Director and City Planner
Office of Planning and Community Development

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Return to:

Property: **Lot 10** & Lots 5,6 on Plan 429 of 2021, & Patricik's Place HOA, 0 Swains Pond Ave, Melrose, MA 02176

QUITCLAIM DEED,
CONDITIONS
and
EASEMENTS

LAURA SZEKELY, TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, a Massachusetts Nominee Realty Trust, u/d/t dated May 21, 2018 and filed with Land Registration Division of the Middlesex South Registry of Deeds on June 8, 2018 as Document 1789504 on Certificate 267856, Book 1528, Page 22, of 142 Haggett's Pond Road, Andover, MA 01810, with a mailing address of P.O. Box 27, Andover, MA 01810 (the "Grantor"),

for consideration of One and 00/100 ($1.00) Dollar, and other consideration paid,

grant to the City of Melrose, a municipal corporation in Middlesex County, Commonwealth of Massachusetts (the "Grantee"), with its office in City Hall, 562 Main Street, Melrose, Massachusetts, 02176,

with **Quitclaim Covenants**, the following:

> **Lot 10** containing 90,573 sf± as shown on a plan of land entitled: "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, as amended, prepared by Williams & Sparages, Engineers-Planners-Surveyors, recorded at the Middlesex South District Registry of Deeds on June 9, 2021, as Plan 429 of 2021 (herein, "Lot 10" and/or the "Property").

The land conveyed is dedicated to conservation purposes in accordance with M.G.L. Chapter 40, Section 8C, and shall be held in the care, custody and administrative control of the Melrose Conservation Commission, a duly organized branch of said municipality having the same address for preservation in perpetuity; pursuant to valid majority votes of the Melrose City Council taken on _____, 2022,

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Said conveyance subject to a Proposed Drain Easement as shown on said Plan 429 of 2021 and to a Proposed 15' wide Drainage Easement for the benefit of the Owners of Lots 5 and 6, Patrick Place, and to the Patrick's Place Homeowner's Association as shown on a Sketch Plan in Melrose, prepared by Williams & Sparages, dated March 31, 2022 attached hereto and incorporated herein.

Lot 10 shall be owned by the City of Melrose, and shall be maintained by the Patrick Place Homeowners Association under the guidance of the Melrose Conservation Commission.

The total acreage of the above noted parcel is 90,573 square feet of land, more or less according to said Plan 429 of 2021

THE GRANTOR AND GRANTEES HAVE AFFIRMED, CONFIRMED AND ADOPTED THE FOLLOWING PURPOSES FOR THIS DEED:

A. The property provides significant scenic, and aesthetic value in its present state as a natural area and open space;

B. The property contains both wetlands and upland habitat.

C. The Property abuts property known as "Hillside Park"; "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, prepared by Williams & Sparages, Engineers-Planners-Surveyors;

D. The City of Melrose has promulgated that the "preservation and protection of open space and natural resources is a high priority for Melrose residents";

The terms of this Deed for Lot 10 are as follows:

1. **Prohibited Activities.** Except as otherwise herein provided, neither the Grantor nor the Grantee shall perform nor permit others to perform any of the following acts or uses on, over or under the Property:

   a. Construction or placing of any building, tennis court, landing strip, mobile home, swimming pool, septic system, road, sign, fence, billboard or other advertising display, utilities, conduits, poles, antennas, towers, windmills, solar panels or other temporary or permanent structures or facilities on, over or under the ground;

   b. Dumping or placing of soil, grass clippings, compost, yard debris or other substances on the ground as landfill or dumping or placing of vehicle bodies or parts, junk, trash, refuse, solid or chemical waste or unsightly or offensive materials or the installation of underground storage tanks;

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c. Cutting, removal or destruction of trees, grasses, shrubs, or other vegetation;

d. Use of the Property except for passive outdoor recreational purposes or other purposes that permit the Property to remain predominantly in its open condition;

e. Activities detrimental to drainage, flood control, water or soil conservation, wildlife or plant habitat, water quality, erosion control or scenic values;

f. Any other use of the Property or activity which would impair the conservation values of the Property as set forth herein unless such use or activity is necessary and desirable for the protection of those conservation values.

2. **Reserved Rights.** Notwithstanding anything contained in paragraph 1, the following activities shall be allowed or permitted on the property:

a. Any activities designed to enhance the ecological and natural historical value of the Property or to enhance the awareness of such values, including but not limited to the creation of open space, all in accordance with the plan prepared by the Grantor and approved by the Grantee;

b. Activities designed to enhance the ecological or natural historic value of the Property, including wildlife habitat improvement;

c. Hiking, wildlife observation and other passive outdoor recreational and educational activities consistent with conservation purposes;

d. **Easement**. A perpetual easement is reserved to the Grantor, its heirs, successors or assigns, to be maintained by the Homeowner's Association at its sole costs and expense, an easement over the Easement Area being a portion of Lot 10 on a "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, prepared by Williams & Sparages, Engineers-Planners-Surveyors, and recorded as Plan 429 of 2021 as follows: The perpetual restriction, right and easement to construct and maintain, a drainage easement over Lots 5 and 6 as shown on the Modified Plan with the right to extend any ancillary items as needed, including the right and obligations of the Homeowner's Association or its successors in title to maintain and repair the Drainage System located within the Easement Area. The full consideration for the within easement is One and 00/100 ($1.00) Dollar.

e. Such other activities as are consistent with conservation purposes.

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3. The exercise of any reserved right shall be in compliance with the then-current Zoning By-law applicable to the Property, the Wetlands Protection Act (General Laws Chapter 131, Section 40) and all other applicable provisions of federal, state and local law.

4. **Access by the Public**. It is hereby agreed that the general public may pass and repass over the Property by foot, to and from adjacent land of said City of Melrose for purposes of quiet outdoor recreational and educational activities, provided

   a. that any such activity shall be limited to daylight hours;

   b. that dogs shall be leashed at all times;

   c. that no motor vehicles of any kind shall be permitted;

   d. that no dumping, waste disposal or littering of any kind be allowed.

   To the extent permitted by law, the Grantor and the Grantee hereby expressly disclaim any duty to maintain the property or warn persons who may enter upon the same. Pursuant to M.G.L. c. 21, s.17c, neither the Grantor or the Grantee is liable to any member of the public who uses the Property in the absence of willful, wanton or reckless conduct by the Grantor or Grantee.

5. **Representations of the Grantee.** The Grantee represents that it is a municipality established, pursuant to Massachusetts General Laws, that it is organized and operated as a municipal entity with an intent and purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other scientific and educational purposes, that it has both the necessary funds and commitment to hold this land exclusively for conservation and to enforce its terms and that it is a "Qualified Organization" as that term is defined in Section 170 (h)(3) of the Internal Revenue Code of 1986, as amended.

6. **Binding Effect: Interpretation.** The burdens of these restrictions shall be deemed to run with the Property, shall be enforceable against the Grantor, the Grantor's successors in title to the Property and any person holding any interest therein by the Grantee, its successors and assigns and its duly designated officers, members, employees or agents, and by the Hillside Park Homeowner's Association.

7. **Effective Date.** The Grantor and the Grantee intend that the restrictions arising hereunder take effect when all the requisite signatures have been obtained and this document has been recorded in the Registry of Deeds.

8. **Termination of Rights and Obligations.** Notwithstanding anything to the contrary contained herein, the rights and obligations under this deed restriction of any party holding any interest, except that liability for acts or omissions occurring prior to

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transfer and liability for the transfer itself if the transfer is in violation of this deed restriction shall survive the transfer.

9. **No Merger.** No future assignment of Grantor's or Grantee's interest in the Property or future acquisition of any additional interest in the Property by Grantor or Grantee shall cause this deed to merge with the fee or have the effect of causing any of the terms thereof to be rendered unenforceable by reason of the so-called "doctrine of merger".

For Grantor's title, see deed filed on June 8, 2018 at the Land Registration Division of Middlesex South Registry of Deeds as Document Number 1789503 on Certificate 267856. See also, Notice of Voluntary Withdrawal from Registration System filed with said Land Registration Division on June 9, 2021 as Document No. 01882591 on Certificate 267856, and recorded in Recorded Land at Book 77976, Page 232.

SIGNATURE PAGES TO FOLLOW

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXECUTED under seal this 13th day of JUNE, 2022.

0 SWAINS POND AVENUE
REALTY TRUST,
By: (duly authorized)

Laura L. Szekely, trustee
LAURA SZEKELY, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX)

On this 13TH day of JUNE, 2022, before me, the undersigned notary public, personally appeared LAURA SZEKELY as TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, as Grantor, proved to me through satisfactory evidence of identification, which was *a Mass. Driver's License*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose. in her capacity as Trustee of 0 Swains Pond Avenue Realty Trust, and that she has the authority to sign in that capacity.

ROBIN L. ALLEN
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES JUNE 24, 2027

Robin L. Allen
Notary Public Seal:
My Commission Expires: 6/24/2027

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

IN WITNESS WHEREOF, the Mayor of the City of Melrose, Massachusetts, hereto being duly authorized by the City Counsel for the City of Melrose, Massachusetts, hereby acknowledges the provisions of the Deed, Conditions and Easements connected hereto and has executed this Deed, Conditions and Easements on _____, 2022.

CITY OF MELROSE
By:

_____
Name: Paul Brodeur
Title: Mayor

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Paul Brodeur, as Mayor of the City of Melrose, Massachusetts, proved to me through satisfactory evidence of identification, which was Mass. Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXHIBIT/ATTACHMENT

Sketch Plan in Melrose, prepared by Williams & Sparages, dated March 31, 2022 showing proposed 15' wide Drainage Easement for the benefit of the Owners of Lots 5 and 6, Patrick Place, and to the Patrick's Place Homeowner's Association

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

SKETCH PLAN
IN
MELROSE, MA

SCALE: 1" = 40'

0' 20' 40' 80'

DATE: MARCH 31, 2022

SHOWING PROPOSED 15' WIDE DRAIN EASEMENT – LOTS 5&6

WILLIAMS & SPARAGES
ENGINEERS | PLANNERS | SURVEYORS
189 NORTH MAIN STREET
SUITE 101
MIDDLETON, MA 01949
PHONE: (978) 539-8088
FAX: (978) 539-8200
WSENGINEERS.COM

COMMONWEALTH OF MASSACHUSETTS
JOHN J. O'ROURKE III
No. 49904
PROFESSIONAL LAND SURVEYOR
(5-23-2022)

N

PL 429 OF 2021

LOT 5
(AS SHOWN ON PLAN
NO. 429 OF 2021)

LOT 10
(AS SHOWN ON PLAN
NO. 429 OF 2021)

PATRICK'S PLACE

S11°42'00"E 99.14

106.64

7.50

S01°49'27"E 7.50

N88°10'33"E 19.35

N78°18'00"E 41.66

N78°18'00"E 42.30

42.82 N78°18'00"E

7.50

S10°38'56"E 75.97

83.47

EXISTING DRAIN EASEMENT

N88°10'33"E 117.30

97.30

20.00

20.65 N88°10'33"E

S01°49'27"E 7.50

PROPOSED 15' WIDE DRAIN EASEMENT

LOT 6
(AS SHOWN ON PLAN
NO. 429 OF 2021)

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Return to:

DEED EASEMENT AND RESTRICTION

Property: **Lot 1** on Plan 429 of 2021, 0 Swains Pond Avenue, Melrose, MA 02176

WHEREAS, LAURA SZEKELY, TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, a Massachusetts Nominee Realty Trust, u/d/t dated May 21, 2018 and filed with Land Registration Division of the Middlesex South Registry of Deeds on June 8, 2018 as Document 1789504 on Certificate 267856, Book 1528, Page 22, of 142 Haggett's Pond Road, Andover, MA 01810, with a mailing address of P.O. Box 27, Andover, MA 01810, and its successors and/or assigns (hereinafter, "0 Swains Pond Avenue Realty Trust" and/or "Grantor"),

is the Owner of land located in Melrose, Middlesex County, Commonwealth of Massachusetts, 02176, and known as **Lot 1** as shown on Plan entitled "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, as Amended, prepared by Williams & Sparages, Engineers-Planners-Surveyors, recorded at Middlesex South Registry of Deeds on June 9, 2021 as Plan 429 of 2021 (hereinafter referred to as "Modified Plan"), and being shown on Assessor's Map as Map G3, Parcel 36, and 36A.

RESTRICTION

The Grantor, as the owner of said **Lot 1 on the Modified Plan,** has agreed with the City of Melrose Planning Board as follows:

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

1. To restrict use of a portion of Lot 1 consisting of 18,850 square feet depicted on the Modified Plan in the nature of a grant of "Open Space Easement" and "Sight Distance Easement" (*hereinafter, the "Restricted Area*"), requiring that the Restricted Area be maintained in its current state to be used only as a grassy area, and further, that no plantings be made which, in any way, would inhibit the existing sight distance, for use by the public on Patrick's Place, a private way within the City of Melrose.

and

2. 0 Swains Pond Avenue Realty Trust, and its successors and/or assigns, as the Owner of Record of Lot 1 on Modified Plan, has agreed with the Planning Board, City of Melrose, to maintain the Restricted Area as set forth above, and upon the sale of Lot 1 on the Modified Plan by said Trust, the maintenance of the Restricted Area shall be by the Patrick's Place Home Owner's Association.

4. The open space easement and sight distance easement shall run with the land and be undevelopable open space in perpetuity, and shall be binding upon all heirs, successors and/or assigns in title:

For title of 0 Swains Pond Avenue Realty Trust, see Deed filed on June 8, 2018 at the Land Registration Division of Middlesex South Registry of Deeds as Document Number 1789503 on Certificate 267856. See also, Notice of Voluntary Withdrawal from Registration System filed with said Land Registration Division on June 9, 2021 as Document No. 01882591 on Certificate 267856, and recorded in Recorded Land at Book 77976, Page 232.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXECUTED as a sealed instrument this 13th day of JUNE, 2022.

0 SWAINS POND AVENUE
REALTY TRUST,
By: (duly authorized)

Laura Szekely, Trustee

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX)

On this 13TH day of JUNE, 2022, before me, the undersigned notary public, personally appeared Laura Szekely, as Trustee of 0 Swains Pond Avenue Realty Trust, proved to me through satisfactory evidence of identification, which was Mass. Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, in her capacity as Trustee of 0 Swains Pond Avenue Realty Trust and that she has the authority to sign in that capacity.

ROBIN L. ALLEN
MY COMMISSION EXPIRES JUNE 24, 2027
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Notary Public Seal:
My Commission Expires: 6/24/2027

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Return to:

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

Property: **Lot 10 & portion of Lot 1** on Plan 429 of 2021, 0 Swains Pond Avenue, Melrose, MA 02176

Whereas, the Grantor, LAURA SZEKELY, TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, a Massachusetts Nominee Realty Trust, u/d/t dated May 21, 2018 and filed with Land Registration Division of the Middlesex South Registry of Deeds on June 8, 2018 as Document 1789504 on Certificate 267856, Book 1528, Page 22, of 142 Haggett's Pond Road, Andover, MA 01810, with a mailing address of P.O. Box 27, Andover, MA 01810, for itself and its heirs, successors and/or assigns (hereafter referred to as the "Declarant") will construct or cause to be constructed on the Property shown on the "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, as amended, prepared by Williams & Sparages, Engineers-Planners-Surveyors, recorded at Middlesex South Registry of Deeds as Plan 429 of 2021, single-family houses as well as certain facilities for the common use and enjoyment of certain owners of record from time to time of title to the Lots depicted on the Modified Plan (hereinafter collectively "the Owners" and singularly as "Owner"), in order to create Open Space on all of Lot 10 and a portion of Lot 1.

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Now, therefore, the Grantor, for itself and its heirs, successors and/or assigns, declare herein certain rights and restrictions on ALL OF Lot 10, and a portion of Lot 1, as follows:

1. The Property will be constructed, maintained and operated subject to the terms and provisions of the Permits and Approvals granted by the City of Melrose Planning Board as such approval may be amended from time to time.
2. Open Space Lots are designated as Lot 10 and THAT portion of Lot 1, DESIGNATED "PROPOSED OPEN SPACE EASEMENT AREA = 18,851 SF and shall remain undeveloped conservation land.
3. The Declarant does hereby establish and create for the benefit of the Trust and the LOT Owners and does give, grant, and convey to each such Trust and Owners the following non-exclusive easements, rights, obligations and privileges relative to the Open Space Lots shown on the Modified Plan, subject to the obligations of each of the Owners to pay a proportionate share of the cost of the maintenance, repairs, real estate taxes and insurance, if any, as hereinafter set forth:
   (a) the right and easement to use and sole obligation to maintain the Open Space Lots, in common with the other Owners of the Lots, for passive recreational uses, no buildings or structures shall be constructed thereon, the Open Space Lots will remain in their natural state with no cutting or vegetation, trees or plant life allowed, other than that as depicted on the Modified Plan, approved by that which is prudent using current forestry

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techniques, and subject to the obligations and together with the benefits of the provisions of the Homeowner's Association which shall control, operate and maintain the Open Space Lots and any Rules and Regulations promulgated by the Homeowner's Association, or their successors and assigns, and in compliance with any and all applicable wetlands regulations including any Order of Conditions issued by the City of Melrose Conservation Commission.

4. The Open Space Lots are subject to the Plan and the Permits and Approvals as issued by the City of Melrose Planning Board, as such Plan, Permits, and/or Approvals may be modified or amended.

5. Each Owner shall be further subject to the following:

(a) Expenses for the maintenance, repair and improvement relative to the Open Space Lots and ways shall be charged to the Owners and shall be assessed and collected by the Homeowner's Association in accordance with the terms and provisions set forth in the Homeowner's Association.

(b) Each Owner of a Lot shall be personally liable for all sums assessed as his or her share of such expenses.

(c) An Owner's share of such expenses shall constitute a lien upon his or her Lot. Such lien shall have priority over all other liens, except municipal lenience and first mortgages of record, subject to the terms and provisions of the Homeowner's Association.

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(d) A Certificate from the Declarant or Homeowners Association indicating that such common expenses have been fully paid shall discharge such lien upon recording in the Middlesex South Registry of Deeds.

6. Provisions of this Declaration of Easements, Covenants and Restrictions may be abrogated, modified, restated, rescinded or amended as aforesaid in whole or in part only by the Declarant, or by declaration in writing, executed and acknowledged by all Owners and first mortgagee's duly recorded with Middlesex South Registry of Deeds with the written assent of the Declarant and the City of Melrose Planning Board, and this Declaration may not otherwise be abrogated, restated, modified, rescinded or amended in whole or in part.

7. No Declarant shall ever be personally liable for any default or obligation under any covenant or agreement hereunder.

SIGNATURE PAGE FOLLOWS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXECUTED under seal this 13th day of JUNE, 2022.

0 SWAINS POND AVENUE
REALTY TRUST,
By: (duly authorized)

Laura L. Szekely, Trustee

LAURA SZEKELY, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX)

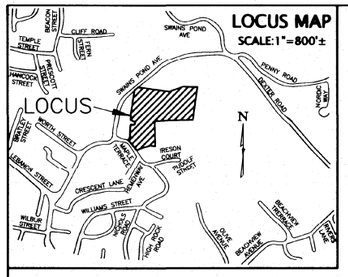
On this 13TH day of JUNE, 2022, before me, the undersigned notary public, personally appeared LAURA SZEKELY as TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, as Grantor, proved to me through satisfactory evidence of identification, which was *a Mass. Driver's License*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose. in her capacity as Trustee of 0 Swains Pond Avenue Realty Trust, and that she has the authority to sign in that capacity.

ROBIN L. ALLEN
MY COMMISSION EXPIRES
JUNE 24, 2027
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Robin L. Allen

Notary Public Seal:
My Commission Expires: 6/24/2027

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)



N

SWANS POND AVENUE (40' WIDE PUBLIC)

LOT 1 32,893 S.F.
LOT 2 15,689 S.F.
LOT 3 17,715 S.F.
LOT 4 18,387 S.F.
LOT 5 16,437 S.F.
LOT 6 20,794 S.F.
LOT 7 23,632 S.F.
LOT 8 19,822 S.F.
LOT 9 28,257 S.F.
LOT 10 90,573 S.F. (LAND TO BE CONVEYED TO THE CITY OF MELROSE)
LOT A 40,689 S.F.
LOT B 4,969 S.F.

EASEMENT AREA=2,610 S.F.

PROPOSED OPEN SPACE EASEMENT AREA=18,851 S.F.

PATRICK'S PLACE

HILLSIDE PARK (40' WIDE PRIVATE)

MAPLE TERRACE (PRIVATE - VARIABLE WIDTH)

WAY AS SHOWN ON LC PLAN 3986B SHEET 1 OF 2

LC PLAN 3986B

N/F CITY OF MELROSE ASSESSOR'S G4-0-7

N/F CITY OF MELROSE ASSESSOR'S G4-0-5

N/F CITY OF MELROSE ASSESSOR'S G3-0-43

N/F CITY OF MELROSE ASSESSOR'S G3-0-39

N/F CITY OF MELROSE ASSESSOR'S G3-0-37

N/F CITY OF MELROSE ASSESSOR'S G1-0-38

N/F JEI MING YANG ASSESSOR'S G3-0-3

N/F WAYLON BROWN & SADIE RICHARDS ASSESSOR'S G3-04-5

N/F MYSTIC AVENUE REALTY TRUST ASSESSOR'S G3-0-6

N/F DEBORAH TURNER ASSESSOR'S G3-07-8

N/F MEIGAN CAMPBELL ASSESSOR'S G3-0-10

N/F MICHAEL CALLAHAN ASSESSOR'S G3-0-9

N/F WASSAF K. FAROOQI ASSESSOR'S G3-0-11A

N/F FREDERICK CEFALO & JULIA CEFALO ASSESSOR'S G3-0-11B

N/F RODRIGO REBELLO ASSESSOR'S G3-0-11C

N/F CARLY ROSE ASSESSOR'S G3-0-13

N/F BEVERLY MARCHANT ASSESSOR'S G3-0-14

N/F JOHN & DIANE WADDELL ASSESSOR'S G3-0-35

N/F BARBARA DUFRESNE ASSESSOR'S G3-0-33

N/F DAVID HAYES ASSESSOR'S G3-0-32

EXISTING HOUSE
EXISTING BUILDING
PROPOSED DRAIN EASEMENT
PROPOSED 25' WIDE TEMP. SLOPE EASEMENT
PROPOSED SIGHT DISTANCE EASEMENT

DH (FD) DRILL HOLE FOUND
DH (R) DRILL HOLE RECORD
SBDH (FD) STONE BOUND DRILL HOLE FOUND
CBDH (FD) CONCRETE BOUND DRILL HOLE FOUND
CBDH (R) CONCRETE BOUND DRILL HOLE RECORD
IP (R) IRON PIPE RECORD
RR SPK (FD) RAILROAD SPIKE FOUND

I CERTIFY THAT I HAVE CONFORMED WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS IN PREPARING THIS PLAN.

WILLIAMS & SPARAGES LLC

CLERKS CERTIFICATION ON THE PLAN

DATE: September 23, 2020

I, Amy Kamosa CLERK OF THE CITY OF MELROSE, DO HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND THAT NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

CITY CLERK

MELROSE PLANNING BOARD

DATE: June 8, 2020

Ellen Callin, City Engineer

LEGEND OF ABBREVIATIONS

DH – DRILL HOLE
SBDH – STONE BOUND DRILL HOLE
CBDH – CONCRETE BOUND DRILL HOLE
IP – IRON PIPE
RR SPK – RAILROAD SPIKE
(R) – RECORD
(FD) – FOUND
N.T.S. – NOT TO SCALE

ZONE: SR–A

MINIMUM LOT AREA: 15,000 S.F.
MINIMUM LOT FRONTAGE: 100 FEET
MINIMUM LOT WIDTH: 100 FEET
MINIMUM LOT DEPTH: 90 FEET
MAXIMUM COVERAGE: 35%
MINIMUM OPEN SPACE: 50%
MAXIMUM BUILDING HEIGHT: 35 FEET

MINIMUM FRONT YARD: 25 FEET
MINIMUM SIDE YARD: 15 FEET
MINIMUM REAR YARD: 40 FEET

PLAN SET INDEX

SHEET 1: MODIFIED DEFINITIVE PLAN
SHEET 2–3: MODIFIED DEFINITIVE PLAN & PROFILE
SHEET 4–5: MODIFIED DEFINITIVE TOPOGRAPHIC PLANS
SHEET 6–7: MODIFIED DEFINITIVE TOPOGRAPHIC DETAILS
SHEET 8–12: MODIFIED CONSTRUCTION DETAILS
SHEET 13: PLANTING PLAN

LIST OF WAIVERS REQUESTED

1. SECTION V.A.1.f WHICH REQUIRES CENTER LINE RADII OF CURVED STREETS NOT TO BE LESS THAN ONE HUNDRED (100) FEET, AND IN PLACE THEREOF, PERMIT CENTER LINE RADIII OF NINETY (90) FEET AND NINETY FIVE (95) FEET ALONG PORTIONS OF PATRICK'S PLACE.
2. SECTION V.A.1.g WHICH REQUIRES THAT NO STREET INTERSECTS ANY OTHER STREET AT LESS THAN SIXTY (60) DEGREES, AND IN PLACE THEREOF, PERMIT AN INTERSECTION ANGLE AS SHOWN ON PLAN BETWEEN PATRICK'S PLACE AND MAPLE TERRACE.
3. SECTION V.A.1.h WHICH REQUIRES THAT STREET LINES AT INTERSECTIONS BE CUT BACK AND CONNECTED WITH A RADIUS OF NOT LESS THAN TWENTY (20) FEET, AND IN PLACE THEREOF, PERMIT A RADIUS OF 10.81 FEET AT THE INTERSECTION OF PATRICK'S PLACE AND MAPLE TERRACE.
4. SECTION V.A.2.a WHICH REQUIRES THE MINIMUM WIDTH OF STREET RIGHT–OF–WAY TO BE FIFTY (50) FEET, AND IN PLACE THEREOF, PERMIT A RIGHT–OF–WAY WIDTH OF FORTY (40) FEET FOR PATRICK'S PLACE AND A PORTION OF HILLSIDE PARK AS SHOWN ON PLAN.
5. SECTION V.A.3.a WHICH REQUIRES THAT GRADES OF NON–PRINCIPAL STREETS BE NO GREATER THAN TEN (10) PERCENT AND THAT WHERE THE GRADE OF A STREET EXCEEDS SIX (6) PERCENT AT AN INTERSECTION, ESPECIALLY WITH A PRINCIPAL STREET, THE SUBDIVIDER SHALL REDUCE THE GRADE FOR A REASONABLE DISTANCE FROM SUCH INTERSECTION, AND IN PLACE THEREOF, PERMIT A GRADE OF TWELVE (12) PERCENT FOR PORTIONS OF PATRICK'S PLACE AND FOURTEEN AND A HALF (14.5) PERCENT FOR HILLSIDE PARK AS SHOWN ON PLAN.
6. SECTION V.A.4.a WHICH REQUIRES CUL–DE–SAC STREETS NOT TO EXCEED 500 FEET IN LENGTH, AND IN PLACE THEREOF, PERMIT A LENGTH OF 651.84 FEET TO THE CENTER OF THE CUL DE SAC.
7. SECTION VI.B.3 WHICH REQUIRES A MINIMUM WIDTH OF ROADWAYS BETWEEN CURB LINES OF 32 FEET, AND IN PLACE THEREOF, PERMIT A WIDTH OF 24 FEET FOR PATRICK'S PLACE AND HILLSIDE PARK AS SHOWN ON PLAN.
8. A WAIVER FROM THE REQUIREMENT TO CONSTRUCT SIDEWALKS ON BOTH SIDES OF THE NEW SUBDIVISION ROADWAY. SIDEWALKS WILL BE CONSTRUCTED ON THE WESTERLY SIDE OF PATRICK'S PLACE.

■ – DENOTES A GRANITE STONE BOUND WITH A DRILL HOLE TO BE SET.

JOHN J. O'ROURKE III No. 49904 REGISTERED LAND SURVEYOR (7-23-2020)

NO.	REVISION	DATE
4	PEER REVIEW & PLANNING BOARD COMMENTS	7/23/2020
3	PLAN SET INDEX	5/13/2020
2	NO CHANGES TO THIS SHEET	3/11/2020
1	ADDED CONSTRUCTION DETAILS & REVISED STORMWATER	2/20/2020

MODIFIED DEFINITIVE PLAN
HILLSIDE PARK
MELROSE, MA

OWNER & APPLICANT:
0 SWAINS POND AVENUE
REALTY TRUST
142 HAGGETT'S POND ROAD
ANDOVER, MA 01810

PROJECT LOCUS:
0 SWAINS POND AVENUE
MELROSE, MA 02176
ASSESSORS ID:
PARCEL 1: G3–0–36
PARCEL 2: G3–0–36A

WILLIAMS & SPARAGES
ENGINEERS | PLANNERS | SURVEYORS
189 NORTH MAIN STREET
SUITE 101
MIDDLETON, MA 01949
PHONE: (978) 539–8088
FAX: (978) 539–8200
WSENGINEERS.COM

0' 20' 40' 80'
SCALE: 1"=40'
DECEMBER 4, 2019

PLAN SHEET 1 OF 1
SHEET 1 OF 13

P:\MELR-0003 (Hillside Park)\Drawings\Dwfs\Mod_M4.dwg, D, jwhite

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

RECEIVED
By Melrose City Clerk at 11:42 am, Jun 19, 2020

CITY OF MELROSE

PLANNING BOARD

ANNE DESOUZA-WARD
Chairwoman

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

DECISION OF THE MELROSE PLANNING BOARD
June 8, 2020

Modified Definitive Subdivision Plan for Swains Pond Avenue, Melrose, MA

Plans dated December 4, 2019 and revised February 20, 2020, March 11, 2020, May 13, 2020 and May 27, 2020

Prepared by Williams & Sparages

Application of 0 Swains Pond Avenue Realty Trust

PROCEDURAL HISTORY

On December 30, 2019, 0 Swains Pond Avenue Realty Trust submitted a Modified Definitive Subdivision Plan pursuant to Massachusetts General Laws, Chapter 41, Section 81T and 81W, in order to modify the previously approved subdivision on Swains Pond Avenue. The original Definitive Subdivision Plan for the property was approved by the Planning Board on October 26, 1998, and endorsed on January 25, 1999. The original subdivision (referred to as the "Colucci Estates Subdivision") was also for nine single-family house lots but the Applicant has proposed to modify the lot lines and roadway design that were previously approved.

The subject property is 7.6 acres and is located off of Swains Pond Avenue and accessed via Maple Terrace and Hillside Park. The property is located within the SR-A District where single-family homes predominate and the minimum lot size is 15,000 square feet. In the immediate vicinity of the subject property are primarily single-family homes and City-owned conservation land. The Ripley School is approximately a half-mile from the site.

Though the Definitive Plan for the Colucci Estates Subdivision was approved in 1998, abutters on Maple Terrace legally challenged aspects of the Plan and the project was held up in Land Court until 2017. At dispute was whether the Colucci Estates property owner had claim over the entire segment of Maple Terrace that cuts through their property or if they only had claim up to the center line of the street. As a part of the settlement order, the Land Court found that the property owner had claims to that entire portion of Maple Terrace but the abutters were entitled to easements that allow them to pass and repass over the street in front of their homes. Those easements have been recorded at the Middlesex South Registry of Deeds.

After the Land Court matters were concluded in 2017, the property was purchased by the current Applicant and he appeared before the Planning Board with a new subdivision proposal, this time

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for one with six lots. The Planning Board accepted the Preliminary Subdivision Plan at their meeting on December 18, 2017. On February 14, 2018, the Applicant withdrew the Preliminary Plan from consideration. A process to permit a dense multifamily development in accordance with MGL Chapter 40B was then initiated, which the City vehemently opposed. After nine months of meetings and correspondence between the City, the Applicant and the affordable housing financing agency MassHousing, MassHousing issued a Project Eligibility Letter to the Applicant on September 20, 2019, which enables them to construct 36 townhouse-style homeownership units on the property. The Applicant later decided to abandon the 40B proposal if they were able to successfully permit a modification of the nine-lot Colucci Estates Subdivision originally approved by the Planning Board.

The original project did not receive Site Plan Approval, an Affordable Housing Incentive Program Special Permit, or a Slope Protection Special Permit since those regulations were not yet in place when the Planning Board approved the project in 1998. The City Solicitor has accepted the Applicant's position that the eight-year zoning freeze commenced at the time that the legal matter was settled in 2017 and that the zoning in place during 1998 should be applied. Therefore, this subdivision modification does not require a Slope Protection Special Permit, an Affordable Housing Incentive Program Special Permit, or Site Plan Approval. In addition, no relief from the Zoning Board of Appeals is required as all nine lots conform to the dimensional regulations of the SR-A District.

PUBLIC HEARING

The Planning Board held public hearings on the Modified Definitive Subdivision Plan on January 27, 2020, when it was opened, May 4, 2020, May 18, 2020, and June 8, 2020, when it was closed. The first public hearing took place in the Cassidy Conference Room, 2nd Floor, City Hall, 562 Main Street while the other three meetings took place remotely through a video conference platform due to the COVID-19 pandemic. All minutes from the public hearing and meetings related to this Application and all documents and comments from the Department Heads, and the public are part of the record and are incorporated herein by reference.

Many abutters and others who attended the public hearings expressed considerable concern about this project, chief being the impact to the environment and potential damage to their homes from the excessive blasting. Concerns were exacerbated by the COVID-19 pandemic because abutters fear they will be home all day listening to the blasting and construction activity. There was also frustration regarding the inability to have in-person public hearings. While they were disappointed with the disruption to the ecosystem and construction impacts, abutters generally felt that the nine-lot subdivision would be preferable to the 36-unit 40B project. The Applicant communicated extensively with all the direct abutters and identified ways to improve the development and provide concessions to make the project more palatable for them.

The Planning Board asked many questions of the Applicant and his team and the documents and plans underwent many changes through the course of the review. Issues around blasting in particular were discussed at great length and the Applicant provided additional information regarding the blasting. A representative from Rock Splitters, the company that will be hired to

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perform the blasting, said that his company has a niche in blasting near existing structures. With the house on the ledge they would work with the relief lines to mitigate disturbance and vibrations behind the blasted area.

The blasting contractor will inspect houses within 500 feet of the blast area while wearing full personal protective gear. Regulations require abutters within 200 feet be notified for pre-blast surveys but the Applicant has offered to pay for additional surveys at his expense. Neighbors will be notified by email or phone to schedule a convenient time. The pre-blast inspectors will be at each house for one to two hours depending on the conditions and about half of that time will be spent outside. Crack monitors will be utilized if needed. There are no registered wells within this area but any wells on abutting properties will be documented during the pre-blast inspection. Should any damage occur as a result of the blasting, affected homeowners will be covered by the blasting company's insurance. All homes in the new development will have radon detection systems in the event that radon is released from the blasting.

The Stormwater Management Plans were also reviewed extensively. The Applicant agreed to pay for a third party review of the Stormwater Plans and the impacts on the wetlands. These items were reviewed extensively by the Engineering Division as well. The plans underwent many changes as a result of these reviews and numerous conditions are included in this Decision which will ensure that drainage impacts are minimized. The Project was also subject to approval by the Conservation Commission for certain waivers of wetlands standards. The Conservation Commission approved the waivers and will issue an Order of Conditions to which this project will have to comply. All of the reports, plans and correspondence pertaining to stormwater review and wetlands protection are part of the record in this case.

There was considerable discussion about the work proposed for the Maple Terrace right-of-way and some concern that work would encroach on private property. The Applicant's engineer explained that all of the work will be within the right-of-way which is 24 feet wide at its narrowest point. He submitted the originating documents that show the width, which are old recorded plans from Land Court and they all mark the width as variable. They surveyed four of the surrounding properties based on their deeds to determine the property lines and are confident that the roadway with sidewalk will not encroach on private property. The proposed widening is consistent with the original subdivision plan approved by the Planning Board and it will allow for a four-foot-wide sidewalk, which will connect with the sidewalk proposed for the new subdivision road and the existing sidewalk on Swains Pond Road. The existing right-of-way is between 16 and 18 feet and the roadway is in very poor condition.

Direct abutters to this portion of Maple Terrace were generally supportive of the road widening and improvements and appreciated the mitigation measures that the Applicant offered to alleviate concerns. Among other concessions, the Applicant agreed to install granite curbing throughout the development including along Maple Terrace where it transitions to Swains Pond Ave; a bituminous curb treatment has originally been planned at that location. All mitigation measures and concessions discussed with abutters and documented by the Applicant to the Planning staff are part of the record in this case and will be implemented by the Applicant.

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The Board also carefully considered the plan to modify the intersection of Swains Pond Avenue and Maple Terrace to ensure that it will provide adequate safety. The plan involves extending the sidewalk, striping a stop bar and adding a crosswalk at the end of Maple Terrace. There will be two stop signs added onto the final plans, including one on Maple Terrace at the intersection with Swains Pond Avenue and one on Maple Terrace at the junction with Patrick's Place. The Engineering Division supports the Applicant's plans and concurs that the changes should enhance safety and slow vehicular speeds. A condition is included in this Decision that requires the Applicant to evaluate the effectiveness of the roadway changes at the intersection after installation of the binder course on the new subdivision roadway. Should any issues arise, the City may require the Applicant to install a raised crosswalk at this intersection or make other modifications to improve safety.

The Planning Board felt strongly that pedestrian access to and from Hillside Park and Maple Terrace be maintained throughout the project and asked for a stated commitment that this will be the case. The Applicant confirmed his commitment to provide safe pedestrian and vehicular access to the existing homes on Hillside Park and Maple Terrace throughout construction. The development includes a plan showing details of the temporary access road which will be made out of gravel. This plan was considered satisfactory to the Board.

There were numerous additional revisions made to the plans to address feedback from the Board and concerns from participants in the public hearing. The surface detention area planned for the corner of Maple Terrace and Patrick's Place was redesigned as an underground retention area; additional catch basins were added on Maple Terrace to alleviate concern about water runoff; safety fencing was added to the top of the ledge cut on the border of lot 9 and the adjoining lots and giant arborvitae were added to the plan between the fence and the ledge cut to screen the view; a stockade fence was added to screen lots 1 and 2 and the existing homes on Swains Pond Ave and large trees were added along the lot line of lot 1; 18 street trees were included along Patrick's Place, the proposed homes on lots 2 & 3 were shifted toward the subdivision roadway and away from the existing homes on Swains Pond Ave and the Applicant described how the various retaining walls would be constructed with sensitivity to existing conditions and required ledge cuts and confirmed that rip rap walls will not be constructed.

There was discussion about the Home Owners Association (HOA) and how maintenance is expected to be performed, specifically for the stormwater management system. According to the Applicant, the HOA will commit two times the yearly maintenance cost into an operating fund and homeowners will be personally liable for damages. The City will have the right to perform maintenance at the HOA's expense if they are not performing it. Regular maintenance will be particularly important due to concerns about flooding in the neighborhood. Similarly, regular maintenance of the open space on Lot 1 will be required to provide the needed sight distance on Patrick's Place. These maintenance requirements are conditions of this Decision.

The Planning Board probed into the number of truckloads of stone that will be removed to give the neighbors a sense of the level of activity. The Applicant's engineer estimates that the quantity of rock blasted will be roughly 65,000 cubic yards. Some of the rock will be used for fill and some for retaining walls so not all of this rock will be removed from the site. It is estimated that

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approximately 1,100 -1,200 truckloads will be removed over the course of the six-month duration anticipated for the blasting work. The Applicant also clarified that stone will not be crushed onsite.

There was considerable discussion around construction sequencing, construction oversight, hours of construction, and communication to abutters during construction. Construction will generally occur between the hours of 7AM and 3PM on Monday through Friday and not start before 8AM on Saturdays. No construction will be allowed on Sundays or holidays. The clerk of the works hired by the Applicant to oversee construction of the roadway and installation of the utilities will be subject to the approval of the City Engineer. Communication with the abutters will take place on a regular basis and the Applicant will personally make himself available to abutters by providing his cell phone and email for direct communication. Police details will be hired by the Applicant as needed to maintain safe conditions. A pre-construction meeting will occur prior to any activity related to this development with all of the relevant city officials to review these procedures, among others, and all of these items are conditions of this Decision.

WAIVERS

According to *The Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts*, the Planning Board may waive its rules when "such action is in the public interest and is not inconsistent with the Subdivision Control Law." The Modified Definitive Plan for Swains Pond Avenue required eight waivers from the Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts, including:

1. A waiver from the minimum allowable centerline radii of 100 feet to allow the proposed centerline radii of 90 feet and 95 feet along portions of Patricks' Place.

2. A waiver from the minimum allowable intersection angle of 60 degrees to allow the proposed intersection angle of 58 degrees between Patrick's Place and Maple Terrace.

3. A waiver from the requirement that street lines at intersections be cut back and connected with a radius of not less than 20 feet to allow the proposed side line radius at the intersection of Patrick's Place and Maple Terrace of 10.81 feet.

4. A waiver from the minimum allowable width of street right-of-way of 50 feet to allow the proposed width of 40 feet for Patrick's Place and the improved portion of Hillside Park.

5. A waiver from the maximum allowable roadway grade of 10% to allow the proposed roadway grades of 12% for Patrick's Place and 14.5% for the improved portion of Hillside Park.

6. A waiver from the maximum dead end length of 500 feet to allow the proposed roadway length of 651.84 feet for Patrick's Place.

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7. A waiver from the minimum width of roadways between curblines of 32 feet to allow the proposed width of 24 feet between curblines for Patrick's Place and the improved portion of Hillside Park.

8. A waiver from the requirement to construct sidewalks on both sides of the new subdivision roadway. Sidewalks will be constructed on the westerly side of Patrick's Place.

Several of these waivers are consistent with those granted by the Planning Board for the Colucci Estate Subdivision Plan. Others are new and will improve the layout and reduce the amount of blasting required to build the subdivision.

FINDINGS

The Planning Board found that the modifications made to the Definitive Plan for Swains Pond Avenue would result in an improvement over the previously approved Colucci Plan in terms of the subdivision design and impact to the land. Further, the nine-lot subdivision is vastly preferred over the 36-unit 40B proposal approved by MassHousing. By reviewing the project through the Modified Definitive Subdivision Plan process, the Planning Board is able to provide input into what ultimately happens on this site. If this site was instead the subject of a 40B proposal, it would only go before the Zoning Board of Appeals as a part of the Comprehensive Permit process.

The Planning Board noted that the nine lot subdivision was previously approved by the Board and that the conditions related to that approval are still valid. The major change from the original Definitive Plan to the Modified Definitive Plan involves moving Patrick's Place approximately 60 feet to the west. The road in the Colucci Estates plan would have crossed the wetland at an elevation approximately 10 feet lower than the wetland itself, which would have created a waterfall effect. Now, the crossing will happen at a lower section of the wetland and the road will be located about 10 feet higher than the wetland, causing less of a disturbance and allowing the crossing to comply with regulatory standards. Moving the roadway will also decrease the proposed grade for the improved portions of Hillside Park, allowing for a more gradual approach to the existing roadway, which is quite steep, and allow for a more uniform and consistent neighborhood within the subdivision. All nine house lots will be off the new road and have a similar appearance. The subdivision from 1998 would have included one house accessed directly from Swains Pond Avenue and built into the side of a cliff.

Other changes include the reduction in the width of the right-of-way from 50 feet to 40 feet and the extension of the length of the road from approximately 582 to 652 feet. All physical aspects of the road in terms of pavement, curbing, and sidewalks are identical to those in the Colucci Estates Subdivision. The road will continue to have a 12% grade, which is not ideal but is consistent with the Colucci Plan and done to minimize blasting. A four-foot wide sidewalk will be built along one side of the roadway. The Applicant will pay into the City's sidewalk fund for unbuilt portion of the sidewalk. A narrower right-of-way will improve the uniformity of the neighborhood, minimize blasting and land alteration and decrease the amount of impervious

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surface area associated with the road. To help realize the benefits of moving the roadway and reducing the right-of-way, the Applicant proposes to decrease the center line turning radius in the cul-de-sac from 100 to 90 and 95 feet. The lot lines for the nine lots were also altered slightly to better work with the site's terrain and avoid unnecessary blasting. The result is lot sizes that are generally the same size as those in the Colucci Estates Subdivision.

The modified subdivision still includes a substantial contribution of land as open space. On the Colucci Plan, three lots totaling 66,723 square feet were to be conveyed to the city. The modified plan identifies lot 10 to be conveyed to the City for conservation purposes, which totals 90,573 square feet. The Applicant shall also place an open space and sight distance easement on lot 1 which will represent an additional 18,850 square feet. This mechanism is being used because the open space on lot 1 will provide necessary sight lines for the new road. It will be planted with a natural wildflower mix and maintained by the lot 1 homeowner. Lot 10, which will be conveyed to the City as conservation land for protection in perpetuity, will include an easement for maintenance of the stormwater management system. In total there is 109,423 square feet of land being deeded for open space protection which represents a 64% increase from what was outlined the Colucci Estates Plan.

The Planning Board found that granting the eight waivers to support the Modified Definitive Plan is consistent with *The Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts*, is in the public interest, and is consistent with the Subdivision Control Law. The reduced centerline radius is sufficient to accommodate large public safety vehicles and solid waste removal trucks while minimizing the amount of impervious surfaces. The intersection angle at Patrick's Place and Maple Terrace is only two degrees less than the required minimum angle of 60 degrees. At 10.81 feet, the proposed side line radius at the intersection of Patrick's Place and Maple Terrace is three feet shorter than the 13.81-foot radius that the Planning Board initially approved for the Colucci Estates Subdivision. The reduction in the width of the roadway from 50 to 40 feet is consistent with other subdivision roads approved by the Planning Board and it helps reduce impervious surface area. The roadway grade of 12% for Patrick's Place is unchanged from the approved Colucci Estates Subdivision and the proposed grade for Hillside Park has been reduced from 15.5% to 14.5%. The length of the dead end road is 70 feet longer than the roadway in the Colucci Estates Subdivision, but the Board found that the length of the road would have little impact on the surrounding neighborhood and the greater length helps enable the improved wetland crossing. The width between curblines of 24 feet is consistent with other subdivision roads approved by the Planning Board. Finally, while the Applicant will only be providing sidewalks on one side of Patrick's Place, he will make a payment into the City's sidewalk fund and is also constructing a new sidewalk on Maple Terrace.

Based upon the aforementioned, and in consideration of the input received at the public hearing, the Planning Board voted to approve the Modified Definitive Subdivision Plan with the waivers cited above and subject to the following conditions:

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CONDITIONS

<table>
<tr><th>#</th><th>Condition</th><th>Timeframe for Compliance</th><th>Verification Department (Initial)</th><th>Completed (Date)</th></tr>
<tr><td>1</td><td colspan="4">Approval is for a Modified Definitive Subdivision Plan under the Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts. All new construction and changes to the site shall be consistent with the information delineated on the plans dated December 4, 2019 and revised through May 27, 2020. Any deviation from the final approved plans and materials submitted as part of the application must be approved by the Planning Board in advance of construction, except as otherwise noted herein. This approval is based upon the following application materials and the plans submitted by the Applicant:
<table>
<tr><th>Date / (Stamp Date)</th><th>Submission</th></tr>
<tr><td>(1/6/20)</td><td>Initial Application submitted to the City Clerk’s Office</td></tr>
<tr><td>(1/16/20)</td><td>Narrative Describing Plan Changes</td></tr>
<tr><td>1/16/20 / (1/16/20)</td><td>Memo from Attorney James P. Mitchell</td></tr>
<tr><td>1/27/20 / (5/8/20)</td><td>Color Site Plans</td></tr>
<tr><td>1/27/20 / (5/15/20)</td><td>Open Space Planting Rendering</td></tr>
<tr><td>2/17/20 / (5/4/20)</td><td>Sections with 87 Swains Pond Avenue</td></tr>
<tr><td>3/11/20 / (4/28/20)</td><td>Revised Stormwater Report</td></tr>
<tr><td>3/11/20 / (5/8/20)</td><td>Work Zone Map</td></tr>
<tr><td>3/27/20 / (4/28/20)</td><td>Response to DPW Review, Response to Peer Review</td></tr>
<tr><td>4/23/20 / (4/28/20)</td><td>Site Distance Sketches</td></tr>
<tr><td>(5/1/20)</td><td>Executive Summary, Presentation for 5/4/20 Meeting</td></tr>
<tr><td>(5/8/20)</td><td>Developer’s Notes from 5/4/20 Meeting, Plan Showing Zoning Envelope</td></tr>
<tr><td>5/8/20 / (5/8/20)</td><td>Plan Showing Intersection of Swains Pond Avenue and Maple Terrace, Revised Construction Sequence</td></tr>
<tr><td>5/11/20 / (5/15/20)</td><td>Stormwater Pollution Prevention Plan</td></tr>
<tr><td>(5/12/20)</td><td>Questions from 1/27/20 Meeting</td></tr>
<tr><td>5/13/20 / (5/15/20)</td><td>Revised Modified Definitive Plans</td></tr>
<tr><td>5/14/20 / (5/15/20)</td><td>Blasting Plan, Response to Supplemental Peer Review</td></tr>
<tr><td>(5/15/20)</td><td>Retaining Wall Fence Examples, Retaining Wall Photos</td></tr>
<tr><td>(5/19/20)</td><td>Deeds and Plans for Maple Terrace</td></tr>
<tr><td>5/19/20 / (5/20/20)</td><td>Plan Showing Road Layout Widths on Maple Terrace</td></tr>
<tr><td>(5/20/20)</td><td>TOC for 5/18/20 Meeting</td></tr>
<tr><td>5/20/20 / (5/27/20)</td><td>Letter from Blasting Contractor</td></tr>
<tr><td>5/21/20 / (5/27/20)</td><td>Plan Showing Temporary Construction Road</td></tr>
<tr><td>5/26/20 / (5/27/20)</td><td>Plan Showing Blasting/Cut Depths</td></tr>
<tr><td>(5/27/20)</td><td>TOC for 6/1/20 Meeting, Questions from 5/18/20 Meeting, Stockade Fence Examples, Construction Sequence Diagram</td></tr>
<tr><td>(5/28/20)</td><td>Survey Methods</td></tr>
<tr><td>5/28/20 / (5/28/20)</td><td>Memo from Attorney James P. Mitchell</td></tr>
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2	Before endorsement of the plan, the construction of ways and installation of municipal services shall be secured by a covenant, in form and substance satisfactory to the City of Melrose, approval of which shall not be unreasonably withheld, whereby such ways and services shall be provided to serve any lot before that lot may be built upon or conveyed, as provided in General laws, Chapter 41, section 81-U, or by deposit of a satisfactory surety in form and amount acceptable to the City as provided in Chapter 41, section 81-U.	BP	OPCD	
3	The final plans presented to the Planning Board for Endorsement shall contain all of the plan elements discussed and agreed upon by the Applicant during the public hearing. Among other revisions, the final plans shall illustrate granite curbing extending the entire length of Maple Terrace to Swains Pond Road and stop signs on Maple Terrace.	Endorsement	PB	
4	The Applicant/Owner, its successors and/or assigns, shall be required to submit a schedule of values for the site and utility work so that a tripartite agreement can be developed commensurate with the estimated costs of the individual unit items.	BP	OPCD/ Engineering	
5	Prior to commencing construction, the Applicant/ Owner, its successors and/or assigns, shall be required to hold a pre-construction meeting with City officials to review procedures and conditions that must be maintained during construction.	BP	Engineering / Fire / Police / OPCD / Building Commissioner	
6	Prior to commencing construction, the Applicant/ Owner, its successors and/or assigns, shall be required to provide detailed information pertaining to the quantity of blasting and rock/earth removal, and details for blasting and rock/earth removal to be implemented prior to and during construction for review and approval.	BP	Engineering / Fire / Police / OPCD / Building Commissioner	
7	The Applicant/Owner, its successors and/or assigns, will be required to pay a one-time infiltration/inflow (I/I) fund contribution for any increase in proposed sewer flows compared to existing conditions. The current cost for this fee is $6.89 per gallon per day (gpd), calculated using Title 5 flows to determine the pre and post-construction conditions. The Applicant shall contact Scott Dixon in the Engineering Division at 781-979-4172 to initiate this review.	BP	Engineering	

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8	The Applicant/Owner, its successors and/or assigns, shall submit for Fire Department review and approval a written blasting plan including without limitation specific procedures and plans for drilling and blasting, safety, and protection, and documentation of pre-blasting conditions of bordering properties. The Plan will provide the option for abutters who are within 500 feet of the blasting locations to request a pre-blast survey at the Applicant's expense.	BP	Fire Department	
9	Construction of ways and installation of services shall be subject to the requirements of and inspection of the Department of Public Works and approved by the City Engineer. Given the extent of infrastructure work required to install this development, the Applicant/ Owner, its successors and/or assigns, is required to provide a full-time construction inspector during utility and roadway installation, to provide oversight, daily reporting, and recordkeeping to be provided to the City. The Engineering Division must approve the resume of the proposed Clerk-Of-The-Works.	BP	Engineering	
10	Street opening and utility permits will be required through the Engineering Division and can be obtained by bonded and insured contractors by contacting Rick Cantone, Staff Engineer, at 781-979-4172. The Engineering Division shall be notified at least 48 hours prior to any work in the public way or utility work. All work within or impacting the roadway must be performed in coordination with the Engineering Division and the Melrose Police Department, and any police and fire details required as part of the project are the responsibility of the Applicant.	BP	Engineering	
11	Utility permits for the individual lots shall not be granted without detailed design information for each home showing how appropriate water and sewer service connections can be accommodated.	BP	Engineering	
12	The Applicant/Owner, its successors and/or assigns, shall be required to perform confirmatory soil test pits to establish the vertical separation from the estimated season high groundwater table to the bottom of the system for the roof recharge systems.	BP	Engineering	

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13	The Applicant/Owner, its successors and/or assigns, shall conduct flow and pressure calculations to determine if individual water booster pumps will be needed for the units in the proposed development. If booster pumps are warranted, they shall be provided by the Applicant.	BP	Engineering	
14	The Applicant/Owner, its successors and/or assigns, shall submit a detailed construction plan for the culvert replacement construction work at Maple Terrace for review by the Engineering Department prior to the commencement of this construction activity, and this plan should include additional sedimentation and erosion control provisions for this work. The construction work shall be done during low flow conditions.	BP	Engineering	
15	The Applicant/Owner, its successors and/or assigns, shall submit a final Landscape Plan prepared by a Registered Landscape Architect to the Engineering Division that shows specifics of the vegetated buffers along the abutting properties. In addition, all street tress shall be located at least 10 feet from utilities and driveways. If this cannot be achieved, the maximum separation possible from utilities should be maintained. All plantings should be guaranteed for a minimum of two years.	BP	Engineering	
16	The Applicant/Owner, its successors and/or assigns, shall submit two (2) paper copies of the Definitive Plan to the City Engineer upon final approval of the project and prior to commencement of construction.	BP	Engineering	
17	Safe pedestrian and vehicular access to Maple Terrace and Hillside Park shall be required to be maintained throughout construction. The Applicant/Owner, its successors and/or assigns shall provide the City Engineer and affected abutters with regular updates on the access conditions and roadway relocations.	During Construction	Engineering	
18	Construction vehicles shall access the site using main roads whenever feasible and avoid highly residential areas. No parking of construction vehicles shall be allowed within the City's right-of-way. There shall be no idling or disruptive queuing of construction vehicles.	During Construction	Engineering	

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19	The Applicant/Owner, its successors and/or assigns, shall coordinate the schedule of trucking to the site associated with the ledge removal operation with the Police Department to determine if police details will be needed to mitigate impacts of the trucking.	During Construction	Police Department	
20	The Applicant/Owner, its successors and/or assigns, shall be required to maintain communication with City officials and abutters throughout construction	During Construction	Engineering	
21	Construction activities shall occur in accordance with the City of Melrose Noise Ordinance. The Applicant/ Owner, its successors and/or assigns, shall employ accepted dust management standards and shall limit noise impacts to the extent practical. Construction hours shall generally be limited to between 7AM and 5PM daily, except for construction activity related to blasting and rock removal which shall be limited to between 7AM and 3PM daily. No construction activity shall begin before 8AM on Saturdays. There shall be no construction activity on Sundays or Holidays.	During Construction	Building Commissioner	
22	The Applicant/Owner, its successors and/or assigns shall make every effort to ensure that rock removal vehicles and equipment shall be outfitted with Broadband Noise (White Noise) backup alarm devices or backup alarms with proximity sensors rather than the conventional audible backup alarm to reduce excessive noise.	During Construction	Engineering	
23	All construction plans and procedures shall adhere to the Building Codes of the Commonwealth and City, including but not limited to safety measures required in regard to fencing on or near deep ledge cuts.	During Construction	Building Commissioner	
24	The Applicant/Owner, its successors and/or assigns, shall provide a mock-up of a typical retaining wall on site for review and approval by the Planning Board in the field. The Applicant/Owner shall also provide an example of the sloped placed stone wall. No rip rapc shall be allowed.	During Construction	OPCD	
25	The Applicant/Owner, its successors and/or assigns, shall be responsible for solid waste removal from the property during construction. Trash and recycling curbside pickup, as well as snow removal, will be provided by the City's contractor once roadway paving is complete to the satisfaction of the Engineering Division. The City reserves the right to change this policy at any time.	During Construction	Engineering	

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26	Any required backflow prevention devices must be registered for routine inspections with the City's subcontractor, Water Safety Services Inc., in Woburn, MA. The Applicant/Owner, its successors and/or assigns, must contact Water Safety Services at 781-932-8787 to add this address to the inspection list should cross connection controls be required. All initial inspections shall be completed prior to occupancy.	CO	Engineering	
27	The Applicant/Owner, its successors and/or assigns, shall be responsible for purchase and installation of standard City street signs in consultation with the City Engineer.	CO	Engineering	
28	The existing natural features, including trees and shrubs located outside the area of construction shall be protected and remain in a natural state during construction.	CO	Engineering	
29	The Applicant/Owner, its successors and/or assigns, shall be required to complete the subdivision roadway within two (2) years of approval of the Modified Definitive Subdivision Plan.	CO	Engineering	
30	Whereas sidewalks are only shown on one side of the proposed "Patrick's Place" road, the Applicant/ Owner, its successors and/or assigns, shall be required to provide a contribution to the sidewalk fund in lieu of the second sidewalk. The sidewalk fund contribution shall be equivalent to the square footage of the sidewalk that is not being provided, times the cost at the time of project approval of installing cement concrete sidewalks under the City's applicable services contract.	CO	Engineering	
31	Telephone, electric/street lighting, CATV, and fire alarm feeds through the development shall be located underground.	CO	Engineering	
32	A Street Lighting Plan shall be submitted to the Engineering Department that depicts the final locations and design once determined by the utility provider.	CO	Engineering	

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33	The Applicant/Owner, its successors and/or assigns, shall add short service connection liners at each service connection along the portion of sewer main on Maple Terrace downstream of the proposed connection for the project in order to allow this main to remain in service and serve the proposed development. Alternatively, the Applicant may replace the main and sections of the services on Maple Terrace at their expense.	CO	Engineering	
34	The Applicant/Owner, its successors and/or assigns, shall replace the water main on Maple Terrace from Swains Pond Avenue to the new "Patrick's Place" road, beginning at the sideline of Swains Pond Avenue with a new 8-inch gate valve.	CO	Engineering	
35	Should the Applicant/Owner, its successors and/or assigns, wish to extend gas service to the new development, it shall be the Applicant's responsibility to coordinate this work with National Grid and all costs shall be borne by the Applicant or National Grid. This work would also require a grant of location from the Melrose City Council.	CO	Engineering	
36	The Applicant/Owner, its successors and/or assigns, shall at his/her expense restore sidewalks, driveway aprons, curbing, roadway, street lights, pavement markings, and all other appurtenances on Swains Pond Avenue, Maple Terrace, and Hillside Park to their pre-construction condition or better. Roadway restoration will require curb-to-curb paving of any disturbed areas, including milling and inlaying to repair those areas. All curbing shall be made of granite.	CO	Engineering	
37	Following placement of the binder course on the new subdivision road, the Engineering Division shall evaluate the effectiveness of the roadway changes at Swains Pond Avenue and Maple Terrace in terms of safety and vehicular speed. The City Engineer shall require the Applicant/Owner, its successors and/or assigns, to install a raised crosswalk at the intersection or take other measures as reasonably necessary to improve safety.	CO	Engineering	

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38	The Applicant/Owner, its successors and/or assigns, shall submit a checklist for monitoring and reporting requirements for items such as the stormwater management systems, wetland protection, landscaping, etc. during both the construction phase and the long term. The long-term checklist shall be provided to the homeowner's association to assist in their ability to follow through with the many tasks required of them once the Applicant's work is completed.	CO	Engineering	
39	The Applicant/Owner, its successors and/or assigns, is required to meet all components of the City's Stormwater Management Plan, including construction site monitoring that will take place to ensure erosion and sedimentation controls are accurate.	CO	Engineering	
40	The Applicant/Owner, its successors and/or assigns, shall submit a homeowner's association document that outlines the responsibilities of the Home Owners Association as it relates to the long-term maintenance of the stormwater management system, wetland protection, landscaping, etc. to the Engineering Division and the Office of Planning and Community Development.	CO	Engineering / OPCD	
41	The Applicant/Owner, its successors and/or assigns, shall convey the land on Lot 10 to the City of Melrose's Conservation Commission for preservation in perpetuity. The Applicant/Owner, its successors and/or assigns, shall reserve an easement over lot 10 to install and maintain an underground detention area.	CO	Conservation Commission	
42	The Applicant/Owner, its successors and/or assigns, shall submit a copy of the recorded easement and deed restriction to the Office of Planning and Community Development that designates the "Open Space Easement" and "Sight Distance Easement" just west of the intersection of Patrick's Place and Hillside on Lot 1 as undevelopable open space in perpetuity.	CO	OPCD	

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43	The Applicant/Owner, its successors and/or assigns, shall submit final as-built plans to the Building Commissioner, the Engineering Division, and OPCD when construction of the project is completed. These plans must show all utilities, both above and below ground, including sizes, materials, and slopes, along with roadway grades, locations of structures, curb cuts, sidewalks, landscaping, etc. The Applicant shall resubmit revised plans pursuant to any comments provided by the Engineering Division. Final occupancy will not be issued without approved as-built plans.	CO	Engineering / Building Commissioner / OPCD	
44	The Home Owners Association shall be responsible for all maintenance requirements for each of the elements of the stormwater management system, with the exception of the individual roof drain systems, which are the responsibility of the individual homeowner. The requirement for maintenance must be incorporated into any homeowners' agreement.	Perpetual	Engineering	
45	The Home Owners Association shall be required to submit documentation to the City Engineer showing that the required long-term maintenance is being performed pursuant to the required schedules. Furthermore, the City shall have the right to enter and maintain all stormwater systems if adequate maintenance of the systems is not being performed, with costs assumed by the Home Owners Association. Similarly, the City shall have the right to enter and maintain the "sight distance easement" on Lot 1 if adequate maintenance is not being performed by the homeowner, with costs assumed by the Home Owners Association.	Perpetual	Engineering	

RECORD OF VOTE

The following members of the Planning Board voted to approve the Modified Definitive Plan for Swains Pond Avenue with the requested waivers from the *Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts*, subject to the above-stated terms and conditions:

Michael Cassavoy	Carla Morelli	Gregory Sampson
Anne DeSouza-Ward	Sharon Petrillo	Jack Welch
Paul King	John Sadowski	

No members of the Planning Board voted against the Modified Definitive Plan for Swains Pond Avenue. Robert Mercado abstained from the vote.

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FOR THE MELROSE PLANNING BOARD

Greg Sampson ELS

Gregory Sampson, Clerk

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

WILLIAM I.
THOMPSON IV

January 19, 2023

Lily Martin
Communications and Community Outreach
City of Melrose, Office of Mayor Brodeur
562 Main Street
Melrose, Massachusetts 02176

Dear Lily,

Thank you for the call on Wednesday regarding the appointment as a member of the Board of Registrars of Voters. I would like to confirm my interest in accepting this role.

Sincerely,

William I. Thompson, IV

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

642 Franklin Street Melrose Massachusetts 02176 [redacted] [redacted]

WILLIAM I. THOMPSON IV

Sales & Marketing, Leadership



I have spent the past 30 years representing growth organizations in diverse roles including sales & marketing, accounting & finance, and strategic alliances & program development. My background consists of commercial representation for IBM Maximo Asset Management, HxGN Enterprise Asset Management (EAM), and other condition monitoring facilities intelligence software applications, services, and platforms.

I have been successful selling, marketing, and establishing long-standing business relationships by aligning with strategic partners to help fuel my company's growth.

My track record is represented by profitability and success. I am an independent thinker who surrounds himself with a strong, efficient, and effective network. I work diligently to instill a confidence in the organization and work to support that with daily execution as my core work ethic and principle.

I am interested in the Board of Registrars of Voters appointment as an opportunity to continue my interest in the civic process. I am a long-time volunteer for Melrose Little League, Babe Ruth, Melrose Youth Soccer, the City of Melrose Recreation, and Junior Achievement. I currently serve on the Board of Directors for Melrose Little League as acting treasurer. I have four sons active in youth sports and activities in Melrose and take great pride in our fantastic community.

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STRENGTHS

Experience & Leadership
Marketing
Strategic Alliances
Sales
Business Development

SKILLS

Communications
Customer Engagement
Go-To-Market Strategy
Marketing Program Development
Sales Enablement
Team Collaboration

CONTACT

PHONE:
[redacted]

EMAIL:
[redacted]

EDUCATION

University of Massachusetts at Lowell
Manning School of Business – MBA Program
Completed Coursework 2021-22

Cornell University
Johnson Graduate School of Management – Graduate Level Certificate
Marketing Strategy – 2016

Harvard University
Extension School – Graduate Level Certificate
Special Studies in Administration & Management – 2004

Westfield State University
BS – Business Administration with concentration in Accounting – 1992

WORK EXPERIENCE

Newcomb Hollow Marketing Solutions – Managing Director
August 2022 – Current

- Enterprise Asset Management Sales & Marketing Strategy Consultant
- Website Analysis & Recommendation Reporting
- Disruptive Marketing Plans for Stagnant Industries

Datamura Solutions – Vice President, Sales & Marketing
April 2021 – August 2022

- Established sales and marketing function for innovation company.
- Created website and social media content.
- Developed sales pipeline and reporting structure.
- Led lead generation strategy and tactical execution.
- Published a facilities and engineering use case study with AstraZeneca.
- Presented facilities intelligence topic at international pharmaceutical technical-operations event.

JFC & Associates – Director, Sales & Marketing
February 2020 – March 2021

- Established sales and marketing function for consultancy business.
- Executed Business Development, Sales, Marketing, and Strategic Alliance function for EAM (Enterprise Asset Management) & IBM Maximo Asset Management software and solutions.
- Completed Zoho CRM design and deployment.
- Doubled LinkedIn professional followers.
- Tripled website traffic.
- Facilitated the Northeast Maximo User Group Meeting 2x annum.
- Nominated and received 2020 Internet of Things Platform Solutions award from reliabilityweb.com.

GenesisSolutions – Global Director, Asset Performance Optimization
July 2007 – January 2020

- Contributed and led sales and marketing efforts for global EAM Systems & Technology consulting practice.
- Created revenue stream for novel integrated CMMS & Asset Reliability service and delivery.

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- Doubled company revenue in first five years through the creation and deployment of an integrated marketing communications program.
- Facilitated Global EAM Seminar and Pharmaceutical EAM Symposium schedule and program.
- Nominated and received 2017 Solutions award for Asset Criticality Ranking Tool from Uptime Magazine.

Work Technology Corporation – Eastern North America Sales Manager
August 2000 – July 2007

- Led IBM Maximo software, planning and scheduling, data validation, and service sales in Eastern United States, Canada, and the Caribbean.
- Helped increase customer base 1.5x and closed major energy sector and US National Laboratory accounts.
- Presented at annual Caribbean Maximo User Group meetings.
- Co-facilitated as Team Lead for Facilities Management Maximo User Group meetings.

Project Software & Development, Inc. (PSDI) – Accounting & Strategic Alliances Positions
August 1992 – August 2000

- Started career as Accounting Clerk
- Gained required experience as US Air Force Accounting & Finance college co-op through Westfield State College's program with Holyoke Community College.
- Promoted to Staff, Senior, and Supervisory Accountant positions.
- Managed rapid growth, expansion, acquisitions, and a successful IPO and secondary offering.
- Transitioned into a Strategic Alliances representative role, managing the Maximo Connect Partner Program.
- Functioned as Partner & Sponsor Manager for Maximo World Conferences 1996-2000, grew sponsorships and partner exhibition revenue year-over-year in same time frame.
- Awarded PSDI PRIDE Award 1999 for Outstanding Achievement.
- Selected to lead inaugural PSDI Events Committee to help maintain small company culture during rapid growth phase.
- Served as liaison between PSDI Executive Team and EAM Industry Analyst Community 1996-2000.

PERSONAL

Married to Anne with 4 sons (Liam, Jack, Benjamin & James)
Active in City Youth Sports and Leadership Ages K-High School
Jimmy Fund Dana-Farber Cancer Institute Summer Baseball Program Lead

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Board of Registrars of Voters
Date: January 24, 2023

I respectfully request the Honorable City Council confirm the appointment of registered Republican William I. Thompson, IV of 73 Beacon Street, to the Melrose Board of Registrars of Voters for a one-year term, said term to fill the appointment of Cynthia Silveria, who has resigned from the Board and whose term would expire on the last day of March 2024.

Mr. Thompson is a long-time volunteer for Melrose Little League, Babe Ruth, Melrose Youth Soccer, the City's Recreation Department, and Junior Achievement. Mr. Thompson has spent the past 30 years of his professional career in diverse roles including sales & marketing, accounting & finance, and strategic alliances & program development.

Mr. Thompson is eager to continue his service to Melrose by serving on the Board of Registrars of Voters and to continue his interest in the civic process.

Thank you for your consideration.

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Commission on Disability Reappointments
Date: January 24, 20223

I respectfully request the Honorable City Council confirm the reappointments of the following Melrose Commission on Disability members:

- David Hoff, 46 Warwick Road, for a three-year term, said term to expire on the last day of February 2026.
- Garin Boyd, 12 Mt. Vernon St., Unit 31, for a three-year term; said term to expire on the last day of February 2026.

Under the leadership of Chair David Hoff and the membership Garin Boyd, the Commission on Disability, in partnership with the Mayor's Office, has played a pivotal role in moving forward the City's ongoing efforts to assess the current level of ADA compliance in City programs, services, activities, and City-owned facilities by initiating, and receiving grant funding for, our City's ADA Self-Assessment that has been completed by the Institute of Human Centered Design.

I look forward to their continued work in this area, as well as helping drive forward the City's slogan, "One Community, Open to All," through their collaboration with other community organizations such as Follow Your Art Studios, the Racial Justice Community Coalition, and Friends of METCO Melrose, to name a few.

Thank you for your consideration.

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David Hoff
46 Warwick Road
Melrose, MA 02176

January 3, 2023

Mayor Paul Brodeur
Melrose City Hall
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur:

I am writing to request reappointment for another 3-year term to the City of Melrose Disability Commission.

As an original member of the commission since 2020, I have played an integral role in the establishment and ongoing evolution of the commission. Since becoming chair in May 2021, I have worked to ensure that the commission functions in an effective manner operationally, while fulfilling its mission for Melrose to be a community that is fully accessible and welcoming to people with disabilities. Since the commission was established, we have worked to be responsive to city officials and departments in terms of disability issues, while also serving as a forum for city residents to raise issues and concerns. I am extremely proud to have led the development of the grant application to the Massachusetts Office on Disability to fund the accessibility Self-Evaluation and Transition Plan, which will serve as a long-term blueprint for the city to ensure an accessible and welcoming environment for people with disabilities. In addition to the completion and release of this plan, over the next year, the commission's priorities include continuing to increase its public presence and connections in the community, and working on an education program for community organizations on promoting access for people with disabilities.

My work on the commission is complemented by my professional role as an advocate for disability rights and inclusion, as a staff person at the Institute for Community Inclusion at UMass Boston. The knowledge and expertise from my 30+ years as a professional in the disability field, will continue to be a major asset in my role on the commission.

Attached is a professional CV with additional details on my background.

It would be an honor to continue to serve on this commission. Please let me know if you need any additional information.

Sincerely,

David Hoff

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Name: **David P. Hoff, M.S.W.**

Title: Program Director
Institute for Community Inclusion
University of Massachusetts,
Boston, MA

Education

Degree	Institution Conferring	Year
B.S.	Cornell University (Business)	1981
M.S.W.	Rutgers University (Social Work)	1994

Professional Employment

Organization	Nature	Years
Our House, Inc. Berkeley Heights, NJ	• Employment Specialist • Project Manager	1991-1993 1993-1995
Institute for Community Inclusion Boston Children's Hospital & University of Massachusetts Boston	• Training Associate • Lead Training Associate • Project Coordinator	1995-1999 1999-2001 2001-2003
Metro North Workforce Board Cambridge, MA	• Associate Director	2003-2006
Institute for Community Inclusion University of Massachusetts Boston	• Senior TA Specialist • Program Director	2006-2011 2011-present

Representative Training/Consulting

Where	Nature	Years
Division of Vocational Rehabilitation State of Colorado	Online Training: a) *Career Counseling for Youth w/Intellectual Disabilities*; b) *Technology & Students w/Intellectual Disabilities*	2021
Division of Vocational Rehabilitation **Division for the Blind & Visually Impaired** State of Vermont	Technical assistance on creating youth apprenticeships	Ongoing
Division of Developmental Disabilities State of Missouri	Program Director - training & technical assistance project for employment service providers	2018 - present
Community Transportation Association Washington, DC	TA staff for national project on inclusive transportation planning	2017 - present
WA State Transition Conference Tacoma WA	Conference keynote: *Maintaining Employment Focus for Transition*	2019

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Professional Affiliations

National APSE, Rockville, MD
- Board Member – 2008 to 2016
- Board President – 2012 to 2014
- Co-Chair – Public Policy Committee – 2009 to Present

Massachusetts APSE, Boston, MA
- Board Member – 2011 to present
- Board President – 2015 to present

New England Business Associates (Community Rehabilitation Provider), Springfield, MA
- Board Member – 2002 to present
- Board President – 2008 to present

Imagine Enterprises (Service Provider, Technical Assistance Agency), Houston, TX
- Board Member – 2007 to present

Representative Publications

Hoff, D., Stoehr, M., Roy, S., DeYoung, A. (2021). Work-Based Learning for Students with High Support Needs: Themes, Strategies, and Policy Recommendations. Boston, MA: Institute for Community Inclusion

Hoff, D. (2020). Using Technology to Provide Quality Services Remotely. Boston, MA: Institute for Community Inclusion

Hoff, D. (2015). Ensuring Excellence in Community-Based Day Supports: A Guide for Service Providers and Staff. Boston, MA: Institute for Community Inclusion

Hoff, D. (2014). WIA is now WIOA: What the New Bill Means for People with Disabilities. Boston, MA: Institute for Community Inclusion

Hoff, D. (2013). Disability, Unemployment & Poverty. Communities & Banking: Fall 2013, Vol. 24, No. 4, pp. 16-18.

Hoff, D., Smith, F. (2011). Job Seekers with Disabilities at One-Stop Career Centers: An Examination of Registration for Wagner-Peyser Employment Services. Boston, MA: Institute for Community Inclusion

Kiernan, W., Hoff, D., Freeze, S., Mank, D. (2010). Senate Testimony Regarding the Reauthorization of the Workforce Investment Act (WIA) of 1998. Journal of Vocational Rehabilitation: Vol. 32, No. 1, pp. 1-14.

Kiernan, W., Hoff, D. (2011). Employment First: A Beginning Not an End. Intellectual and Developmental Disabilities: August 2011, Vol. 49, No. 4, pp. 300-304.

Hoff, D., Gandolfo, C., Gold, M., Jordan, M. (2000). Demystifying Job Development. St. Augustine, FL: Training Resource Network, Inc.

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Commission on Disability Reappointments
Date: January 24, 20223

I respectfully request the Honorable City Council confirm the reappointments of the following Melrose Commission on Disability members:

- David Hoff, 46 Warwick Road, for a three-year term, said term to expire on the last day of February 2026.
- Garin Boyd, 12 Mt. Vernon St., Unit 31, for a three-year term; said term to expire on the last day of February 2026.

Under the leadership of Chair David Hoff and the membership Garin Boyd, the Commission on Disability, in partnership with the Mayor's Office, has played a pivotal role in moving forward the City's ongoing efforts to assess the current level of ADA compliance in City programs, services, activities, and City-owned facilities by initiating, and receiving grant funding for, our City's ADA Self-Assessment that has been completed by the Institute of Human Centered Design.

I look forward to their continued work in this area, as well as helping drive forward the City's slogan, "One Community, Open to All," through their collaboration with other community organizations such as Follow Your Art Studios, the Racial Justice Community Coalition, and Friends of METCO Melrose, to name a few.

Thank you for your consideration.

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Mayor Paul Brodeur
Melrose City Hall
Melrose, MA 02176

Dear Mayor Brodeur:

Happy New Year! I hope this letter finds you well. I am submitting this letter of interest to ask for reinstatement onto to the Melrose Commission on Disability for a new term beginning February 2023.

During my first term, I have been very proud to have served on the Melrose Commission on Disability. I am emboldened by the work that has been done through this Commission. I feel like heading into 2023 that the Melrose Commission on Disability is situated in a strong place to continue its service to the community. I feel as though our meetings are productive, inclusive and mindfully managed by both our chair David Hoff and all the commissioners that attend. I am very excited that we received grant funding for our city's ADA assessment. After reading the report and providing feedback: it is evident that we have a lot of work yet to do. This report is a major step towards creating inclusive space and I am proud to be a part of what I believe to be an overwhelmingly positive move for Melrose.

I am still very committed to working for social justice in many previous positions I have held within the city of Melrose as well as surrounding areas. I continue to work actively with the Melrose Human Rights Commission on the Martin Luther King Jr. Day of Service. I am also a member of the steering committee for the Friends of METCO Melrose. I have recently started attending in-person meetings with the Racial Justice Community Coalition and I have been involved with EPIC (Engaging Parents in Conversation).

In the year ahead, I am working on getting a collaborative effort together the Melrose Commission on Disability and Follow Your Art Community Studios around storytelling. Follow Your Art has had a few very successful story-telling events in Melrose and they have been very successful. I have spoken to Kris Rodolico and we are hoping to get an event, focused on the stories of people with disabilities, together this summer. The pandemic has made it very difficult for us to reach out to the larger disability community with many people having concerns about getting sick. It is my hope that we can better identify members of our community with disabilities with a community event.

Thank you once again for consideration. I look forward to continuing to serve Melrose.

Sincerely,
Garin Boyd

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Library Board of Trustees Reappointment
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the reappointment of Peter Bowman, 24 Arlington Road, to the City of Melrose Library Board of Trustees for a three-year term, said term to expire the last day of February 2026. Mr. Bowman was recently appointed to the Library Board of Trustees in November 2022, as he replaced the appointment of Edward Waystack, who has resigned from the Board.

Melrose Public Library Director Linda Gardener supports my recommendation to reappoint Mr. Bowman, who as you know has previously served our City on the Melrose Traffic Commission, the Board of Chamber of Commerce, the Capital Improvement Plan Committee, and the Master Plan Committee. His experience will no doubt further the mission of the Board of Trustees, which sets policy for the library; administers funds appropriated by the City and such bequests as designated; approves the library's strategic plan; and advocates for the library in the community.

Thank you for your consideration.

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Peter T. Bowman
24 Arlington Road
Melrose, Massachusetts

Dear Mayor Paul Brodeur,

I am writing to express my continued interest in serving on the Melrose Library Board of Trustees and being appointed to serve a full term. As we discussed last year when you asked me to serve out the term of a retiring Trustee, I think this is an exciting opportunity to serve the city and I feel my experience both professionally and being part of the community for many years will help me add value to the Board. I have had the opportunity to attend my first Board of Trustee meeting and work with Linda Gardener and my fellow Trustees while learning about the role and the exciting things currently occurring at the library as well as the new building.

As I communicated to you in previously and as you know, I have served on the Master Plan Committee, Traffic Commission, Board of the Chamber of Commerce and recently on the CIP committee and I think continuing in this new role will allow me to give back to the city. As we emerge from the pandemic libraries play a critical role in the community for all residents and I look forward to being involved with this effort. I will continue to be an active member of the Board providing guidance and support to the library staff and my fellow Trustees.

I want to thank you and the City Council for my consideration. If you need any additional information please don’t hesitate to contact me. I look forward to the next steps in the process.

Sincerely,

Peter T. Bowman

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Cemetery Commission Reappointment
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the reappointment of Daniel O'Neill, 340 Main St., #703, to the Cemetery Commission for a three-year term; said term to expire on the last day of February 2026.

During Mr. O'Neill's most recent term, the Commission has embarked on several projects to improve the services provided by the Melrose Wyoming Cemetery, including the digitization of cemetery records. I am eager to see Mr. O'Neill's service on the Commission continue, ensuring the projects continue without interruption.

Thank you for your consideration.

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January 24, 2023

Dear Mayor Brodeur,

I have requested reappointment to the Wyoming Cemetery Commission for the following reasons.

There are currently several capital improvement projects underway namely:

1. Digitization of the cemetery records.
2. The paving of roads surrounding the new Vesper Avenue gravesite section.
3. Future gravesite expansions.

I would like to be given the opportunity to see these projects come to fruition.

Respectfully submitted,

Daniel O'Neill

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Soldiers & Sailors Memorial Building Trustees
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the reappointment of Soldiers & Sailors Memorial Building Trustee Michael Margolis, 22 Stowecroft Road, to a three-year term; said term to expire on the last day of February 2026.

Now more than ever, as the historic building recently entered a stage of preservation, Mr. Margolis has proven his dedication to preserving and honoring the Soldiers and Sailor's Memorial Building. I'm grateful for the stewardship of Mr. Margolis' and our other Soldiers and Sailors Memorial Building Trustees as Memorial Hall's exterior receives the repairs and maintenance it needs to be restored for future generations to come.

Thank you for your consideration.

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Lily Wall
Communications & Community Outreach Coordinator
Office of Mayor Brodeur
Melrose City Hall
562 Main Street
Melrose, MA, 02176

3/23/2022

Dear Lily and Mayor Brodeur,

It has been an honor to serve as a trustee of the Sailors and Soldiers Memorial Building (Memorial Hall) for approximately 15 years now. Memorial Hall is a special place that helps bring our community together in so many ways. Over the years I have been fortunate to perform there with Polymnia Chorus and with Blue of A Kind Acapella group. I've been there for MSO performances, inaugurations, recitals and any number of other functions. Memorial Hall has always been a favorite place for me and I was greatly honored when former Mayor Rob Dolan asked me to join the board.

Memorial Hall has a special significance to me since it is a memorial, built to honor those who served and lost their lives in defense of our country. I am a veteran of the U.S. Army and served in Vietnam with many who never came home to continue serving the country we love. I've been blessed to do so. As trustee, I've always tried to make decisions that enhance and support the efforts of the building manager and staff to help create a welcoming space for all who attend events at Memorial Hall. I would hope to be re-appointed for another term as a Trustee to continue these efforts.

Lily asked me for a resume. I do not maintain one. I worked in the insurance industry for over forty years as an underwriter and agent. I was fortunate to maintain those positions and when I moved from the underwriting to agency side, I went with people who knew me and didn't need to see a resume. I retired in 2017 for not quite a year. Then, I started working part time for a former client. I continue working 15-20 hours a week for this company.

I hope this is sufficient information for you to contemplate my reappointment and look forward to hearing back from you at your convenience. Thank you for your consideration.

Sincerely,

Mike

Michael D. Margolis

22 Stowecroft Road

Melrose, MA 02176

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DEPARTMENT OF PUBLIC WORKS
Administration & Engineering–Water–Sewer–Facilities
Park & Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

From: Elena Proakis Ellis, P.E., Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
Kathryn Armata, Treasurer Collector
Shannon Phillips, City Solicitor
James Troup, Assistant DPW Director – Administration & Finance

Date: January 13, 2023

Re: Authorization to Borrow MWRA LWSAP Funds for Water System Improvements

The Department of Public Works requests the Authorization to borrow funds to continue water distribution system improvements. Construction of said improvements would begin in the spring of 2023 and continue throughout the 2023 construction season. Projects proposed include the replacement and upgrade of over 1,600 linear feet of water infrastructure at the following locations:

1. Nowell Road
2. Henry Avenue
3. Trenton Street
4. Reading Hill Ave (to be bid as an add alternate and contingent on available funds)

REQUEST FOR AUTHORIZATION OF BOND (WATER)
The Department of Public Works respectfully requests that the City Council authorize the City Treasurer, with approval from the Mayor, to issue bonds or notes of the City to the aggregate principal amount of **Six Hundred Eighty Eight Thousand Dollars ($688,000)** under the Water Enterprise System through MWRA LWSAP bonds for FY2023. In general, the borrowing will fund design, engineering and construction of programs that will continue to address water system improvement projects aimed at addressing leak history, fire flow capacity and water quality in the above-mentioned corridors and other areas throughout the system as required. This is a zero percent (0%) interest loan with a ten (10) year pay-back period commencing in FY 2024 (FY24).

The financial model shows that the Tier 1 water rates may be impacted by approximately $0.07 per 100 cubic feet for FY24. However, in FY25, other loans are rolling off so that impact will become a net positive.

The funds borrowed pursuant to this Order will be deposited into Fund 6150.

The MWRA's Local Water System Assistance Program provides interest-free loans to member water communities for local water system improvement projects. Loan funds have been approved for distribution

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from fiscal year 2011 through fiscal year 2022. MWRA's goal in providing financial assistance to member communities is to improve local water systems to help maintain high quality water as it passes from MWRA's facilities through local pipelines to customers' taps. As of September 2022, Melrose has $688,000 in eligible funding available to borrow within the parameters of this program. It is requesting the authorization to borrow said amount.

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CITY OF MELROSE Office of Treasurer-Collector

Kathryn J Armata
Treasurer-Collector

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Treasurer - (781) 979-4162
Collector - (781) 979-4120
Fax - (781) 665-6877

MEMORANDUM

To: Melrose City Council
Mayor Brodeur

From: Kathryn Armata

Date: January 13, 2023

Re: **Loan Order – Water Main bond**

ORDERED: That the City appropriates $688,000 to pay costs of water main improvements, including designing and constructing water main improvements that will address leaks, fire flow capacity and water quality in the Norwell Road, Henry Avenue, Trenton Street and Reading Hill Avenue corridors and throughout the City's water system, including all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount pursuant to Chapter 44, Section 8(5) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Treasurer, with the approval of the Mayor, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the "MWRA") and, in connection therewith, to enter into a loan agreement and/or financial assistance agreement with the MWRA and otherwise to contract with the MWRA with respect to such loan; and that the Mayor is authorized to take any other action necessary to carry out this project.

Pursuant to Section 56-14 of the City Ordinances, attached is a projection of the principal and interest costs on the bonds proposed to be authorized by the following loan order under consideration by the City Council. The payment schedule attached assumes a 10-year borrowing term, an interest rate assumption of 0% over the life of the borrowing, and a level debt service payment schedule. The debt service on these bonds will be paid from the Water Enterprise Fund. The borrowing may potentially impact water rates in the first year of repayment by seven cents or less than 1%, depending on other factors in the calculation. In the second year of repayment, higher levels of maturing debt will more than offset the issuance of the bond.

FINANCIAL IMPACT: See attached

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MWRA Water Main Bonds

0% interest

$ 688,000.00

Debt Schedule

	Principal	Interest
3/1/2024	$ 68,800.00	0
3/1/2025	$ 68,800.00	0
3/1/2026	$ 68,800.00	0
3/1/2027	$ 68,800.00	0
3/1/2028	$ 68,800.00	0
3/1/2029	$ 68,800.00	0
3/1/2030	$ 68,800.00	0
3/1/2031	$ 68,800.00	0
3/1/2032	$ 68,800.00	0
3/1/2033	$ 68,800.00	0
	$ 688,000.00	$ -

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Business Name	Location	Owner / Emergency Contact		Expiration
Comella's LLC d/b/a Comella's	476A Main Street Street	Matthew Comella		12/31/2023
Santa Fe Burrito Grill Melrose	411-417 Main Street	Hector Angel		12/31/2023
Starbuck's Coffee Company # 7258	521 Main Street	Starbuck's Corporation	attn. manager	12/31/2023

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Business Name	Location of Garage	Owner
RJM Motors Sales and Service	448 Franklin St	Ronald Wu

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Expiration	ID
December 31, 2022	2008-082A

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CITY OF MELROSE **Human Resources Department**

City Hall, 562 Main Street
Melrose, Massachusetts 02176
(P) 781-979-4145

Polina Latta
Director
platta@cityofmelrose.org

MEMORANDUM

To: Melrose City Council
From: Polina Latta, Director of Human Resources and Labor Relations;
James Troup, Deputy Director Administration & Finance
Re: Workplace Safety and Education Grant Program
Date: January 3, 2023

Through the Human Resources Office and Department of Public Works, the City of Melrose has recently been awarded the Workplace Safety and Education Grant through the Executive Office of Labor and Workforce Development, administered by the Department of Industrial Accidents, Office of Safety. This grant is awarded in the amount of $8,200.00 and issued under the provisions of Massachusetts General Law, Chapter 23E, Section 3. Reimbursement will be distributed after all contractual documents are signed by all parties involved. All training programs must be completed on or before June 30, 2023. **There is no match required for this grant.**

The Workforce Safety and Education Grant Program is intended to promote safe and healthy working conditions in the workplace through education and preventative measures. Through careful consideration, we have identified and been approved for two training topics**:**

1. **OSHA10 Training:** This training is intended to provide important OSHA 10 training to individuals who have not yet received this certificate.
2. **Defensive Driving:** This training is intended to educate DPW employees who have access to City Vehicles on best practices of operating City Vehicles and reviews defensive actions drivers can take to reduce the risk of an accident.

In our application, we stressed the importance of safety training for our DPW employees due to the high-risk factor of many of our employee's job responsibilities. While training is offered throughout the year, the goal is to reinforce best practices and provide resources for a safer working environment. This will result in healthier employees that may better serve the City, as well as potentially reduce Worker's Compensation expenditures and other costs associated with workplace accidents.

We look forward to offer comprehensive training to DPW employees, mitigating possible workplace hazards, and enforcing proper care in their everyday work environment. We respectfully ask Council to accept this $8,200.00 grant award.

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Office of the Governor
Commonwealth of Massachusetts
State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

December 7, 2022

Chief Edward Collina
City of Melrose
576 Main Street
Melrose, MA 02176

Dear Chief Collina,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the City of Melrose $19,000.00 in State Fiscal Year 2023 funding for the Firefighter Safety Equipment Grant Program.

Through great challenges in recent years, the fire service in Massachusetts has maintained the level of dependability and excellence that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

The contract, terms and conditions, and other award documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov.

Sincerely,

Governor Charles D. Baker

Lt. Governor Karyn E. Polito

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 552 Main St, Melrose, MA, 02176		Business Mailing Address: P.O. Box 1025, Stow MA 01775	
Contract Manager: Chief Edward J. Collina	Phone: 781-979-4404	Billing Address (if different):	
E-Mail: Ecollina@cityofmelrose.org	Fax: 781-662-2304	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192116		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (AD001) (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-2023FFEGRANT00000000 RFR/Procurement or Other ID Number: BD-81549	

_x_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- __ **Statewide Contract** (OSD or an OSD-designated Department)
- __ **Collective Purchase** (Attach OSD approval, scope, budget)
- _x_ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- __ **Emergency Contract** (Attach justification for emergency, scope, budget)
- __ **Contract Employee** (Attach Employment Status Form, scope, budget)
- __ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.

Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: **(Check one option only. Attach details of amendment changes.)**

- __ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
- __ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- __ **Contract Employee** (Attach any updates to scope or budget)
- __ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): _x_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended) **$19,000.00**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _x_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY23 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' FY23 Firefighter Equipment Grant, in accordance with the FY23 Grant Application, and attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_x_ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

__ 2. may be incurred as of _____, 20___, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

__ 3. were incurred as of _____, 20___, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Edward J Collina. Date: 12/9/22
(Signature and Date Must Be Captured At Time of Signature)

Print Name: Edward J. Collina

Print Title: Chief of Department

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. Date: _____.
(Signature and Date Must Be Captured At Time of Signature)

Print Name: David Clemons

Print Title: Director of Operations

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From: Moore, Timothy (DFS)
To: DFS-TM - Grants, OPS (DFS)
Subject: FY23 Firefighter Safety Equipment Grant Contract
Date: Thursday, December 29, 2022 11:40:06 AM
Attachments: image002.png
image001.png

Hi Everyone,

This message is to inform you that your FY23 Firefighter Safety Equipment Grant contract documents have been received and countersigned by DFS. You may begin placing equipment orders today. Due to the large volume of contracts being processed right now, it may be sometime next week before you receive an email containing a copy of your contract and a formal notice to proceed, but for those of you who wish to place orders before January 1st due to impending price increases, we wanted to let you know that you may go ahead and do that now.

Please let me know if you have any questions. Thanks.

Tim Moore
Fire Standard Compliant Cigarette Program Coordinator
Department of Fire Services
P.O. Box 1025 | Stow, MA 01775
Desk: 978-567-3721
Timothy.Moore@mass.gov | www.mass.gov/dfs

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Issued May 2004

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: City of Melrose
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192116

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	City Mayor
Edward Collins	Chief of Dept. - Fire

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: 12/05/2022

Title: Mayor

Telephone: 781-979-4442

Fax: 781-662-2182

Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Sensitivity level - low

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FIRE DEPARTMENT
CITY OF MELROSE

OFFICE OF THE CHIEF

Edward J. Collina
Chief of Department

Fire Headquarters, 576 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4404
Fax - (781) 662-2304

To: City of Melrose – City Council
From: Chief Edward J. Collina
Date: January 4, 2023
RE: FY23 Firefighter Safety Equipment Grant

The City of Melrose Fire Department has been awarded $19,000 in funding from the Executive Office of Public Safety & Security Department of Fire Services.

These funds will be used to purchase Self-Contained Breathing Apparatus (SCBA) equipment for the purpose of safety and equipment improvements within the Fire Department, such as air packs, cylinders, and face pieces.

SCBA are used to protect members against oxygen deficiency, gases, irritants, chemicals, and carcinogens, just to name a few, as there are over 200 known chemicals found in smoke on a fireground. This equipment is essential for allowing fire fighters to operate in hostile fireground environments.

The Fire Department's current SCBA equipment is aged-out and no longer covered by warranty. In order to stay in compliance with the National Fire Protection Association (NFPA), it is imperative that we purchase and replace the current aged-out equipment to keep our department members safe.

Respectfully,

Edward J. Collina
Chief of Dept.

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Department of Fire Services and the City of Melrose
FY23 Firefighter Equipment Grant Agreement Scope of Work and Budget

Authorization: This grant is awarded by the Executive Office of Public Safety through the Department of Fire Services' FY23 Firefighter Safety Equipment Grant program for the purchase of firefighter safety equipment in accordance with the Acts of 2020 chapter 151 2D, the Department of Fire Services Earmark and Grants policy and procedures, and CMR 815, 2.00 State Grant Regulations.

Grant Project Description: Purchase of firefighter safety equipment as listed in the budget section of this Scope of Work.

Grant Manager: The MA Department of Fire Services and the grantee will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the grantee to ensure successful completion of the grant, will consult with the grantee to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The grantee's grant manager will serve as the interface between the MA Department of Fire Services and all grantee personnel participating in this program, will maintain the Scope of Work and Budget in consultation with the MA Department of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The grantee's grant manager is Finance Administrator Rachel Jacobsmeyer who can be reached at: 576 Main Street Melrose, MA 02176, tel 781-979-4404, email: rjacobsmeyer@cityofmelrose.org. The MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant. The funds may not be used for construction and all applicable local and state procurement requirements must be adhered to in the use of the grant funds. The grant funds must be used to purchase the following approved firefighter safety equipment.

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Grant Award:

Department	*Description of allowable Equipment*
City of Melrose	Individual SCBA Facepiece SCBA Bottle Self-Contained Breathing Apparatus (SCBA)
Total Award	$19,000.00

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Period of Performance: **Approved expenditures may not be made until a contract has been executed between DFS and the grant recipient.** Expenses incurred prior to execution of a contract **will not** be eligible for reimbursement through this program.

Grant recipients must take delivery of equipment no later than June 30, 2023. Equipment delivered to the recipient after that date **will not** be eligible for reimbursement through this program unless approval for an extension has been already been granted in writing by the DFS grant manager.

Reimbursement requests must be submitted no later than July 28, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Grant Extensions: Grant recipients may request a single performance period extension if extenuating circumstances beyond the control of the recipient (backordered equipment, supply chain disruptions, vendor errors, etc.) will prevent equipment from being delivered on or before June 30, 2023. Extensions for these purposes must be submitted to DFS by email no later than June 1, 2023. Approval of extension requests is at the sole discretion of DFS.

Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with

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any portion of the terms of the FY23 Firefighter Safety Equipment Application, the executed Standard Contract Form, and the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a "material" change in the contract. "Material" changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form.* Contract amendments may not be done retroactively and must be done prior to the grant end date.

Records Management: The grantee shall maintain records in accordance with 815 CMR 2.08. This regulation includes but is not limited to "… maintain records, books, files and other data as specified in a contract and in such detail as shall properly substantiate claims for payment under a contract, for a minimum retention period of seven years beginning on the first day after the final payment under a contract, or such longer period as is necessary for the resolution, of any litigation, claim, negotiation, audit or other inquiry involving a contract…"

Approved by:

Edward J. Collins

City of Melrose

Edward J. Collins - Chief of Department

Print Name and Title

12/9/2022

Date

Approved by:

Department of Fire Services

David Clemons, Director of Operations

Print Name and Title

Date

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Ghobrial, Andrew

From: Fleischman, Margot
Sent: Monday, December 5, 2022 3:57 PM
To: City Council
Cc: *Mayor Brodeur; Dello Russo, Patrick
Subject: Materials for December 8 A&O meeting
Attachments: ARPA Update to City Council December 2022.pdf; ARPA Update Slides December 8, 2022.pdf; Finance Report to the City Council Slides December 8 2022.pdf; FY22 Free Cash update.pdf; 10 year General Fund Debt Plan.pdf; ARPA Approvals by Dept to date 10.18.22.pdf

Good afternoon Councilors,
Please find attached the following presentation materials and memos provided in advance of the A&O meeting this Thursday, December 8:

- **INFO-2023-10:** Request for American Rescue Plan Act (ARPA) funding update
  - **ARPA Update memo and slide presentation; ARPA approvals spreadsheet**
- **INFO-2023-11:** Update on the Status of the City of Melrose's Finances
  - **Finance Report slide presentation and 10-year General Fund Debt Plan**
- **INFO-2023-12:** An Update on the Status and Usage of Free Cash in the City of Melrose
  - **Free Cash update memo**

As always, should you have any questions, please do not hesitate to reach out.
Best,
Margot

Margot Fleischman
(She/Her/Hers)
Chief of Staff
& Director of Strategic Initiatives and Communications
Office of Mayor Paul Brodeur
Melrose City Hall
562 Main St
Melrose, MA 02176
(781) 979-4440

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on use of American Rescue Plan (ARPA) funds
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a further update on the use of Melrose's ARPA funds, including funds that have been spent or committed for specific projects. As you know, the City of Melrose has received total of $8,374,174 in federal ARPA grant dollars. All ARPA grant funds must be spent or encumbered by December 31, 2024.

Approved ARPA projects

Since the last update to the Council, the following ARPA projects have been approved by the Mayor and CFO Patrick Dello Russo. Together with projects previously approved, this represents $7.3 million investments in COVID-19 response, critical infrastructure, and organizational capacity.

• Schools Asbestos Abatement	$90,000
• Community Conversations Initiative	$25,000
• COVID-19 Sanitization-Custodial	$65,000
• COVID-19 Disinfection (Schools)	$128,000
• Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	$40,000
• HVAC Study and Implementation of A/C addition at MVMMS	$1,050,000
• Tremont Fire House Update	$151,205
• ARPA - Administration	$4,500
• Addressing Food Insecurity	$75,000
• Small Business/Non-Profits/Cultural Sector Support	$150,000
• Police Department Vehicles	$256,000
• Fire Department Vehicles	$120,000
• Replacement Vehicle to Deliver Services (DPW)	$23,000
• School Department Closing FY22 Budget	$774,697
• Address COVID-19 Backlog of IT Infrastructure and Cybersecurity Projects	$26,000

A complete list of all ARPA project approvals is attached to this memo and is also available on the City of Melrose webpage at: **www.cityofmelrose.org/mayor/pages/ARPA**

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Budgetary Adjustments

As part of our regular tracking of ARPA project expenditures, Assistant Auditor Kerri Golden and I have periodically reviewed approved projects and, in consultation with the relevant department heads, have made budgetary adjustments as appropriate.

In cases where the amount originally budgeted exceeded what was necessary, those excess funds have been released back to available ARPA funds to be used for another project subject to the Mayor's review and approval. All budget adjustments have been reflected in the budget documents provided to the Council and posted on the City of Melrose website. The following projects have been adjusted since our last update to the Council:

	Original	Revised
• Social Services Coordinator	$213,847	$200,330
• Economic Recovery Director	$417,000	290,000
• At-Home COVID tests	$30,000	$1,824

ARPA expenditures to-date

As of November 30, 2022, the City has expended $3,189,685 of our ARPA allocation and has encumbered a further $392,804.

Temporary moratorium on new ARPA allocations

Given the current financial uncertainty, including the potential impact of rising inflationary pressure on both labor and material costs, as well as the School Department structural deficit, the Mayor has chosen to reserve the remaining $1.05 million in order to provide for maximum flexibility in the year ahead. However, it remains a high priority for the City to spend or allocate all ARPA funds by the December 2024 deadline.

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ARPA Update

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

ARPA Basics

- Federal grant to the City in the amount of $8,374,174 – based primarily on population.
- All funds must be spent or encumbered by December 31, 2024.
- Administered by the Mayor in consultation with CFO and staff taskforce.
- Advised by consultants from the accounting firm of Clifton Larson Allen, LLP.
- Audited as part of the City's annual single audit and subject to future federal audit.

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Members of the Mayor's ARPA Staff Taskforce

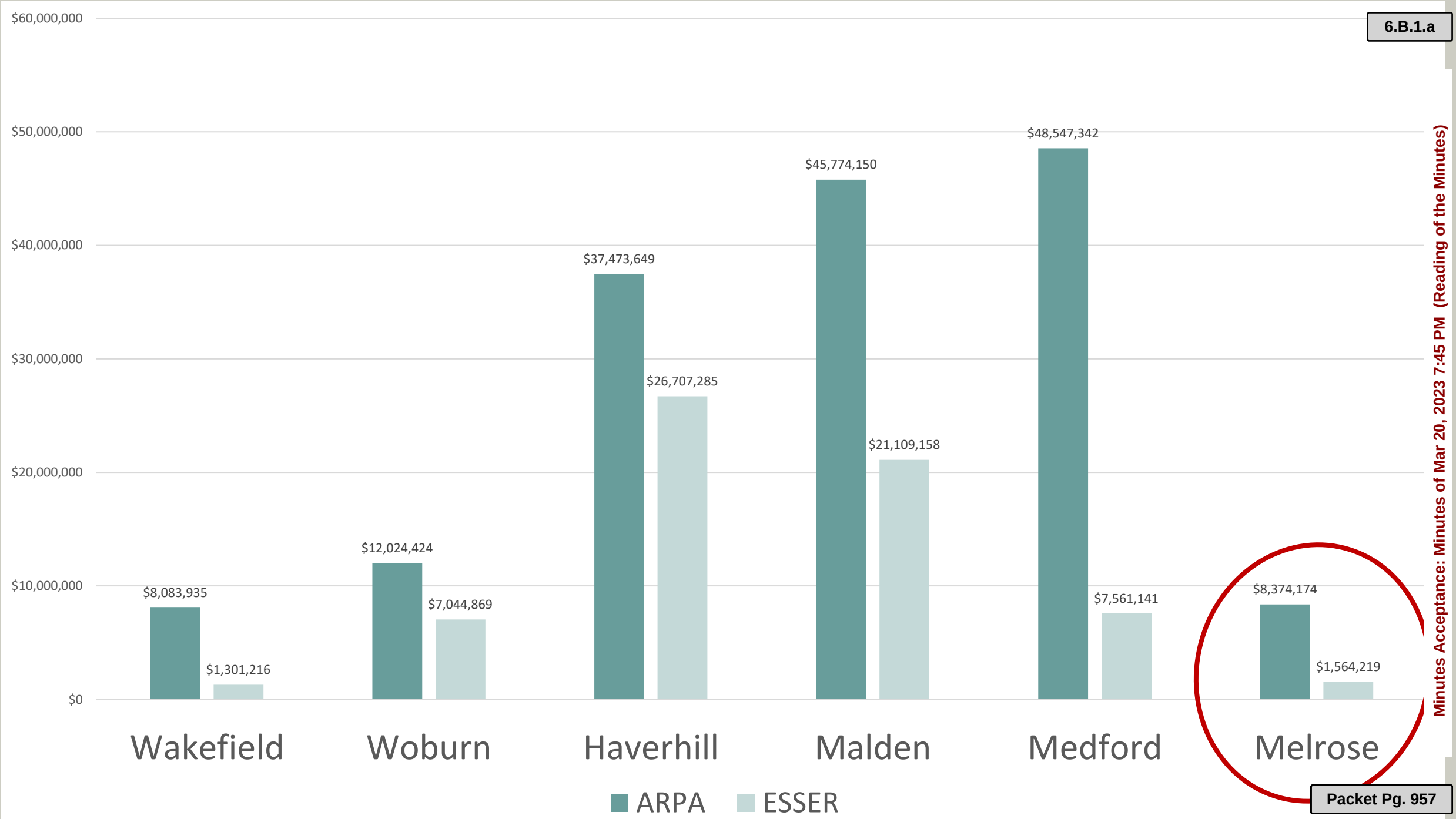
- Patrick Dello Russo (CFO)
- Kathryn Armata (Treasurer/Collector)
- Kerri Golden (Auditor's Office)
- Denise Gaffey (OPCD)
- Chief Ed Collina (Fire)
- Chief Mike Lyle (Police)
- Allan Alpert (Emergency Management)
- Margot Fleischman (Mayor's Office)
- Neal Ellis (IT)
- Elena Proakis Ellis (DPW)
- Jim Troup (DPW)
- Jay McNeil (DPW)
- Anthony Chui (HHS)
- Leia Secor (School Finance Dept)

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Federal Relief Aid Regional Comparisons

Community	Population	ARPA	ARPA per capita	ESSER	ESSER per student
Wakefield	27,045	$8,083,935	$299	$1,301,216	$392
Woburn	40,228	$12,024,424	$299	$7,044,869	$1,640
Haverhill	64,014	$37,473,649	$585	$26,707,285	$3,451
Malden	60,470	$45,774,150	$757	$21,109,158	$3,460
Medford	57,341	$48,547,342	$847	$7,561,141	$1,879
Melrose	**28,016**	**$8,374,174**	**$299**	**$1,564,219**	**$417**

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Mayor’s Priorities

- Identifying the areas of greatest need and relevance for Melrose’s economic and public heath recovery, including mental health and wellness
- Making much needed investments in City infrastructure
- Maintaining financial stability

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ARPA Approvals To-Date

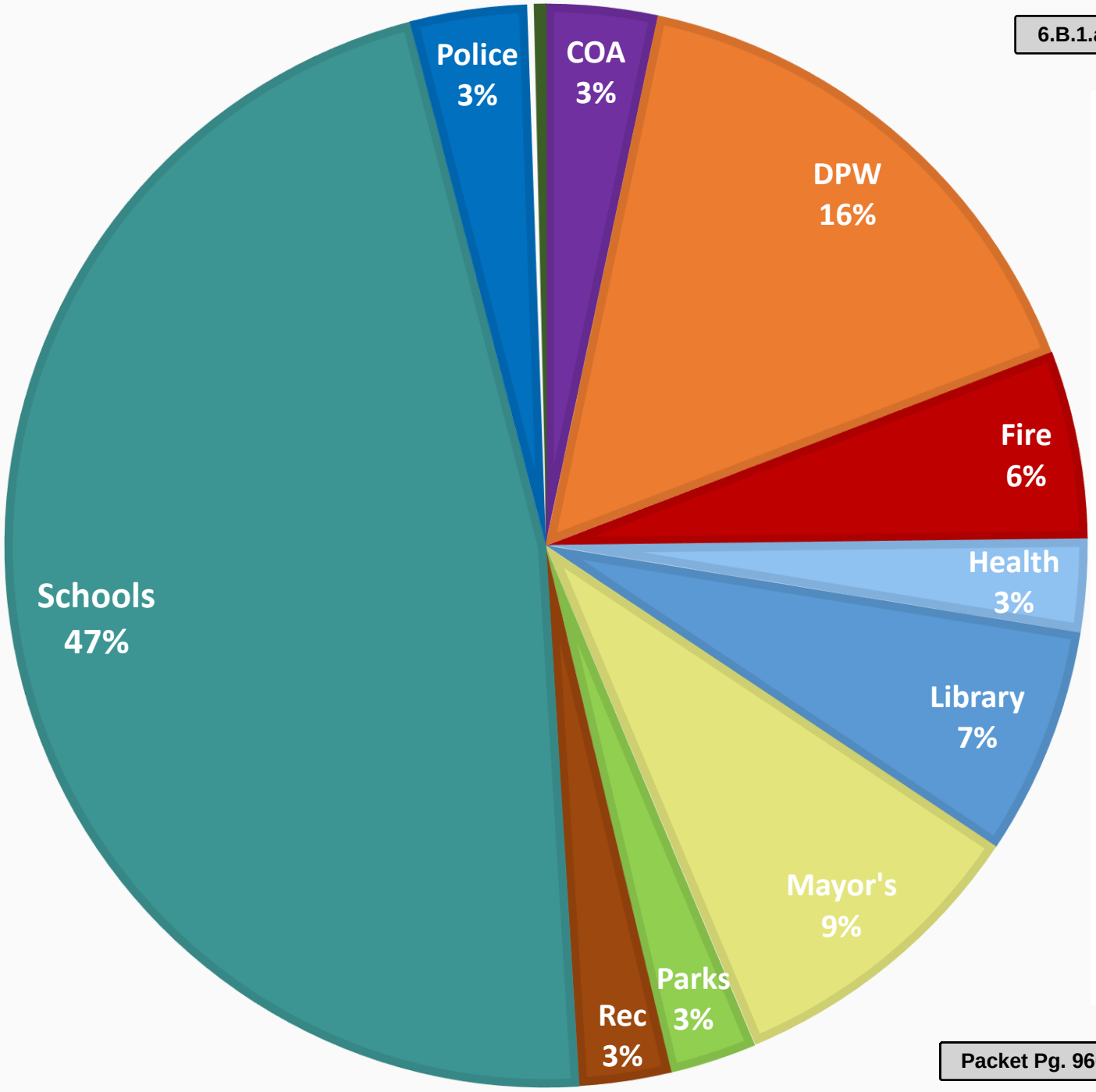
34 projects from 12 departments

$7.3M allocated

$1.05M unallocated

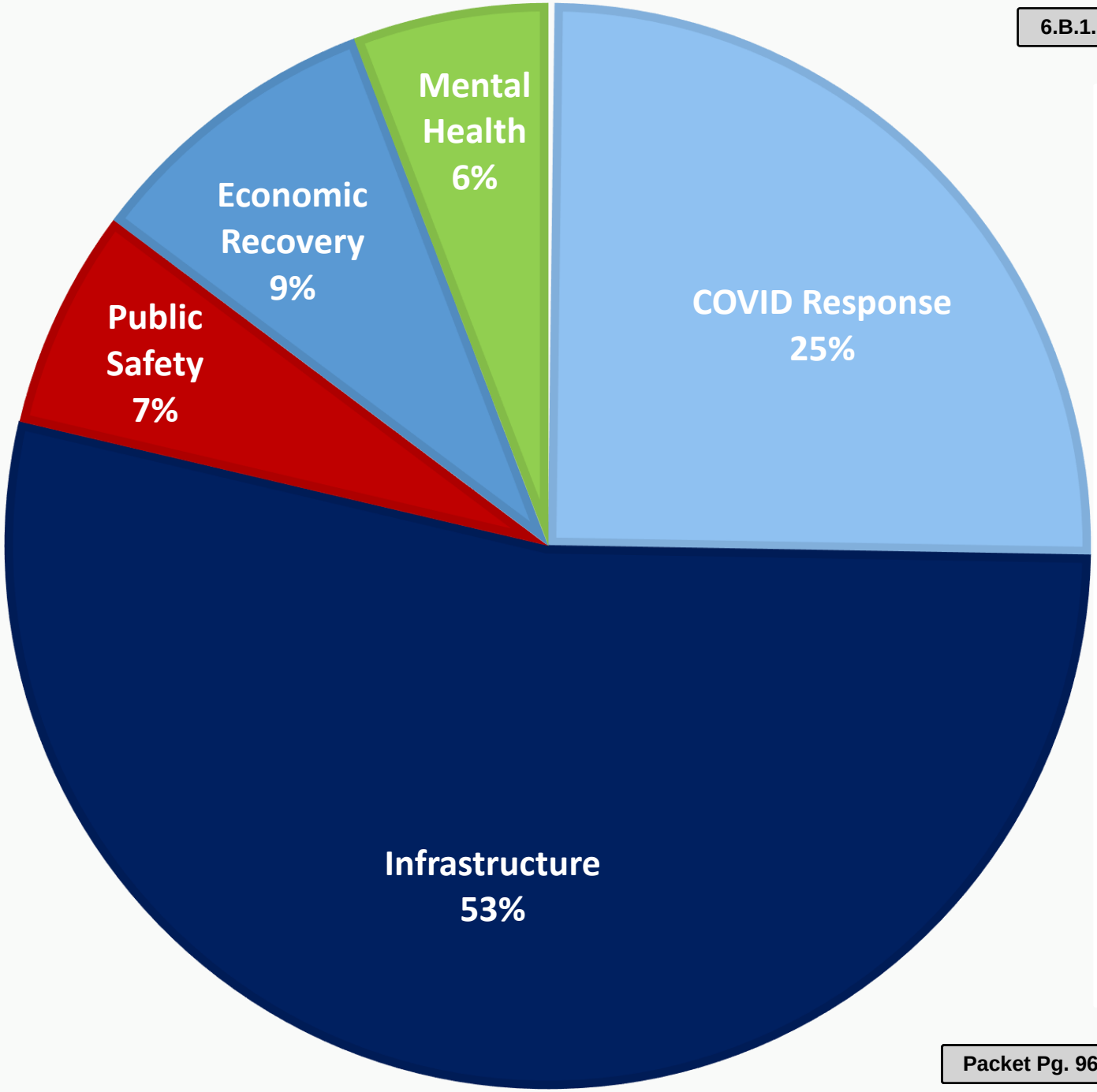
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ARPA Allocations By Department



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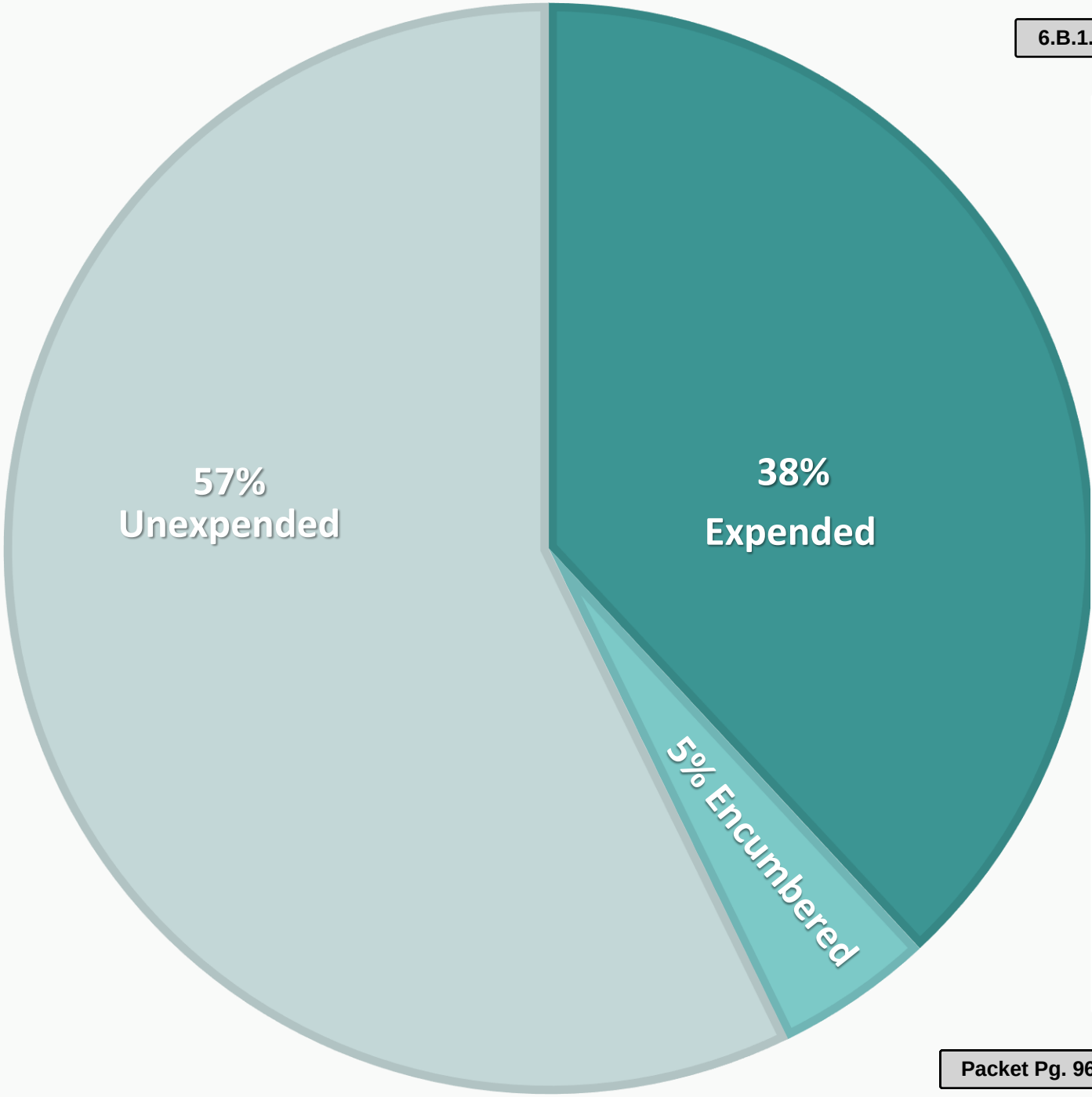
ARPA Allocations By Type



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ARPA Expenditures To-Date:

43% Expended or Encumbered



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$3.4 million ARPA funds invested in Melrose Public Schools

Schools Revenue Loss Replacement	$	802,000.00
COVID-19 Disinfection/Custodial Needs	$	128,000.00
HVAC Study and Implementation of A/C at MVMMS	$	1,050,000.00
Schools Asbestos Abatement	$	90,000.00
School Department Closing FY22 Budget	$	774,697.00
High School and Middle School Complex Elevators	$	594,000.00

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Thank you!

www.cityofmelrose.org/mayor/pages/ARPA

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Financial Update

MELROSE CITY COUNCIL APPROPRIATIONS & OVERSIGHT COMMITTEE MEETING

DECEMBER 8, 2022

Patrick Dello Russo

CFO and City Auditor

Kathryn Armata

Treasurer/Collector

Sarah MacLellan

Chief Assessor

Kerriann Golden

Assistant Auditor

City of Melrose Finance Team

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What we will cover tonight:

- Budget Snapshot
- Impact of Proposition 2 ½
- New Growth & Free Cash
- Impact of School Department deficit
- Tax Levy Limit
- Capital Needs
- Debt Model

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Some terms and what they mean:

Tax Levy – The revenue a community can raise through rea personal property taxes.

Prop. 2 ½ – A Massachusetts law enacted in 1980 that places strict limits on the amount of property tax revenue a community can raise through real and personal property taxes.

Tax Levy Limit – The maximum amount a community is allowed to raise through property taxes in a given year, based on 2.5% growth of the prior year's Levy Limit plus new growth.

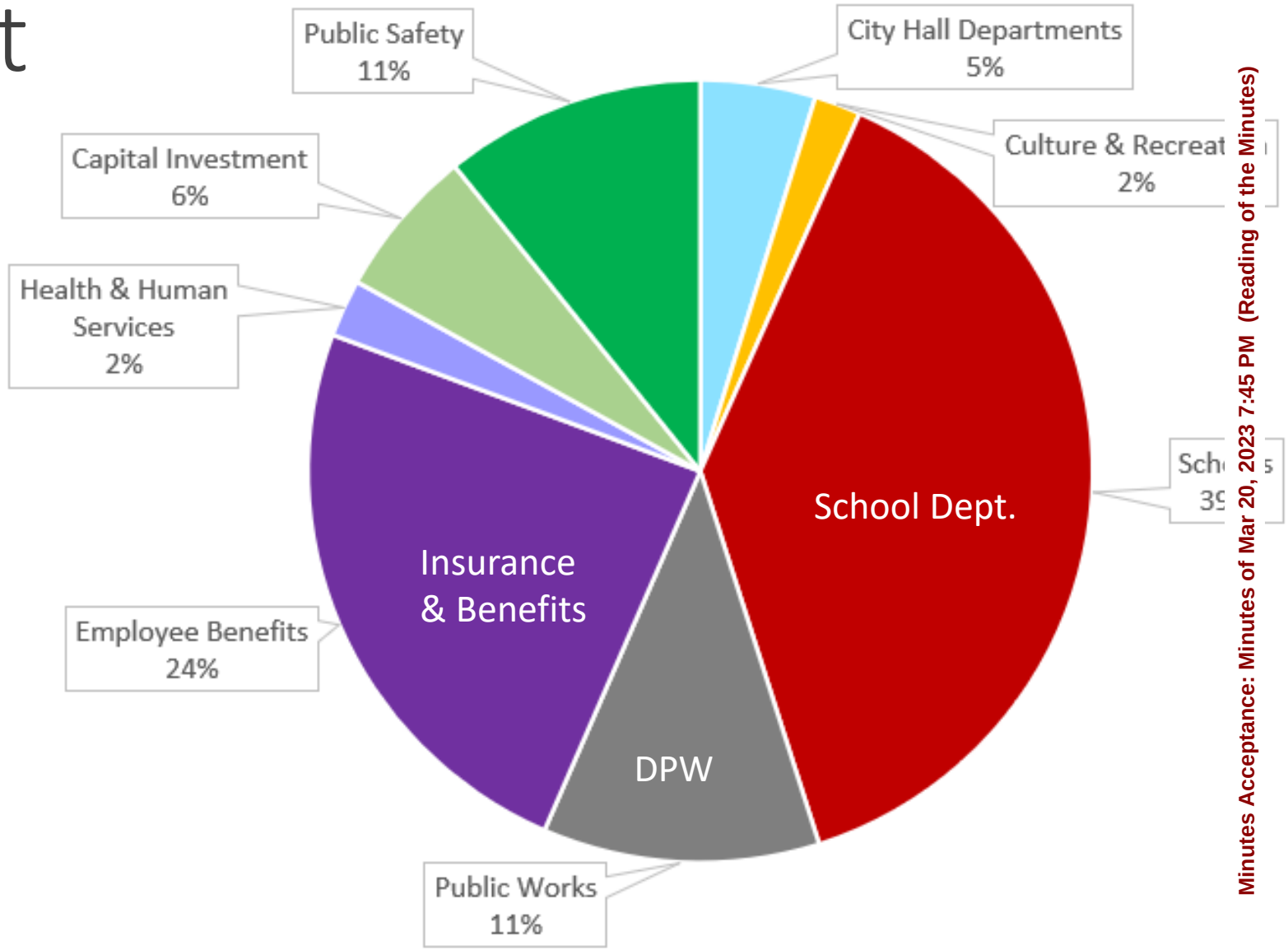
New Growth – The increased value of new development and other growth in the tax base that is not the result of revaluation. A portion of this value is applied to the levy limit.

Override – A permanent increase in the Levy Limit of a community above the allowable 2.5% growth. Requires a majority vote at the ballot.

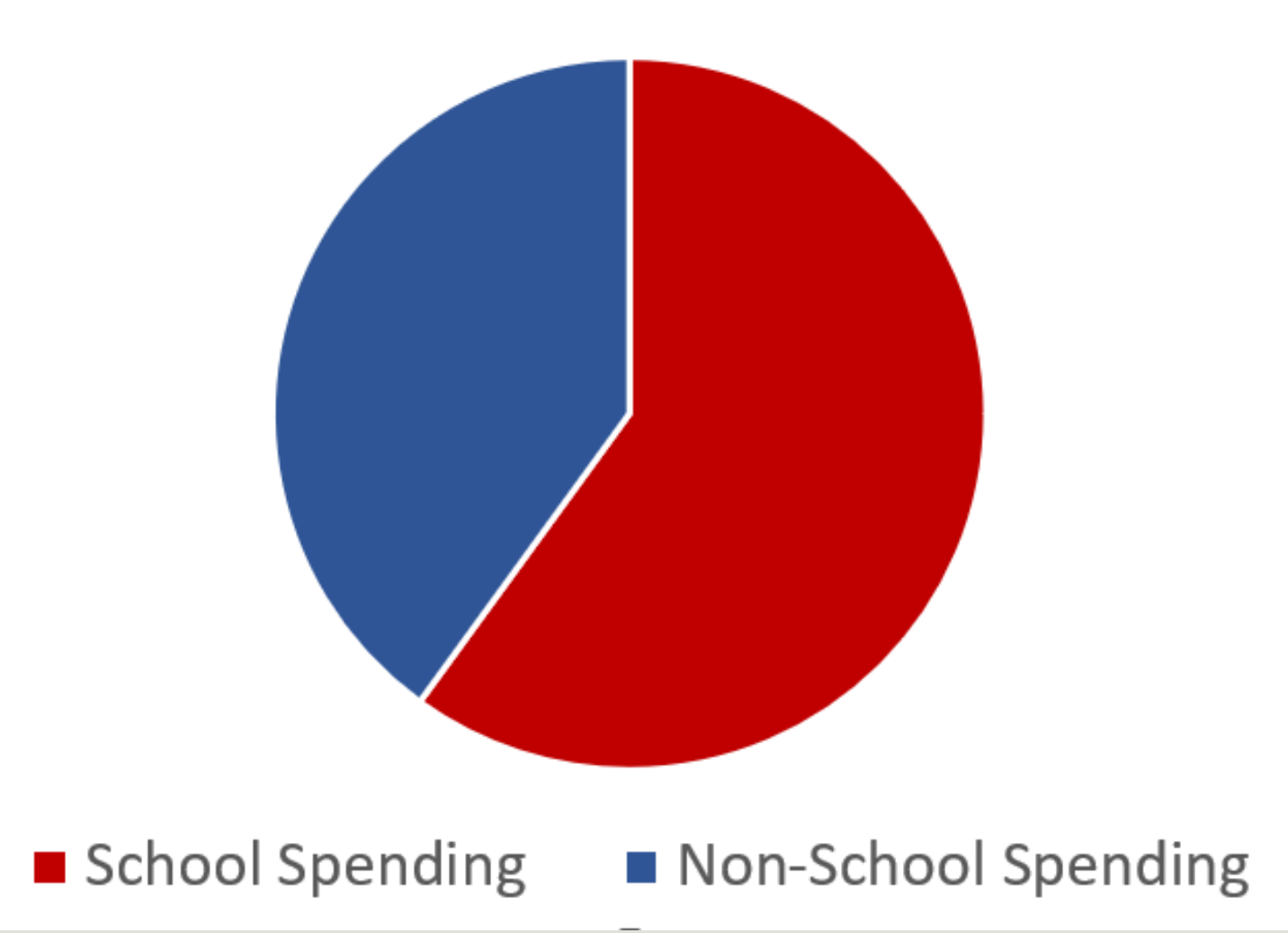
Free Cash – Funds certified annually by the state that come from municipal revenues being greater than expected and/or expenses being less than budgeted.

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Budget Snapshot



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School spending includes costs carried within City budgets:

- Facilities Division of DPW supporting the Schools
- Insurance and Benefits for School Employees
- Debt service for School facilities

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How does Prop. 2 ½ affect our finances?

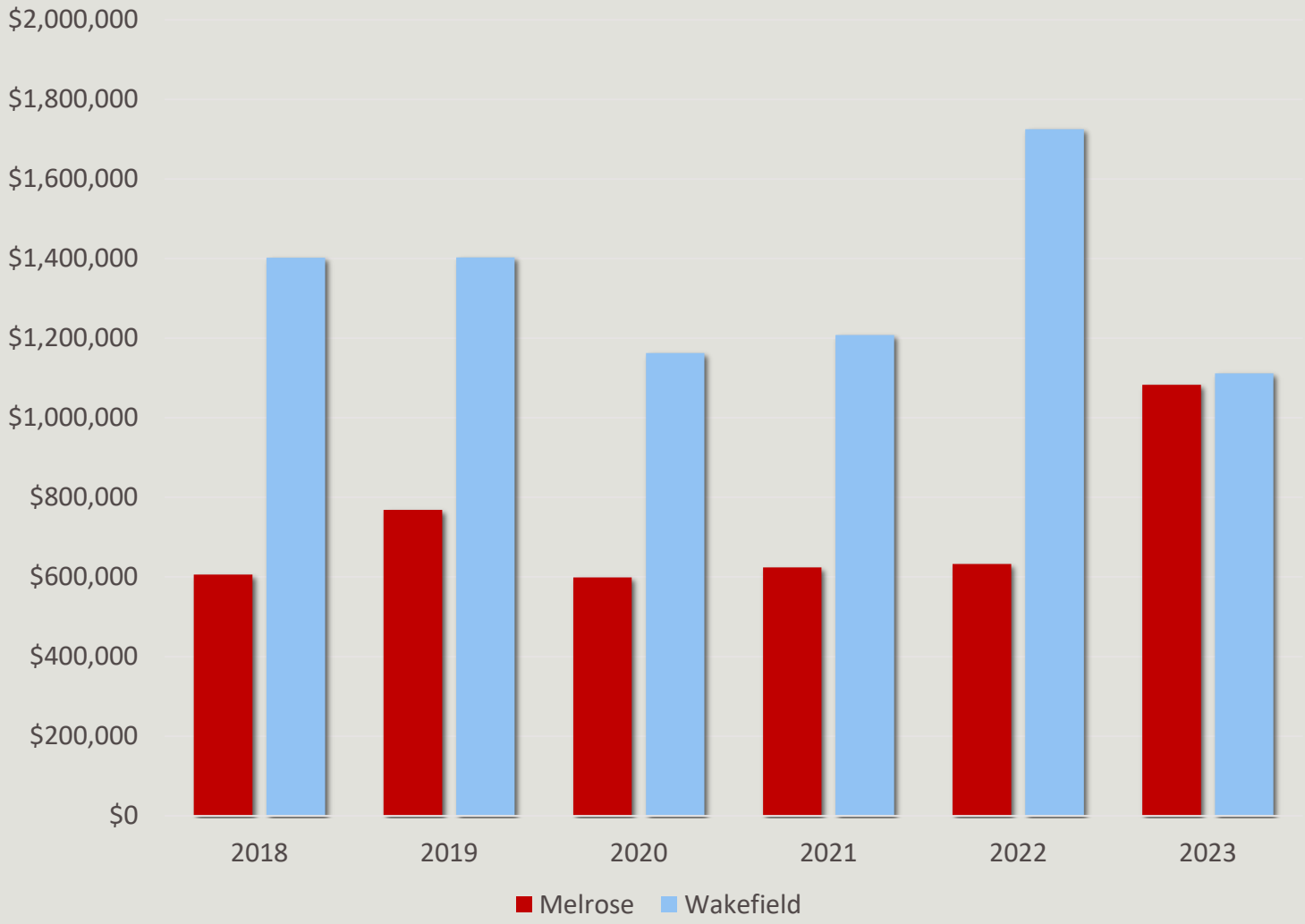
We can only increase our tax revenue by 2.5% of last year's Levy Limit + New Growth

We tax to the Levy Limit so we cannot increase taxes beyond that without an override

Annual operating budget increases must fit within next year's Levy Limit

The majority of year-over-year budget increases are non-discretionary costs

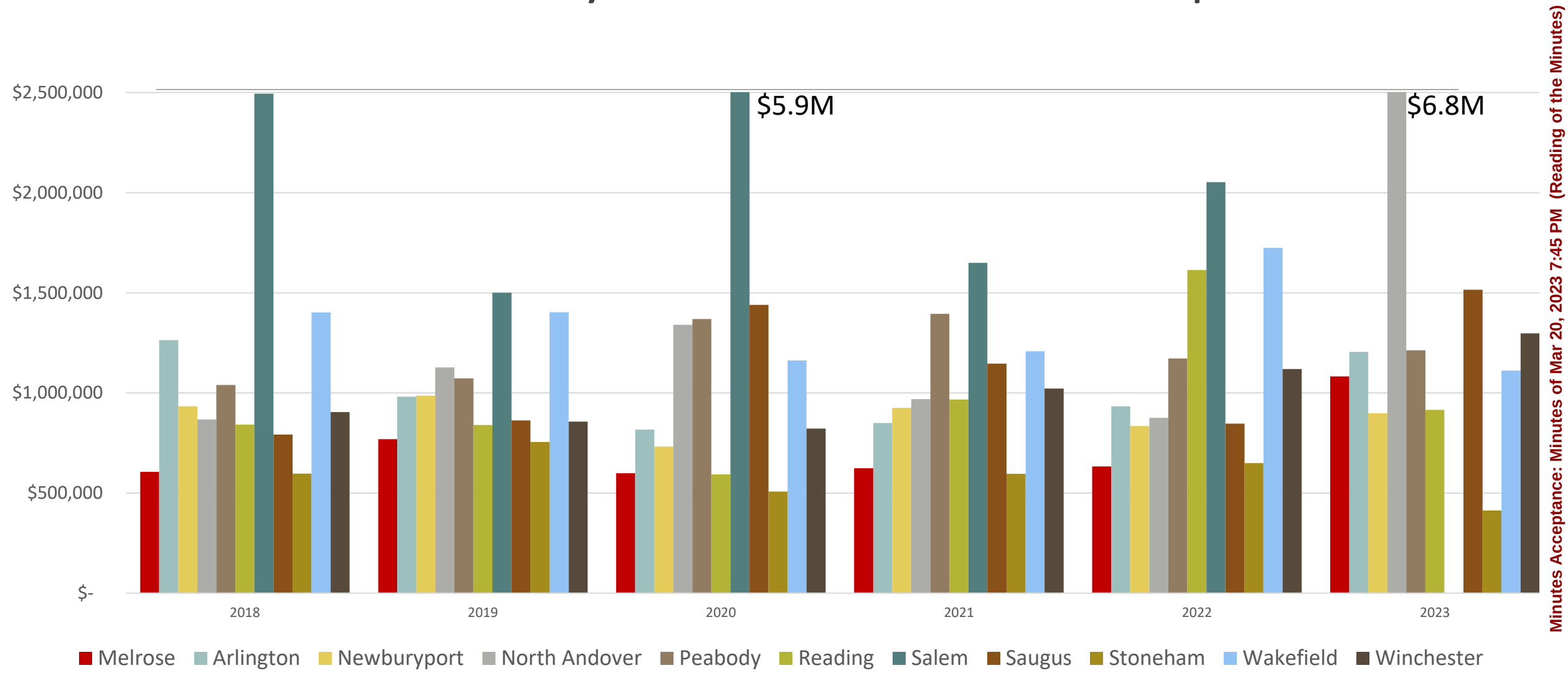
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New Growth Comparison to Wakefield

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10 Community New Growth Comparison



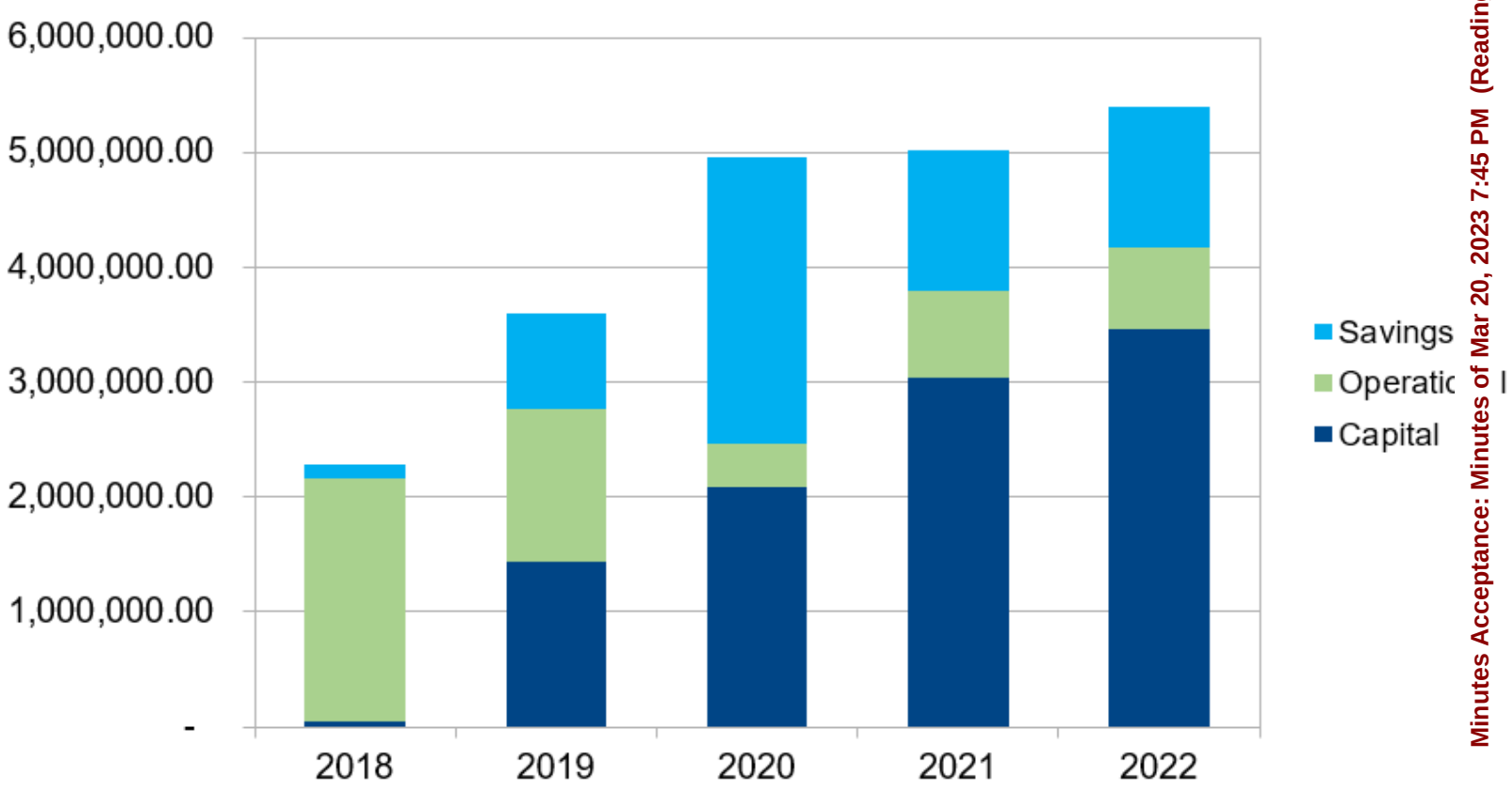
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Melrose Free Cash – past 5 years

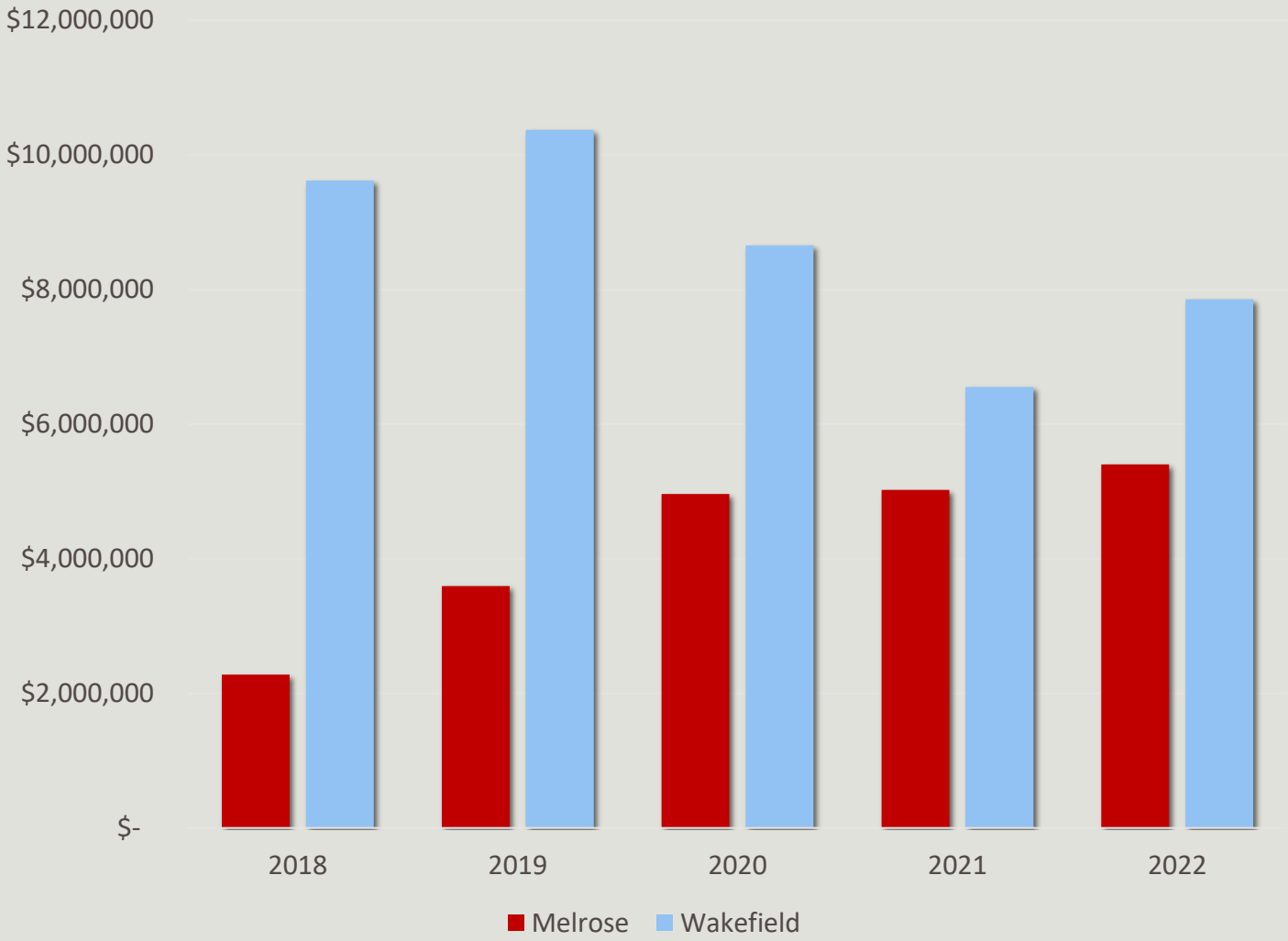
SAVINGS: stabilization funds, affordable housing trust

OPERATIONAL: snow/ice, software, trainings, etc.

CAPITAL: buildings, vehicles, playgrounds, trees, equipment, etc.



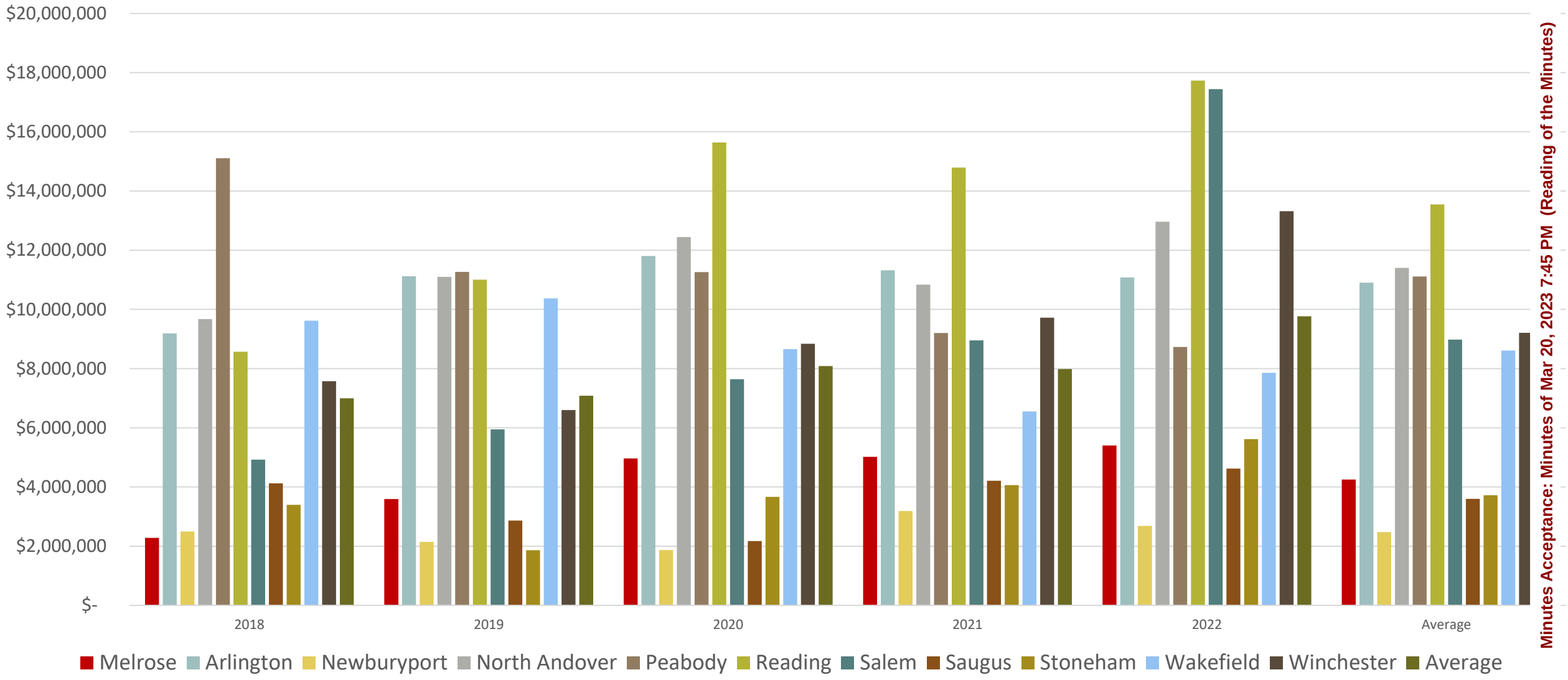
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Free Cash Comparison to Wakefield

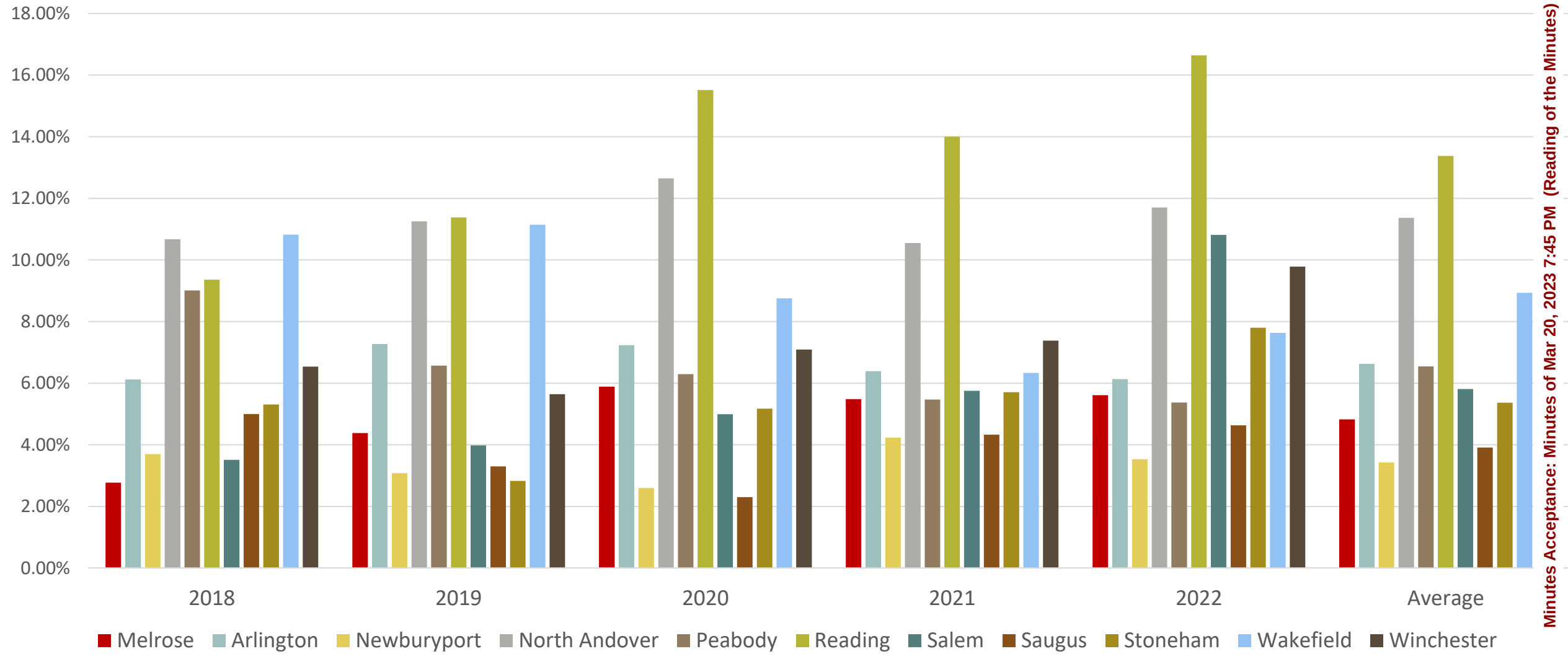
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5 Year Free Cash Comparison ($)



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5 Year Free Cash Comparison (%)



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FY22 School Department Deficit

Major Cost Overrun Drivers, according to CLA Consultants:

- $2.1 million of Special Ed cost overruns
  - $700K – Transportation
  - $1.48 million – Tuitions
- Remainder can be accounted for by the teacher coverage costs that were charged to paraprofessional lines. Teachers were required to stay home up to 10 days after contracting COVID-19 and the district had to provide coverage.

FY22 deficit closed using federal education relief and ARPA funds

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School Department structural deficit expected to continue

Potential funding sources:

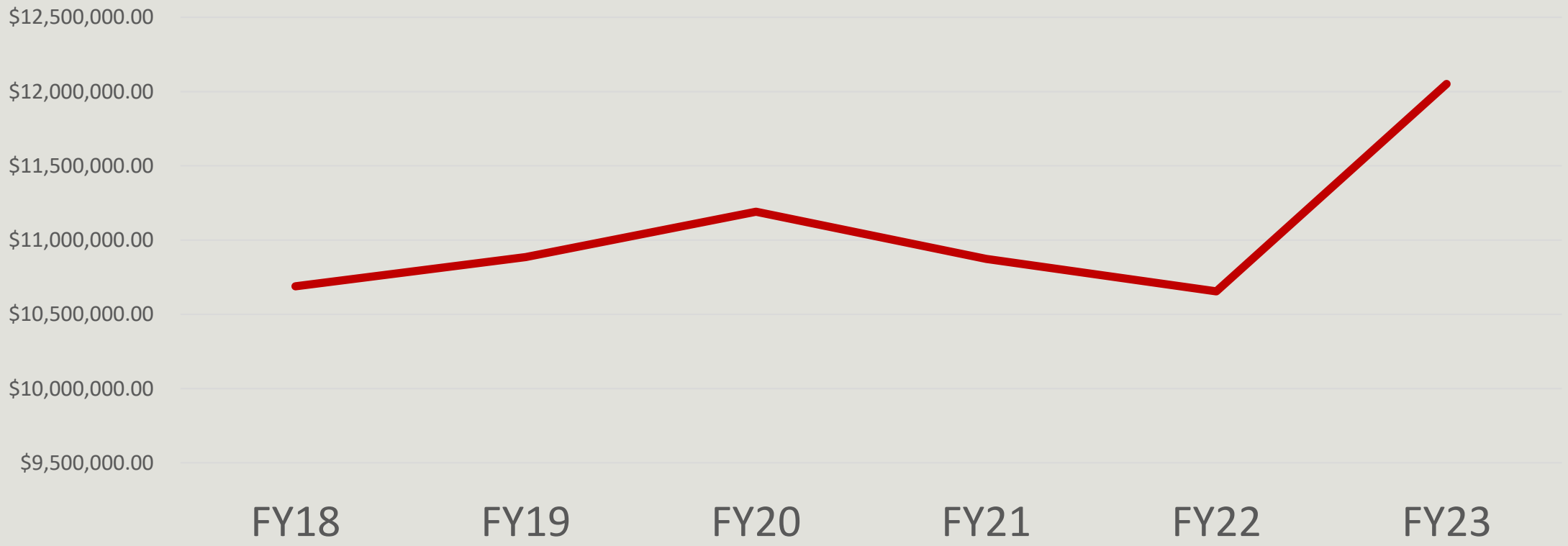
- Free Cash
- Contract Stabilization Fund/Special Education Stabilization Fund
- ARPA
- Other funding sources if available

Potential increased revenue sources:

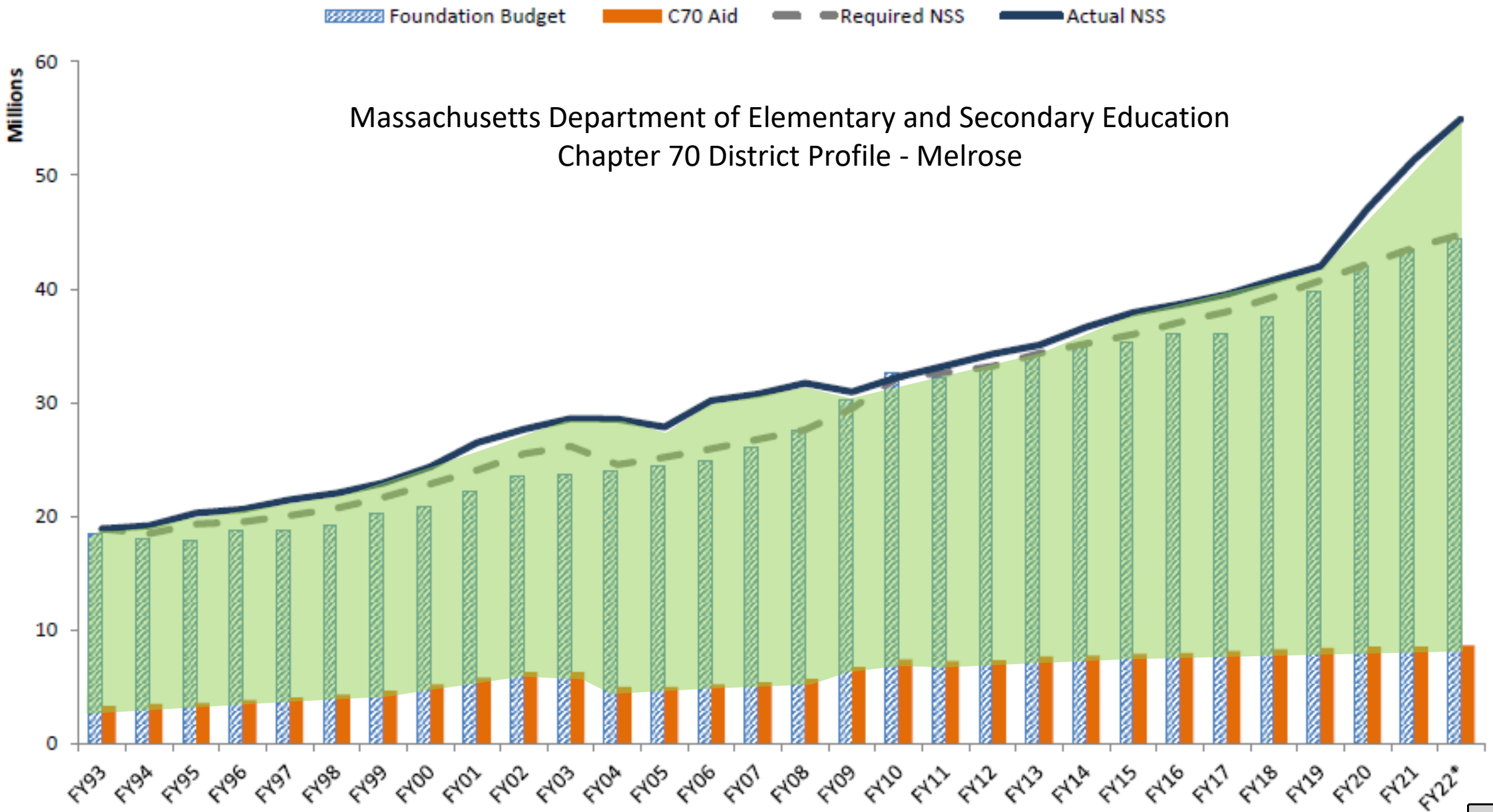
- State aid (Student Opportunity Act)
- Comprehensive fee study
- Continued re-development to support new growth

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Net State Aid



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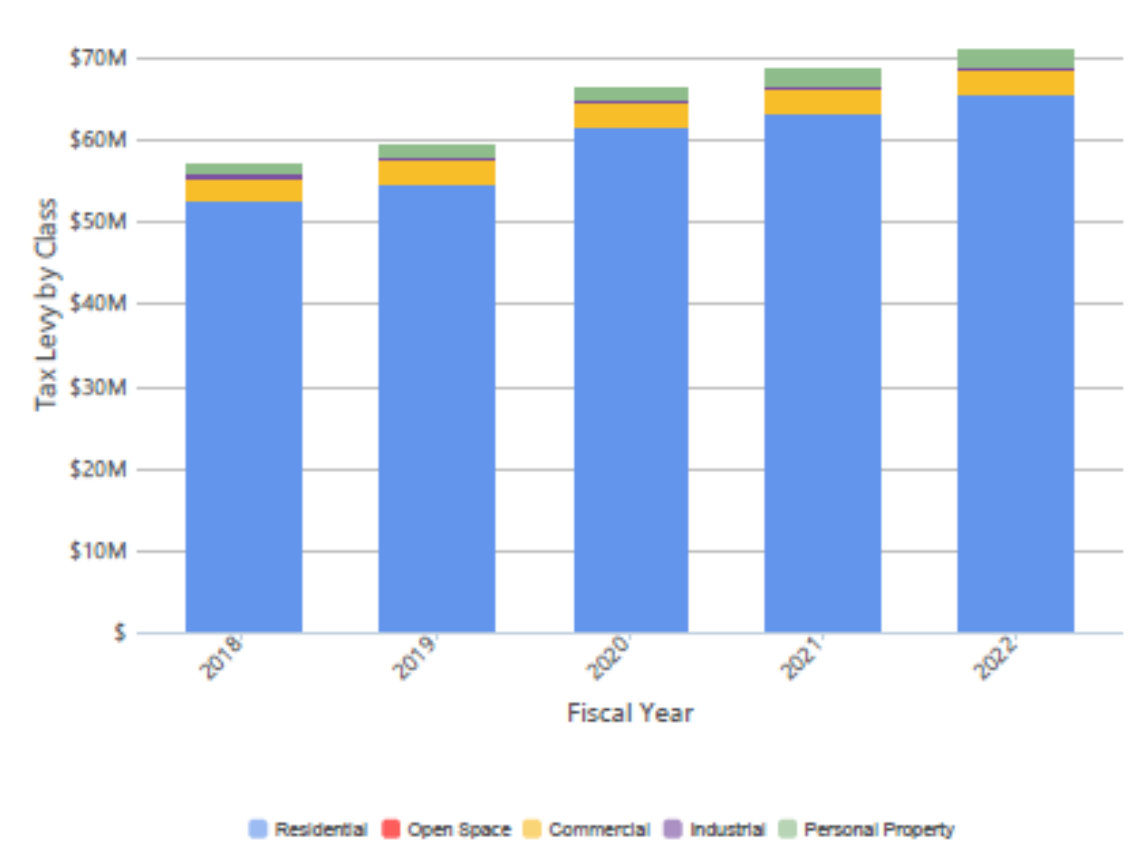


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Fiscal Year	Levy Limit w/o Debt & Capital Exclusions	Maximum Levy Limit	Total Tax Levy	Excess Levy Capacity	Excess as a % of Maximum Levy
2019	$57,521,943	$59,397,799	$59,375,238	$22,560	0.04%
2020	$64,738,724	$66,629,218	$66,627,306	$1,911	0.00%
2021	$66,981,117	$68,878,709	$68,877,944	$765	0.00%
2022	$69,288,556	$71,196,790	$71,171,656	$25,134	0.04%

We continue to tax to the maximum allowed by law

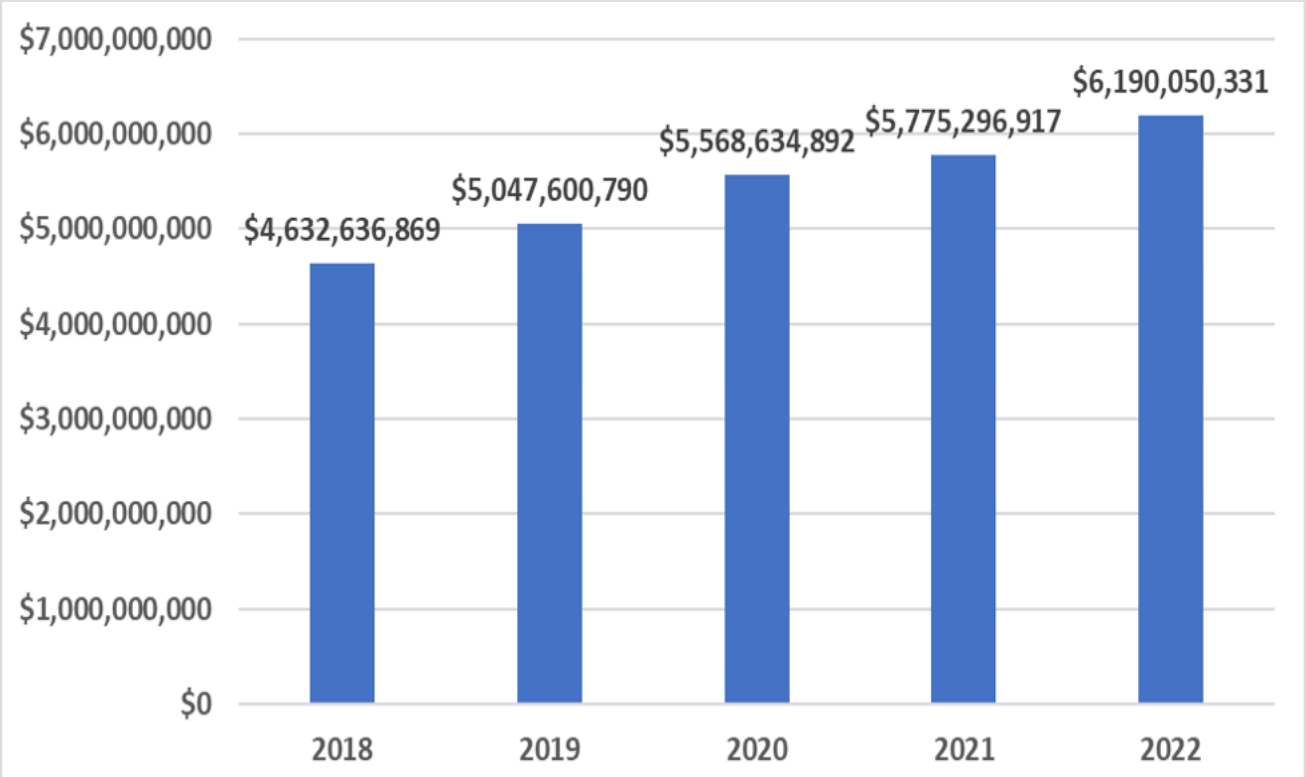
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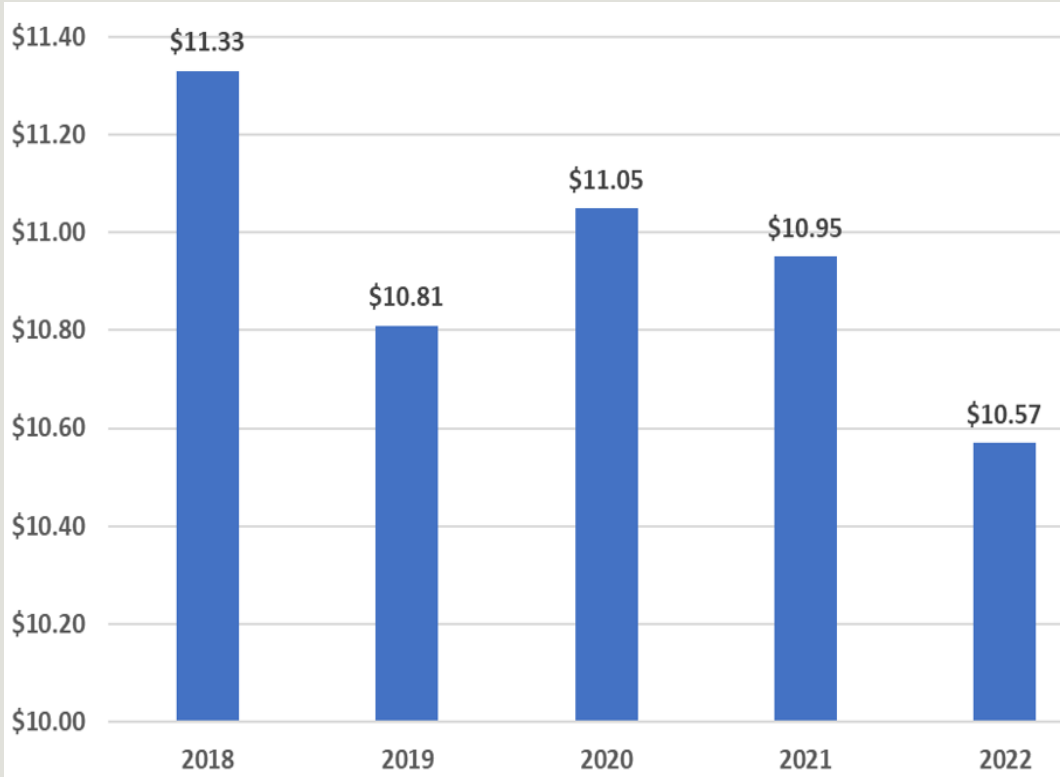
In Melrose, 92% of taxes are paid by residential property owners

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As property values rise, tax rates fall



Total Value of Residential Properties in Melrose



Residential Property Tax Rate (per $1K assessed value)

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FY24 Tax Levy Limit Estimate (excluding debt exclusion amount):

Based on Prop. 2 1/2, Melrose's tax levy will grow approximately **$2.3 M next year**:

FY23 Tax Levy Limit:	$72 million
2.5% Increase:	$1.8 million
New Growth*:	$500,000

This is the additional amount we will have next year to support all departments across both City and Schools.

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Capital Needs

- FY24-FY28 capital planning process has just kicked off with department heads
- Collins Center consultants will work with our Finance team to determine the City's financial capacity to fund capital and will create a multi-year Capital Investment Strategy
- School Department structural deficit will be factored into this plan
- In FY24 will prioritize most urgent capital needs (e.g., Police/Fire radios and antenna system)

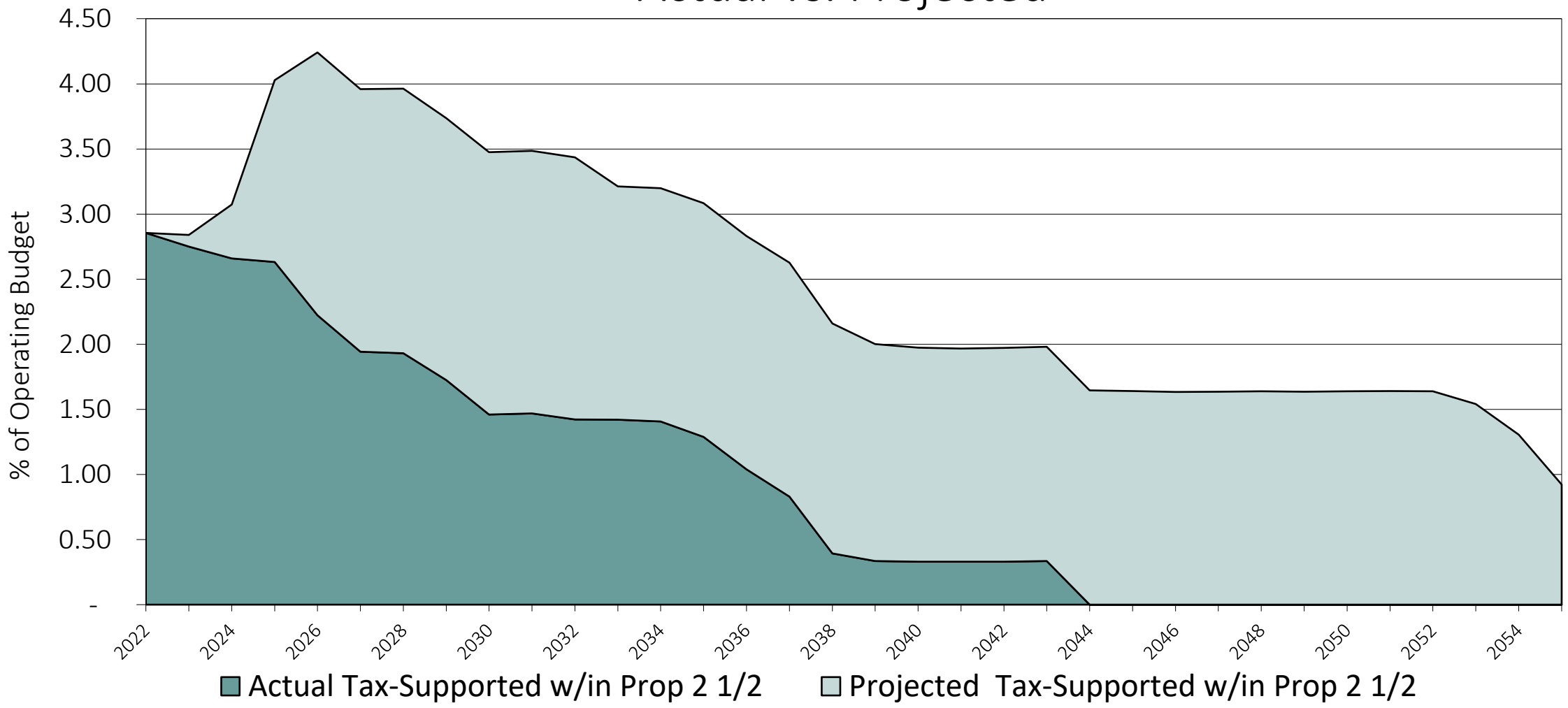
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Debt Management

- We continue to project new non-exempt debt will stay below our limit of 5% of operating budget.
- In the fiscal years ahead, we will still have borrowing capacity to bond necessary projects
- Any new exempt debt for a large project (e.g., Public Safety Buildings) would be outside of the Prop. 2 ½ limitation and would require a “debt exclusion” vote at the ballot.

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Tax-Supported (“non exempt”) debt within Proposition 2 1/2 Actual vs. Projected



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The Finance Team looks forward to returning in January to provide:

- Mid-year FY23 Budget update
- FY23 Free Cash (assuming certified by DOR)
- Mid-year update on Local Receipts
- Any updates regarding state funding

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QUESTIONS?

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on FY22 Free Cash appropriations
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a status update on the use of Fiscal Year 2022 Free Cash appropriations, as follows:

Order 2022-77: Memorial Hall Building Envelope ($1,500,000)

The Memorial Hall Building Envelope Restoration Project is well underway. Construction is currently occurring simultaneously on all three primary elements of the project: the roof replacement, the window restoration, and the masonry repointing. The current projection is that the construction will be completed by June of 2023. So, in terms of expending the free cash portion of the funding for this project, the expectation is that the funding will be spent by the end of Fiscal Year 2023.

Order 2022-87: Police Chief Search ($30,000) – complete

Order 2022-89: Police - Replacement hire cost ($151,200)

Police Salary and Wages	$63,000.00	**complete**
Police Firearms and Ammunition	$3,600.00	**complete**
Police Uniforms	$65,000.00	remaining balance is 24,422.87
Police Academy Tuition and Training	$19,600.00	**complete**

Order 2022-108: Replacement Fred Green Turf ($600,000)

There has been a delay at Weston and Sampson, due to the consultant who was working on the RFQ for Fred Green Field having retired. As of the end of November, Weston and Sampson has committed to delivering the pricing and RFQ to the City by the end of this week. Based on that timeframe, DPW would expect the bidding process to be moving forward promptly, with the objective for the field to be ready by the beginning of September 2023.

Order 2022-114 – DPW Easement ($48,000) – complete

Order 2022-132 – Stabilization Balances ($1,225,000) – complete

Order 2022-130 – Snow and Ice – ($341,621.03) – complete

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Order 2022-134 IT Phone System, Cameras & Social Media Archiving ($270,000)

1. School VoIP project: $100,000 of this cost is for the School Telephone Replacement project. Additionally, there were $60,000 of implementation and engineering costs that were slated for this project. IT has not paid for all expenses related to this project.

2. Middle School Camera system: This project is in process. It is about 80% complete. IT just paid an invoice for roughly $64,000 and will pay the rest after completion (roughly $40,000).

3. Social Media Archiving: IT is working with City Solicitor Phillips and other Department Heads and School Admin staff who have social media accounts to get control of them and get them archived in our new system. $20,000 of this has been paid to Jatheon for the software.

Order 2022-135: DPW

1. New Vehicles ($482,000.00) – This funding, along with another $90K in free cash from the Sewer Enterprise Fund, was for replacement of six vehicles: Roll-off (#17), three light dump trucks (#33, 55, and 57), and two pick-up trucks (#39 and 46). To date, we have ordered the new roll-off vehicle, with expected delivery in spring 2023, as well as the two pick-up trucks. Following extensive research on electric and hybrid vehicle options, we determined that the only vehicle that could be electric was one of the pick-up trucks that will not be used for plowing snow. Therefore, one of the two pick-up trucks we have ordered is a Ford Lightning. For the remaining three light dump trucks, we have been working with multiple state vendors to identify available new vehicles that meet our specifications and hope to successfully complete those orders within the next two months.
2. Trees ($70,000) – This money is for tree planting in spring 2023 and thus has not yet been spent. We planted about 100 trees in fall 2022 using most of the remainder of the prior free cash allocation.
3. Traffic Calming ($70,404.57) – we have ordered RRFBs for the first list of locations that we prioritized, which totaled about $50K of the approx. $70K allocation. We are awaiting delivery.
4. MHS Bathrooms Design ($150,000) – we are working on an RFQ to hire a design consultant, which we hope to have out by January 2023.
5. Cemetery lowering device ($10,620.65) – this item has been purchased and the allocation is spent.

Order 2022-136: Recreation – Vehicle, Software, Community Services ($75,967.40)

1. Rec Vehicle ($47,077.40) – Rec Department is in the process of having its order filled for a 2023 Ford F-150 Lightning. Ford is currently completing a custom build and delivery is expected in February or March of 2023. Upon delivery we will be paying the invoice in full. After the disbursement for the recreation vehicle all funds will be exhausted.

2. Recreation Online Registration Software ($10,000) – These funds have been expended and Rec has launched our new online registration system called Civic Rec. You can view the new system on the Recreation website.

3. COA fobs and media repair ($13,890) – COA Director Minchello is working to repair the speaker; the latest attempt is in the final stages with an upcoming repair date. She is coordinating on the

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media equipment and the fobs with the IT Department and has options and quotes for listening devices but is waiting to purchase in case it is best to tie into the virtual technologies.

4. Memorial Hall elevator controls ($5,000) – The elevator software upgrade groundwork was completed in November (10% of the project). The software had technical issues so the installation of the software is anticipated to start in January 2023.

Order 2022-137: School – Medicaid reimbursement ($75,000); Microscopes, Curriculum, Uniforms, Golf Cart ($192,000)

1. Medicaid Reimbursement $75,000 – **complete** – These funds were received and applied to the general FY22 operating budget as an offset as budgeted.
2. Literacy Curriculum (Savvas) ($100,000) – $99,980.39 has been expended – Elementary English language Arts materials have been purchased and received. The total program cost is $449,883.61. MPS was awarded a competitive grant in the amount of $179,943.74. The District will request an additional contribution from the City in the amount of $169,959.48 for FY24.
3. Microscopes ($30,000) – In progress, funds have been encumbered based on a quote for $28,716.75.
4. Utility Vehicle ($12,000) – In progress, gathering three quotes from vendors.
5. Uniform Replacement ($50,000) – In progress, approximately $24,695.77 has been encumbered based on quotes/invoices.

Order 2022-138 Various Departments ($76,400)

1. Health and Human Services Department (rodent control $28,000) – grant funds were received to allow this project to move forward without using City funds.
2. City Solicitor (professional services $25,000) – funds have been expended.
3. Auditor's Office (office equipment $10,000) - $ 556.74 has been expended to-date, with the remaining amount available for this Fiscal Year for any department(s) with a need for new furniture.
4. Fire Department (mattresses $10,000) – The Fire Department ordered the replacement of 20 bedding materials throughout all 3 fire stations from Mattress Firm. At the end of the week of November 14th, all materials were received and distributed throughout the stations. According to the FD Finance Administrator, the firefighters are very grateful that we were able to do this for them. She is awaiting the invoice from Mattress Firm which will be paid upon receipt.
5. Elections Department (equipment and banner $3400) – $3,93.94 was expended for election banners. They were ordered, invoiced/paid and used in the last two elections. According to the City Clerk, these have been very well received by voters.

Order 2022 – 133 Pine Banks Parking Lot paving ($34,010.35)

Per the funding agreement between Malden and Melrose, the City of Malden has made an equal appropriation for this project; the Pine Banks Trustees are working with their engineering firm to finalize the project design based on this budget. They anticipate that the project will be done in Spring 2023.

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CHART - 1		City of Melrose			
DRAFT	**Ten Year General Fund Debt Plan Review**				
12/5/2022		**Department of Finance**			
				Projected	
	Year	**Net Debt**	**5% Limit**	**Budget**	**Percent**
	2022	**$2,855,696**	**$4,550,026**	**$91,000,522**	**3.14%**
	2023	**$2,839,293**	**$4,762,804**	**$95,256,080**	**2.98%**
	2024	**$3,074,059**	**$4,905,688**	**$98,113,762**	**3.13%**
	2025	**$4,028,867**	**$5,052,859**	**$101,057,175**	**3.99%**
	2026	**$4,241,587**	**$5,204,445**	**$104,088,891**	**4.07%**
	2027	**$3,959,412**	**$5,360,578**	**$107,211,557**	**3.69%**
	2028	**$3,963,531**	**$5,521,395**	**$110,427,904**	**3.59%**
	2029	**$3,735,853**	**$5,687,037**	**$113,740,741**	**3.28%**
	2030	**$3,474,755**	**$5,857,648**	**$117,152,963**	**2.97%**
	2031	**$3,486,111**	**$6,033,378**	**$120,667,552**	**2.89%**
	Totals:	**$35,659,166**	**$52,935,857**		
	Average:	**$3,565,917**	**$5,293,586**		
	Variance:		**$1,727,669**		

Note(s):

1. It is the current policy of the City of Melrose that the G/F net non-exempt debt budget equate to approx. 5% of the Operating Budget.

2. The figures proposed can only be "estimates". Actual figures will be developed as interest rates are locked in.

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CHART - 2		City of Melrose - 5% Debt Limit			
DRAFT		**Ten Year General Fund Debt Plan Review**			
		Department of Finance			
12/5/2022			**5% Limit**		
	Year	**Net Debt**		**Variance**	
Projected					
	2022	**$2,855,696**	**$4,550,026**	**$1,694,330**	
	2023	**$2,839,293**	**$4,762,804**	**$1,923,511**	
	2024	**$3,074,059**	**$4,905,688**	**$1,831,629**	
	2025	**$4,028,867**	**$5,052,859**	**$1,023,992**	
	2026	**$4,241,587**	**$5,204,445**	**$962,857**	
	2027	**$3,959,412**	**$5,360,578**	**$1,401,165**	
	2028	**$3,963,531**	**$5,521,395**	**$1,557,864**	
	2029	**$3,735,853**	**$5,687,037**	**$1,951,184**	
	2030	**$3,474,755**	**$5,857,648**	**$2,382,893**	
	2031	**$3,486,111**	**$6,033,378**	**$2,547,267**	
	Totals:	**$35,659,166**	**$52,935,857**		
	Average:	**$3,565,917**	**$5,293,586**		
	Variance:		**$1,727,669**		
Note(s):	**1. It is the current policy of the City of Melrose that the G/F net**				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

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ARPA Project Name	PROJECT TOTAL	FY22	FY23	FY24	FY25	Department	Type
ARPA - Consultant	$ 10,000.00	$ -	$ -	$ -	$ -	Auditors	Admin
ARPA - Administration	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	Auditors	Admin
Milano Center Health, Wellness, Accessibility	$ 25,000.00	$ 25,000.00	$ -	$ -	$ -	COA	Infrastructure
Milano Center HVAC	$ 218,729.00	$ 218,729.00	$ -	$ -	$ -	COA	Infrastructure
City Sidewalk Improvements - Ashland/Bay State/Burnett/Sycamore	$ 750,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ -	DPW	Infrastructure
Covid Sanitization-Custodial	$ 65,000.00	$ 65,000.00	$ -	$ -	$ -	DPW	COVID Response
Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	$ 40,000.00	$ 40,000.00	$ -	$ -	$ -	DPW	COVID Response
Lead Water Service Inventory and Replacement Design	$ 150,000.00	$ 150,000.00	$ -	$ -	$ -	DPW	Infrastructure
Traffic Calming Toolkit	$ 28,300.00	$ 28,300.00	$ -	$ -	$ -	DPW	Infrastructure
Asset Management Software	$ 106,000.00	$ 106,000.00	$ -	$ -	$ -	DPW	Infrastructure
Replacement Vehicle to Deliver Services	$ 23,000.00	$ -	$ 23,000.00	$ -	$ -	DPW	Infrastructure
Fire Department Vehicles	$ 120,000.00	$ 120,000.00	$ -	$ -	$ -	Fire	Public Safety
Public Safety Training Equipment	$ 105,308.00	$ 78,308.00	$ -	$ -	$ 27,000.00	Fire	Public Safety
Fire Headquarters HVAC	$ 35,000.00	$ 35,000.00	$ -	$ -	$ -	Fire	Infrastructure
Tremont Fire House Update	$ 151,205.00	$ -	$ 151,205.00	$ -	$ -	Fire	Infrastructure
At-Home COVID tests	$ 1,824.00	$ 1,824.00	$ -	$ -	$ -	Health	COVID Response
FT Social Service Coordinator*	$ 200,330.00	$ 12,235.00	$ 72,900.00	$ 75,789.00	$ 39,406.00	Health	Community Mental Health and Wellness
IT Intern to Address COVID-19 Backlog of IT Infrastructure and Cybersecurity Projec	$26,000	$ -	$26,000	$ -	$ -	IT	COVID Response
Melrose Public LIbrary HVAC Upgrades	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	Library	Infrastructure
Economic Recovery Director*	$ 290,081.00	$ 31,762.00	$ 101,785.00	$ 103,930.00	$ 52,604.00	Mayor's	Economic Recovery
Community Conversations Initiative	$ 25,000.00	$ -	$ 25,000.00	$ -	$ -	Mayor's	Community Mental Health and Wellness
Small Business/Non-Profits/Cultural Sector Suport	$ 150,000.00	$ -	$ 50,000.00	$ 50,000.00	$ 50,000.00	Mayor's	Economic Recovery
Addressing Food Insecurity	$ 75,000.00	$ -	$ 25,000.00	$ 25,000.00	$ 25,000.00	Mayor's	Economic Recovery
Utility Arrearages	$ 141,000.00	$ -	$ 141,000.00	$ -	$ -	Mayor's	Economic Recovery
Foss Park Basketball and Playground Upgrade	$ 150,000.00	$ 150,000.00	$ -	$ -	$ -	Parks	Infrastructure
Amazing Grace Basketball Court	$ 41,106.00	$ -	$ 41,106.00	$ -	$ -	Parks	Infrastructure
Police Department Vehicles	$ 256,000.00	$ 256,000.00	$ -	$ -	$ -	Police	Public Safety
Community Mental Health Initiative	$ 200,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	Rec/Health	Community Mental Health and Wellness
Schools Revenue Loss Replacement	$ 802,000.00	$ 802,000.00	$ -	$ -	$ -	Schools	COVID Response
COVID-19 Disinfection	$ 128,000.00	$ 128,000.00	$ -	$ -	$ -	Schools	COVID Response
HVAC Study and Implementation of A/C addition at MVMMS	$ 1,050,000.00	$ -	$ 1,050,000.00	$ -	$ -	Schools	Infrastructure
Schools Asbestos Abatement	$ 90,000.00	$ 90,000.00	$ -	$ -	$ -	Schools	Infrastructure
School Department Closing FY22 Budget	$ 774,697.00	$ 774,697.00	$ -	$ -	$ -	Schools	COVID Response
High School and Middle School Complex Elevators	$ 594,000.00	$ 594,000.00	$ -	$ -	$ -	Schools	Infrastructure
TOTAL	**$ 7,327,080.00**						
REMAINING UNCOMMITTED ARPA FUNDS	**$ 1,047,094.00**						
**Personnel costs are inclusive of health insurance and benefits*							

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ARPA Project Name	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	Project update	Type	Department	Lead Department - Title	Project Approval Date
ARPA - Administration	$ 4,500.00	$ 4,500.00	$ -	$ -	100.00	Funds applied to offset salary costs in FY22 related to ARPA administration.	Admin	Auditors	Auditors - ARPA Administration	6/28/
ARPA - Consultant	$ 25,000.00	$ 16,621.50	$ -	$ 8,378.50	66.5	Consultants have been used on an as-needed basis to establish programs and policies consistent with auditing requirements. While we do not anticipate significant additional costs in the upcoming fiscal year, we are leaving funds available in case of changes in any regulations or reporting requirements, and for assistance with wrapping up the ARPA projects, auditing, or other needs at the end of the eligible time period.	Admin	Auditors	Auditor's - ARPA Consultant	9/15/
Milano Center Health, Wellness, Accessibility	$ 25,000.00	$ 6,452.08	$ -	$ 18,547.92	25.80	Deep cleaning and sundry repairs have been completed. Water bottle filling station was installed. Balance to be used in FY23 for additional Milano Center accesibility and wellness upgrades.	Infrastructure	COA	DPW - Milano Center Health, Wellness, Accessibility	3/22/
Milano Center HVAC	$ 215,503.76	$ 215,503.76	$ -	$ -	100.00	Project complete and under budget.	Infrastructure	COA	DPW - Milano Center HVAC	3/22/
Asset Management Software	$ 106,000.00	$ 65,971.70	$ 37,822.08	$ 2,206.22	97.90	Contract fully encumbered (Brightly).	Infrastructure	DPW	DPW - Asset Management Software	5/2/
City Sidewalk Improvements - Ashland/Bay State/Burnett/Sycamore	$ 750,000.00	$ 75,000.00	$ -	$ 675,000.00	10.00	Ongoing with City Paving Sidewalk Contract. Current invoices received $75,000 (Holcim/Aggregate). Will restart in spring of 2023 and expected new vendor.	Infrastructure	DPW	DPW - City Sidewalk Improvements	3/22/
Covid Sanitization-Custodial	$ 65,000.00	$ 53,569.65	$ -	$ 11,430.35	82.40	Invoices received in FY22 total $53,569.65. Remaining balance to be encumbered/invoiced in FY23.	COVID Response	DPW	DPW - Covid Sanitization-Custodial	4/20/
Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	$ 40,000.00	$ 27,216.00	$ -	$ 12,784.00	68.00	Part time and temporary employees hired to continue to deliver services.	COVID Response	DPW	DPW - Labor Costs Additional Cleaning and Sanitizing of Public Buildings	4/20/
Lead Water Service Inventory and Replacement Design	$ 150,000.00	$ 44,843.54	$ 104,756.46	$ 400.00	99.70	In progress (Tata & Howard). Approximately 12 residents applied for incentive.	Infrastructure	DPW	DPW - Lead Water Service Inventory and Replacement Design	3/10/
Traffic Calming Toolkit	$ 28,300.00	$ 3,212.50	$ 25,087.50	$ -	100.00	Contract fully encumbered (Neighborways Design). Invoices to date $3,212.50	Infrastructure	DPW	DPW - Traffic Calming Toolkit	3/10/
Replacement Vehicle to Deliver Services	$ 23,000.00	$ 23,000.00	$ -	$ -	100.00	Vehicle purchased and invoiced	Infrastructure	DPW	DWP - Replacement Vehicle to Deliver Services	9/20/
Fire Headquarters HVAC	30,815.00	$ 30,815.00	$ -	$ -	100.00	Project complete.	Infrastructure	Fire	DPW - Fire Department HVAC	3/10/
Tremont Fire House Update	$ 151,205.00	$ 123,644.87	$ 27,560.13	$ -	100.00	Project expected completion (BC Construction) in February 2023	Infrastructure	Fire	DPW - Tremont Fire House Update	6/28/
Fire Department Vehicles	$ 120,000.00	$ -	$ -	$ 120,000.00	0.00	Fire Department put an order through MHQ (the largest provider of public safety vehicles in the United States) late August 2022 for two 2023 Ford Utility Interceptors (AWD, Hybrid). These vehicles will replace the Chief's and the Fire Prevention Captain's current aged-out vehicles. Due to a global shortage of semiconductor chips in the automotive industry, we have not been able to spend the funds. According to our sales representative from MHQ, the vehicles have not yet arrived from Ford and both vehicles are listed as "unscheduled" in their system. They are not giving out lead times.	Public Safety	Fire	Fire - Fire Department Vehicles	5/20/
Public Safety Training Equipment	$ 105,308.00	$ 77,885.59	$ -	$ 27,422.41	74.00	In January 2022, a field service engineer from Laerdal (the SimMan 3G manufacturer) came to the Fire Department for the installation of the SimMan. After the installation, our Firefighters attended both a virtual orientation as well as a virtual training with Laerdal where they learned how to use the SimMan to best suit FD needs. As soon as the members completed the training, the simulator was deployed. Firefighter Jeremy Dungca has done a great job with making sure the FD members remain proficient with interventions and clinical judgement by continuously training using the SimMan. The remaining amount is for the warantee renewal in FY25.	Public Safety	Fire	Fire - SimMan 3G Plus	11/9/
At-Home COVID tests	$ 1,824.00	$ -	$ 1,824.00	$ -	100.00	Complete	COVID Response	Health	Health - At-Home COVID Tests	1/12/
FT Social Service Coordinator	$ 213,847.00	$ 52,844.11	$ -	$ 161,002.89	24.70	Our Social Services Coordinator, Collin Macgowan, has continued working with Melrose individuals in need, referred from multiple partners including the Mayor's Office, City Council, Melrose Housing Authority, Melrose Police and Fire, among others. This position has been able to provide low-level case management and referrals to many social services that address issues such as food insecurity, housing insecurity, heating assistance, mental health, and behavioral health. We have also been able to successfully support our school families alongside our school counseling staff. We continue to leverage resources within our immediate community, as well as existing resources in our region	Community Mental He	Health	Health - Social Services	3/10/
IT Intern to Address Backlog of Infrastructure and Cybersecurity Projects	$26,000	$ 5,122.95	$ -	$ 20,877.05	19.70	Original ARPA funded intern started in October but moved into a permanent IT position at the schools shortly thereafter. IT has since worked with HR to recruit and hire another intern.	COVID Response	IT	COVID-19 Backlog of IT Infrastructure and Cybersecurity Projects	10/18/
Melrose Public LIbrary HVAC Upgrades	$ 500,000.00	$ 500,000.00	$ -	$ -	100.00	Funds transferred to the Library Project	Infrastructure	Library	OPCD - Melrose Public LIbrary HVAC Upgrades	3/10/
Economic Recovery Director	$ 289,085.00	$ 88,695.74	$ -	$ 200,389.26	30.70	As the City's Liaison to businesses, nonprofits, and the arts community, created an Economic Development webpage for the City to host a variety of resources and information for businesses, nonprofits and the arts community; spearheading the City's Pop-Up Program including managing the budget for the state economic development earmark being used to fund the project and liaising with commercial property owners and real estate agents to secure space. Administering Melrose's ARPA-funded Small Business and Nonprofit Recovery Grant program, as well as the Food Insecurity initiative. Conducting a comprehensive analysis of all City fees charged for various licenses, permits and City-provided services.	Economic Recovery	Mayor's	Mayor's - Economic Recovery Director	3/10/
Addressing Food Insecurity	$ 75,000.00	$ -	$ -	$ 75,000.00	0.00	$25,000 grant awarded; staff from several departments are working collaboratively with additional community partners on a project to address food insecurity utilizing the remaining $50,000.	Economic Recovery	Mayor's	Mayor's - Addressing Food Insecurity	8/11/

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ARPA Project Name	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	Project update	Type	Department	Lead Department - Title	Project Approval Date
Community Conversations Initiative	$ 26,800.00	$ -	$ -	$ 26,800.00	0.00	Consultant has been engaged and the project is kicking off this week.	Community Mental He	Mayor's	Mayor's - Community Conversations Initiative	6/23/
Small Business/Non-Profits/Cultural Sector Suport	$ 150,000.00	$ -	$ -	$ 150,000.00	0.00	$100,000 awarded to 31 small businesses; second round of the grant program opens in April.	Economic Recovery	Mayor's	Mayor's - Small Business/Non-Profits/Cultural Sector Suport	8/11/
Utility Arrearages	$ 146,084.44	$ -	$ -	$ 146,084.44	0.00	Contract with National Grid has been executed; awaiting notifications to eligible rate payers and payout of final amount. Once National Grid applys credits to low-income Melrose rate payers' accounts in arrears, the project will be complete.	Economic Recovery	Mayor's	Mayor's - Utility Arrearages	9/29/
Amazing Grace Basketball Court	$ 41,106.00	$ 10,379.56	$ -	$ 30,726.44	25.30	Parks Dept. received $41,106.00 of ARPA Funds plus $5,0000 from the 5K Your Way participatory budget for a total of $46,106.00. The total for the project was $26,805.38, $17,000.00 of which was a credit we were allowed to use from in-kind services when D&R Paving contract ended.	Infrastructure	Parks	Parks - Amazing Grace Basketball Court	3/10/
Foss Park Basketball and Playground Upgrade	$ 150,000.00	$ -	$ -	$ 150,000.00	0.00	Designs for the playground are due on January 30th for neighborhood group to review in Feb. Where we went with two pickleball courts and half basketball court instead of 3 pickleball courts, Parks Dept. was able to cover the half court out of the pickleball money leaving the full $150K towards playground	Infrastructure	Parks	Parks - Foss Park Basketball and Playground Upgrade	3/10/
Police Department Vehicles	$ 256,000.00	$ 210,951.19	$ 34,109.88	$ 10,938.93	95.70	Four vehicles are slated to be completed and delivered in March/early spring.	Public Safety	Police	Police - Police Department Vehicles	5/26/
Community Mental Health Initiative	$ 200,000.00	$ 38,218.59	$ -	$ 161,781.41	19.10	Melrose Recreation Department and Melrose Health and Human Services have continued their partnership to bring Mental Health First Aid and Mindfulness trainings to the community. This past fall, we offered 8 free classes of adult and youth mental health first aid, resulting in 126 trained residents. This winter season, we project that will reach over 100 more residents trained. With this initial investment, we have been able to build up internal and community partner based certified trainers, which will allow us to continue MHFA sustainably post-ARPA funding. Phase 2 of our program is headlined by Frank Olivieri's weekly Mindfulness classes, designed to help reduce stress and teach individuals the skills they need to cope with stress. Our winter programs have already reached capacity, projecting over 80 residents trained. Kara Showers, Melrose Health and Human Services' Prevention and Wellness Coordinator has been leading the coordination of these sub-programs within the Community Mental Health Initiative and will help us build out additional youth/teen wellness programming moving forward.	Community Mental He	Rec/Health	Recreation - Community Mental Health Initiative	3/10/
Schools Revenue Loss Replacement	$ 802,435.00	$ 802,435.11	$ -	$ -	100.00	Funds transferred to School Department	COVID Response	Schools	Auditor's - Schools Revenue Loss	9/30/
COVID-19 Disinfection	$ 128,000.00	$ 46,506.99	$ -	$ 81,493.01	36.30	Part time and temporary employees hired to continue to deliver services.	COVID Response	Schools	DPW - COVID-19 Disinfect Public Schools	4/20/
High School and Middle School Complex Elevators	$ 494,000.00	$ 24,055.00	$ 20,850.00	$ 449,095.00	9.10	Construction underway (Associated Elevator). State Earmark has been secured for this project, allowing the ARPA budget to be reduced.	Infrastructure	Schools	DPW - High School and Middle School Complex Elevators	3/22/
HVAC Study and Implementation of A/C addition at MVMMS	$ 1,050,000.00	$ -	$ -	$ 1,050,000.00	0.00	Scope and bid documents for design still underway. Expected to be bid in Spring of 2023.	Infrastructure	Schools	DPW - HVAC Study and Implementation of A/C addition at MVMMS	6/15/
Schools Asbestos Abatement	$ 90,000.00	$ 81,967.00	$ 2,600.00	$ 5,433.00	94.00	Winthrop and Franklin complete (Multiple vendors)	Infrastructure	Schools	DPW - Schools Asbestos Abatement	6/15/
School Department Closing FY22 Budget	$ 774,697.00	$ 774,697.00	$ -	$ -	100.00	Funds transferred to School Department	COVID Response	Schools	Schools - School Department closing FY22 budget	9/29/
Window Replacement at Franklin School	$ 60,000.00	$ -	$ -	$ 60,000.00	0.00					
TOTAL	**$ 7,314,510.20**	**$ 3,404,109.43**	**$ 254,610.05**	**$ 3,655,790.83**						
REMAINING UNALLOCATED ARPA FUNDS	**$ 1,059,663.80**									

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: INFO-2023-10: Request for American Rescue Plan Act (ARPA) funding update
Date: January 30, 2023

As a follow up to our presentation to the Appropriations and Oversight Committee last December, I am pleased to provide the Honorable City Council with a further update on the use of Melrose's ARPA funds, including reports on the expenditures incurred and status updates for all approved projects.

Summary of ARPA expenditures

To-date, the Mayor has approved projects totaling $7,314,510. Of this amount, $3,404,109 has been expended with a further $ 254,610 encumbered, representing 43.7% of Melrose's ARPA dollars. $3,655,791 is allocated but unspent, and $1,059,663 remains unallocated.

Since our last update, the Mayor has approved one additional project request that was urgent and time sensitive. The Window Replacement at Franklin School project will ensure the safety and comfort of our youngest learners and their teachers by addressing water leaks and heat loss due to a critical failure of a window system at the school that requires immediate attention.

Project budget amendments

Assistant Auditor Kerri Golden continues to refine budgets in collaboration with requesting department heads as projects move forward, and there have been several minor budgetary adjustments made to reflect the actual or anticipated costs. More substantively, we have increased our allocation for ARPA consultants by $15,000 (from $10,000 to $25,000) based on the number of hours we have utilized so far, and looking ahead to compliance issues that may arise as the ARPA timeframe winds down. On the other side of the ledger, the High School and Middle School Complex Elevators project has been reduced by $100,000 (from $594,000 to $494,000) based on a lower-than-expected contract bid cost and a $150,000 State earmark that will defray the cost of the project.

Project Tracking

Department heads have provided status updates for all approved projects in the accompanying spreadsheet which tracks expenditures and encumbrances by project. We will continue to track this progress on a regular basis to ensure that the City expends funds in a timely manner and that we are on track to spend or encumber all ARPA funds by the U.S Treasury Department deadlines. Should you have any questions regarding specific projects, please do not hesitate to contact me.

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DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

James Troup
Assistant Director – Administration & Finance

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: jtroup@cityofmelrose.org

September 27, 2022

To: Paul Brodeur, Mayor
Margot Fleishman, Director of Strategic Initiatives
Patrick Dellorusso, CFO/Auditor

From: James Troup, DPW Deputy Director Administration and Finance

Cc: Elena Proakis Ellis, DPW Director
Jay McNeil, Facilities Director

RE: ARPA – Custodian Services in City Schools

Please accept this memo as an update to our strategies as we continue to implement services and efforts to mitigate the spread of COVID to the most vulnerable residents of the City of Melrose. The Department of Public Works Facilities Division provides front-line services at our City Schools. Additional cleaning and disinfecting have been part of our daily routine since the outbreak of this pandemic. This service continues as this virus lingers and mutates into new variants.

The current strategy will be to utilize our approved ARPA Project Request for Custodian Services and Cleaning by creating up to three Temporary Laborer Positions which will be assigned to clean our City Schools. These positions will serve a maximum of 90 days and serve in a supplemental role as we continue to deal with the effects of COVID. There will be no effect on our Operating Budget nor will there be future requests for additional ARPA funding that has previously been assigned to these projects.

Thank you very much for your consideration. Please feel welcome to contact us with any questions you may have.

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Questions received from Councilors for INFO-2023-10:
Request for American Rescue Plan Act (ARPA) funding update

Questions from Councilor Migliorelli:

1. Sidewalk improvements - approved in March 2022 but only 10% spent to date?

Answer from DPW Director Elena Proakis Ellis:
The ARPA allocation for sidewalk improvements was intended to be $250,000 per year for three years. In Year 1, we decided to use the money toward Ashland Street (complete replacement of asphalt sidewalks with concrete) and Bay State Road. The $75,000 spent was for Ashland Street. Bay State Road was not able to be completed in calendar year 2022 as originally planned due to shortages of radial curb, which was required due to the bends in the road. We plan to complete this work in 2023 but left the money set aside for that purpose. We also intend to spend the $250,000 that was intended for 2023 during this construction season provided that materials shortages or scheduling challenges do not impact our plans.

2. *Community Mental Health Initiatives -- there was confusion at our December meeting. In a different order, Anthony said that Kara Showers was being paid from ARPA money for community mental health, but then you said she wasn't. From where has Kara's salary been paid?*

Answer from H/HS Department Director Anthony Chui:
Prior to July 1, 2022 Kara's salary was paid through a Mass in Motion Grant. Since that grant ended, she has been paid through the Health and Human Services Department's operating budget. The initial ARPA project request for the Community Mental Health initiative did not include funding a staff person. However, as Kara was playing a central role in administering the Community Mental Health initiative, I requested that she be paid from the ARPA project fund on a temporary basis (6 months) with the intention of moving her salary onto the Cannabis Fund (as proposed in APP-2023-10 Appropriation Community Prevention and Wellness Initiative). Since that appropriation did not move forward, I have updated the ARPA project budget and requested that she be paid from ARPA for the full FY23.

3. Covid sanitation -- there are 3 line items dedicated to Covid-related sanitation; one for the Schools and two for DPW. It looks like we have a total of about $100K unspent, that we're waiting on invoices on and paying temporary staff, correct? How do we have unpaid temporary staff? I don't think we're still deep cleaning schools and public buildings?

Answer from Assistant DPW Director for Administration and Finance Jim Troup:
Covid Sanitation/Custodial Supplies: I have had preliminary conversations with the Auditing Department about a strategy to use the remaining balance ($11,430.35). We will either identify invoices that have

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already been paid and transfer that expense or will place an order for custodial supplies to replenish our inventory.

Labor Costs/Additional Cleanings and COVID-19 Disinfection: Both accounts were designated as labor accounts. One account was a salary and wages account and a second was set up as an overtime account. As you may recall, we [Jim/Margot/Mayor] spoke about our strategy to employ part time and temporary custodians to maintain the expected level of service. The first Temporary Custodian was hired in early December and a second recently started. We have also brought on a few Part-time Custodians over the past two months. At the end of the temporary assignments, it is our expectation that we will be extending both Temporary Custodians an additional 90 days. The Part-time Custodians will be assessed periodically. As part of the strategy to employ Temporary and Part-time Custodians, we projected costs at approximately $70,000. The balance could be reallocated. I have attached a memo (from September) that outlined the request.

Questions from Councilor Williams:

1. Traffic Calming: When I spoke to the traffic calming consultant in October, he said no work had progressed on this from our side, and that individual actually left his company a few weeks ago. Can you please ask for updates on this project and be ready to discuss progress in detail?

Answer from DPW Director Elena Proakis-Ellis:

Since I was spearheading this project, progress has been on hold until I have a chance to re-engage. We had started out strong with finalizing the scope, getting the contract signed, and having a couple of meetings to agree on the approach. But they had some more detailed asks that I wasn't able to provide with my present schedule, and Vonnie did not think it was appropriate to move forward without me given my institutional knowledge on this topic. The project manager leaving the consulting company also has slowed us down. We plan to resume work on this project in February when I'm back in the office a little more often.

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Ghobrial, Andrew

From: Fleischman, Margot
Sent: Monday, December 5, 2022 3:57 PM
To: City Council
Cc: *Mayor Brodeur; Dello Russo, Patrick
Subject: Materials for December 8 A&O meeting
Attachments: ARPA Update to City Council December 2022.pdf; ARPA Update Slides December 8, 2022.pdf; Finance Report to the City Council Slides December 8 2022.pdf; FY22 Free Cash update.pdf; 10 year General Fund Debt Plan.pdf; ARPA Approvals by Dept to date 10.18.22.pdf

Good afternoon Councilors,
Please find attached the following presentation materials and memos provided in advance of the A&O meeting this Thursday, December 8:

- **INFO-2023-10:** Request for American Rescue Plan Act (ARPA) funding update
  - **ARPA Update memo and slide presentation; ARPA approvals spreadsheet**
- **INFO-2023-11:** Update on the Status of the City of Melrose's Finances
  - **Finance Report slide presentation and 10-year General Fund Debt Plan**
- **INFO-2023-12:** An Update on the Status and Usage of Free Cash in the City of Melrose
  - **Free Cash update memo**

As always, should you have any questions, please do not hesitate to reach out.
Best,
Margot

Margot Fleischman
(She/Her/Hers)
Chief of Staff
& Director of Strategic Initiatives and Communications
Office of Mayor Paul Brodeur
Melrose City Hall
562 Main St
Melrose, MA 02176
(781) 979-4440

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on use of American Rescue Plan (ARPA) funds
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a further update on the use of Melrose's ARPA funds, including funds that have been spent or committed for specific projects. As you know, the City of Melrose has received total of $8,374,174 in federal ARPA grant dollars. All ARPA grant funds must be spent or encumbered by December 31, 2024.

Approved ARPA projects

Since the last update to the Council, the following ARPA projects have been approved by the Mayor and CFO Patrick Dello Russo. Together with projects previously approved, this represents $7.3 million investments in COVID-19 response, critical infrastructure, and organizational capacity.

• Schools Asbestos Abatement	$90,000
• Community Conversations Initiative	$25,000
• COVID-19 Sanitization-Custodial	$65,000
• COVID-19 Disinfection (Schools)	$128,000
• Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	$40,000
• HVAC Study and Implementation of A/C addition at MVMMS	$1,050,000
• Tremont Fire House Update	$151,205
• ARPA - Administration	$4,500
• Addressing Food Insecurity	$75,000
• Small Business/Non-Profits/Cultural Sector Support	$150,000
• Police Department Vehicles	$256,000
• Fire Department Vehicles	$120,000
• Replacement Vehicle to Deliver Services (DPW)	$23,000
• School Department Closing FY22 Budget	$774,697
• Address COVID-19 Backlog of IT Infrastructure and Cybersecurity Projects	$26,000

A complete list of all ARPA project approvals is attached to this memo and is also available on the City of Melrose webpage at: **www.cityofmelrose.org/mayor/pages/ARPA**

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Budgetary Adjustments

As part of our regular tracking of ARPA project expenditures, Assistant Auditor Kerri Golden and I have periodically reviewed approved projects and, in consultation with the relevant department heads, have made budgetary adjustments as appropriate.

In cases where the amount originally budgeted exceeded what was necessary, those excess funds have been released back to available ARPA funds to be used for another project subject to the Mayor's review and approval. All budget adjustments have been reflected in the budget documents provided to the Council and posted on the City of Melrose website. The following projects have been adjusted since our last update to the Council:

	Original	Revised
• Social Services Coordinator	$213,847	$200,330
• Economic Recovery Director	$417,000	290,000
• At-Home COVID tests	$30,000	$1,824

ARPA expenditures to-date

As of November 30, 2022, the City has expended $3,189,685 of our ARPA allocation and has encumbered a further $392,804.

Temporary moratorium on new ARPA allocations

Given the current financial uncertainty, including the potential impact of rising inflationary pressure on both labor and material costs, as well as the School Department structural deficit, the Mayor has chosen to reserve the remaining $1.05 million in order to provide for maximum flexibility in the year ahead. However, it remains a high priority for the City to spend or allocate all ARPA funds by the December 2024 deadline.

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ARPA Update

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ARPA Basics

- Federal grant to the City in the amount of $8,374,174 – based primarily on population.
- All funds must be spent or encumbered by December 31, 2024.
- Administered by the Mayor in consultation with CFO and staff taskforce.
- Advised by consultants from the accounting firm of Clifton Larson Allen, LLP.
- Audited as part of the City's annual single audit and subject to future federal audit.

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Members of the Mayor's ARPA Staff Taskforce

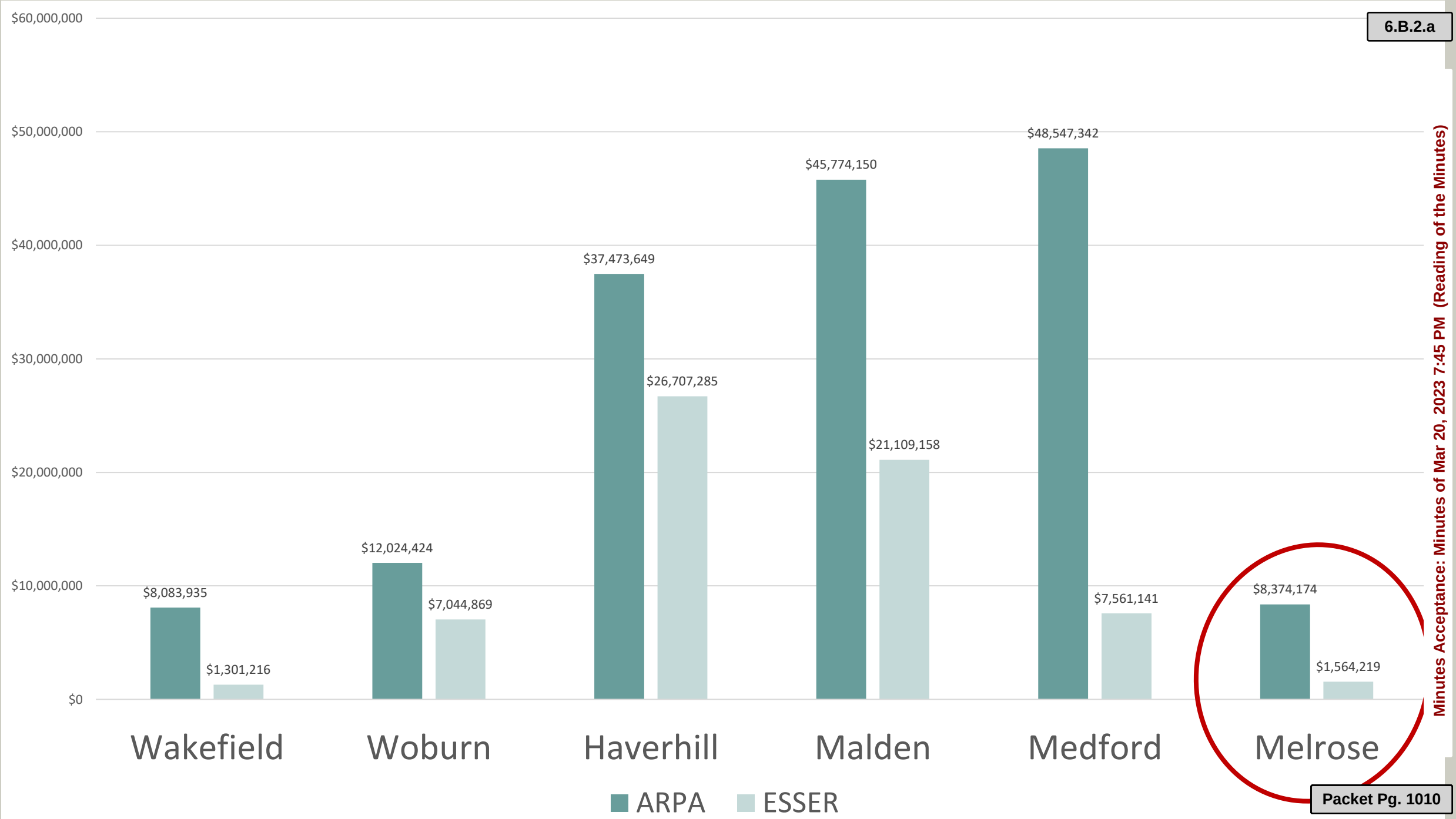
- Patrick Dello Russo (CFO)
- Kathryn Armata (Treasurer/Collector)
- Kerri Golden (Auditor's Office)
- Denise Gaffey (OPCD)
- Chief Ed Collina (Fire)
- Chief Mike Lyle (Police)
- Allan Alpert (Emergency Management)
- Margot Fleischman (Mayor's Office)
- Neal Ellis (IT)
- Elena Proakis Ellis (DPW)
- Jim Troup (DPW)
- Jay McNeil (DPW)
- Anthony Chui (HHS)
- Leia Secor (School Finance Dept)

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Federal Relief Aid Regional Comparisons

Community	Population	ARPA	ARPA per capita	ESSER	ESSER per student
Wakefield	27,045	$8,083,935	$299	$1,301,216	$392
Woburn	40,228	$12,024,424	$299	$7,044,869	$1,640
Haverhill	64,014	$37,473,649	$585	$26,707,285	$3,451
Malden	60,470	$45,774,150	$757	$21,109,158	$3,460
Medford	57,341	$48,547,342	$847	$7,561,141	$1,879
Melrose	**28,016**	**$8,374,174**	**$299**	**$1,564,219**	**$417**

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Mayor’s Priorities

- Identifying the areas of greatest need and relevance for Melrose’s economic and public heath recovery, including mental health and wellness
- Making much needed investments in City infrastructure
- Maintaining financial stability

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ARPA Approvals To-Date

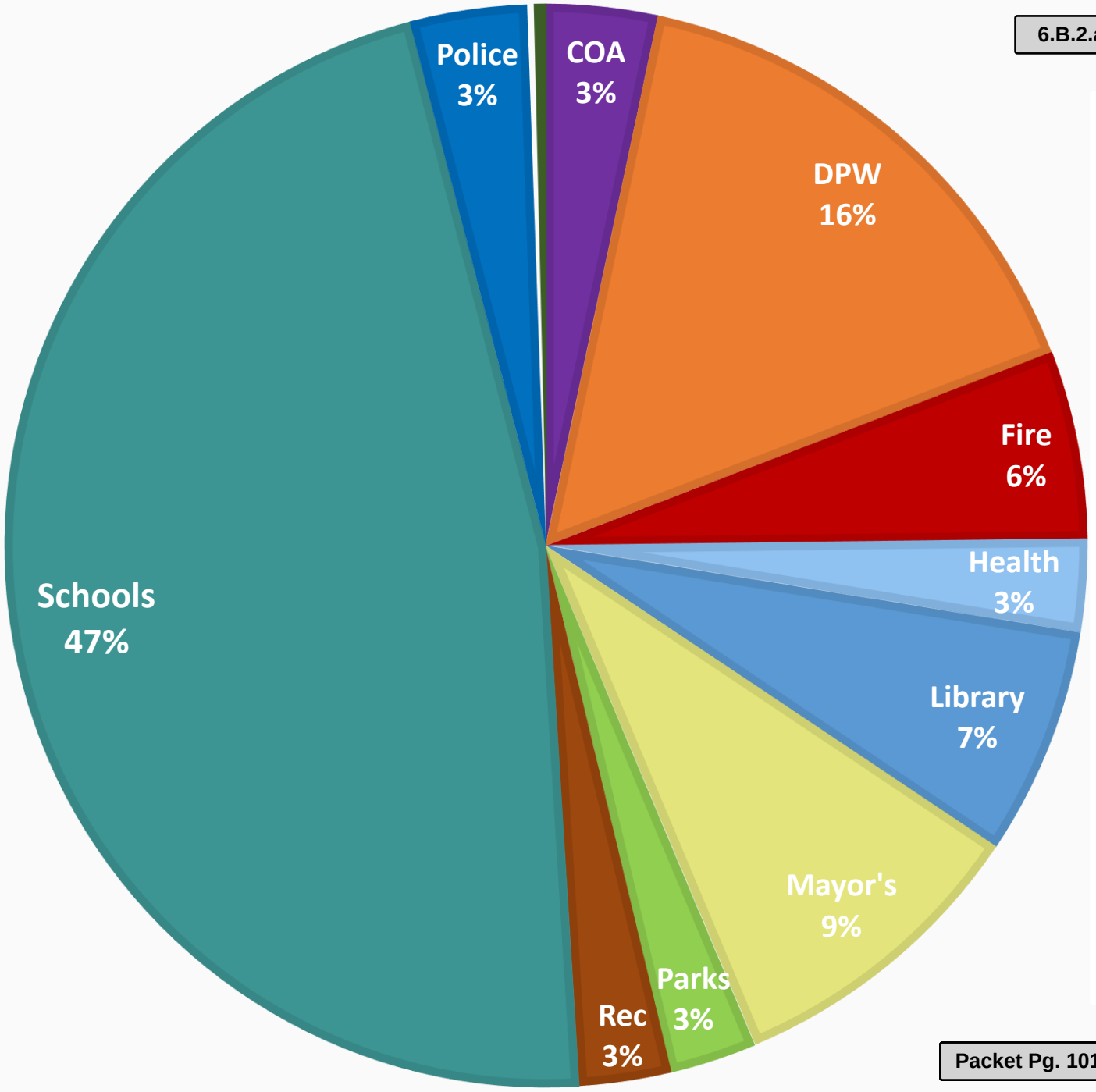
34 projects from 12 departments

$7.3M allocated

$1.05M unallocated

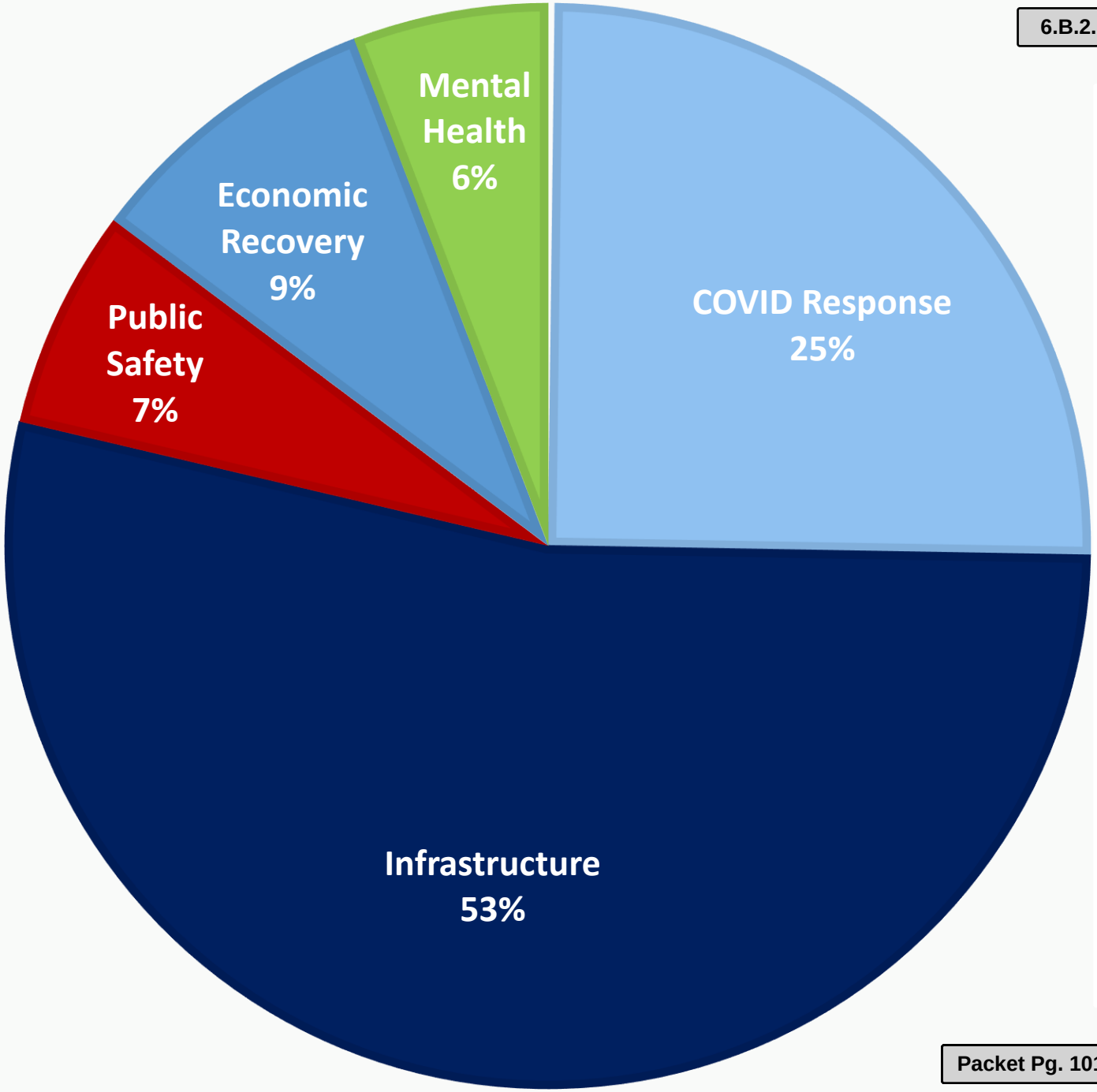
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ARPA Allocations By Department



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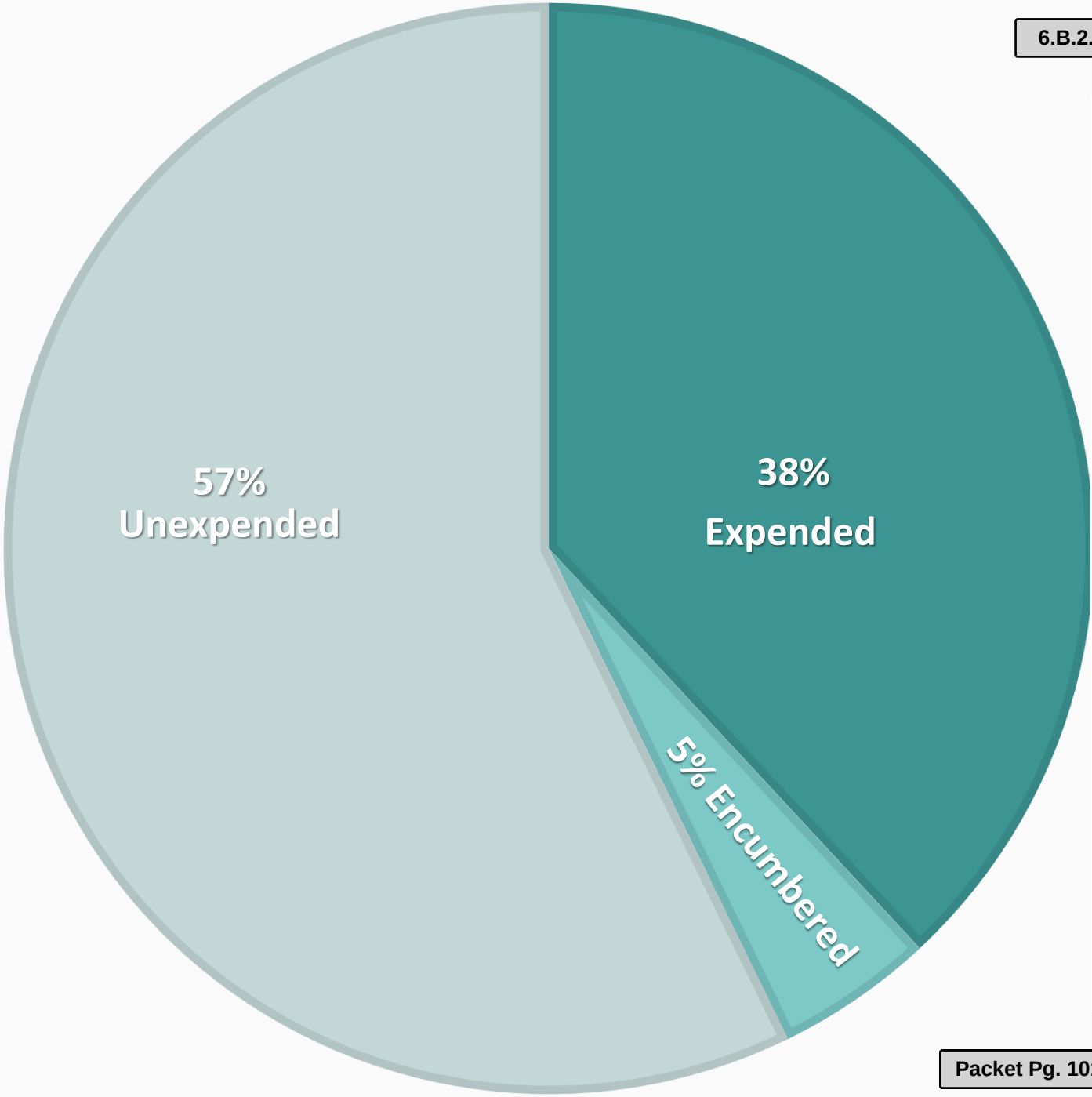
ARPA Allocations By Type



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ARPA Expenditures To-Date:

43% Expended or Encumbered



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$3.4 million ARPA funds invested in Melrose Public Schools

Schools Revenue Loss Replacement	$	802,000.00
COVID-19 Disinfection/Custodial Needs	$	128,000.00
HVAC Study and Implementation of A/C at MVMMS	$	1,050,000.00
Schools Asbestos Abatement	$	90,000.00
School Department Closing FY22 Budget	$	774,697.00
High School and Middle School Complex Elevators	$	594,000.00

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Thank you!

www.cityofmelrose.org/mayor/pages/ARPA

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Financial Update

MELROSE CITY COUNCIL APPROPRIATIONS & OVERSIGHT COMMITTEE MEETING

DECEMBER 8, 2022

Patrick Dello Russo

CFO and City Auditor

Kathryn Armata

Treasurer/Collector

Sarah MacLellan

Chief Assessor

Kerriann Golden

Assistant Auditor

City of Melrose Finance Team

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What we will cover tonight:

- Budget Snapshot
- Impact of Proposition 2 ½
- New Growth & Free Cash
- Impact of School Department deficit
- Tax Levy Limit
- Capital Needs
- Debt Model

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Some terms and what they mean:

Tax Levy – The revenue a community can raise through rea personal property taxes.

Prop. 2 ½ – A Massachusetts law enacted in 1980 that places strict limits on the amount of property tax revenue a community can raise through real and personal property taxes.

Tax Levy Limit – The maximum amount a community is allowed to raise through property taxes in a given year, based on 2.5% growth of the prior year's Levy Limit plus new growth.

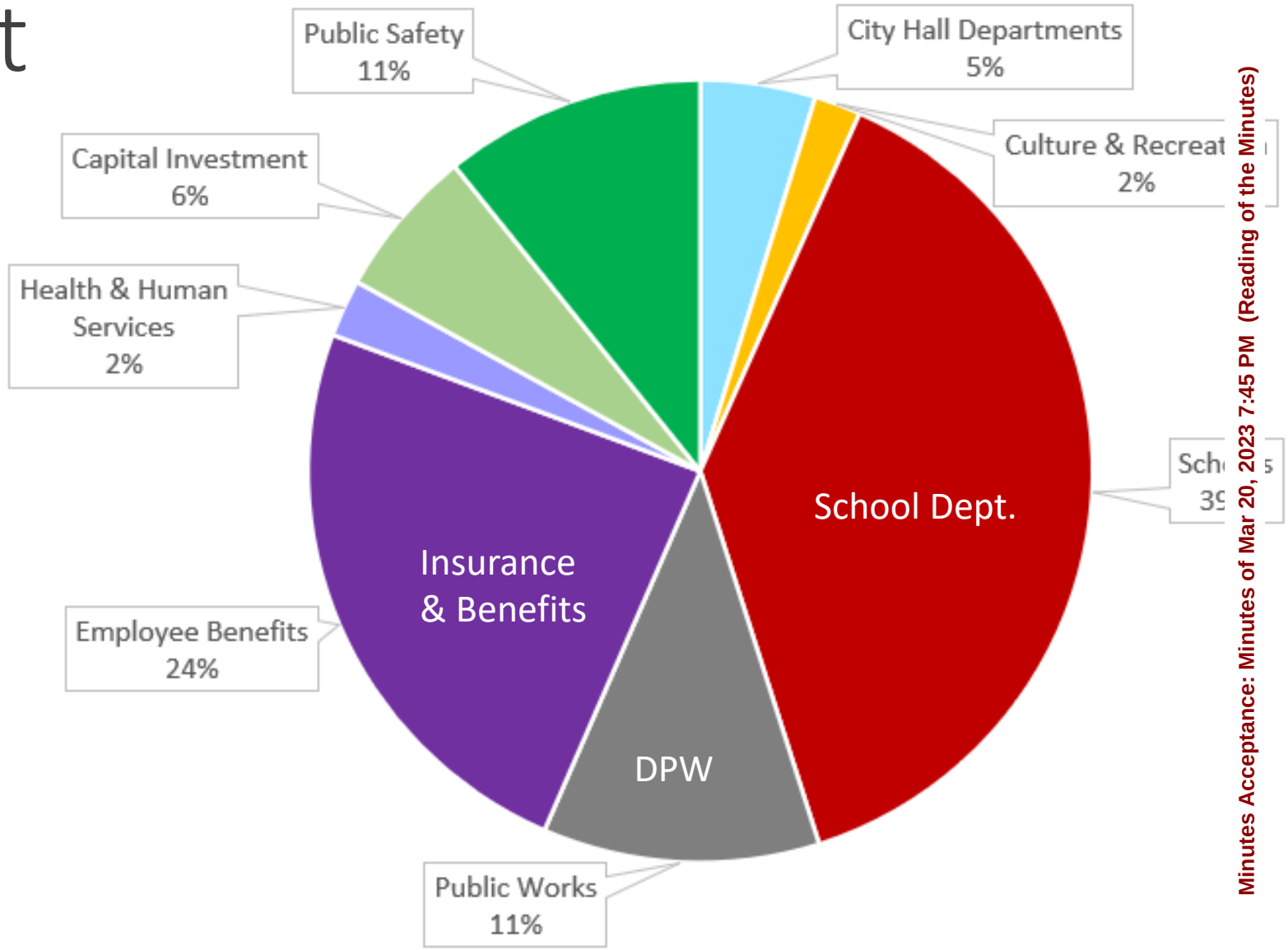
New Growth – The increased value of new development and other growth in the tax base that is not the result of revaluation. A portion of this value is applied to the levy limit.

Override – A permanent increase in the Levy Limit of a community above the allowable 2.5% growth. Requires a majority vote at the ballot.

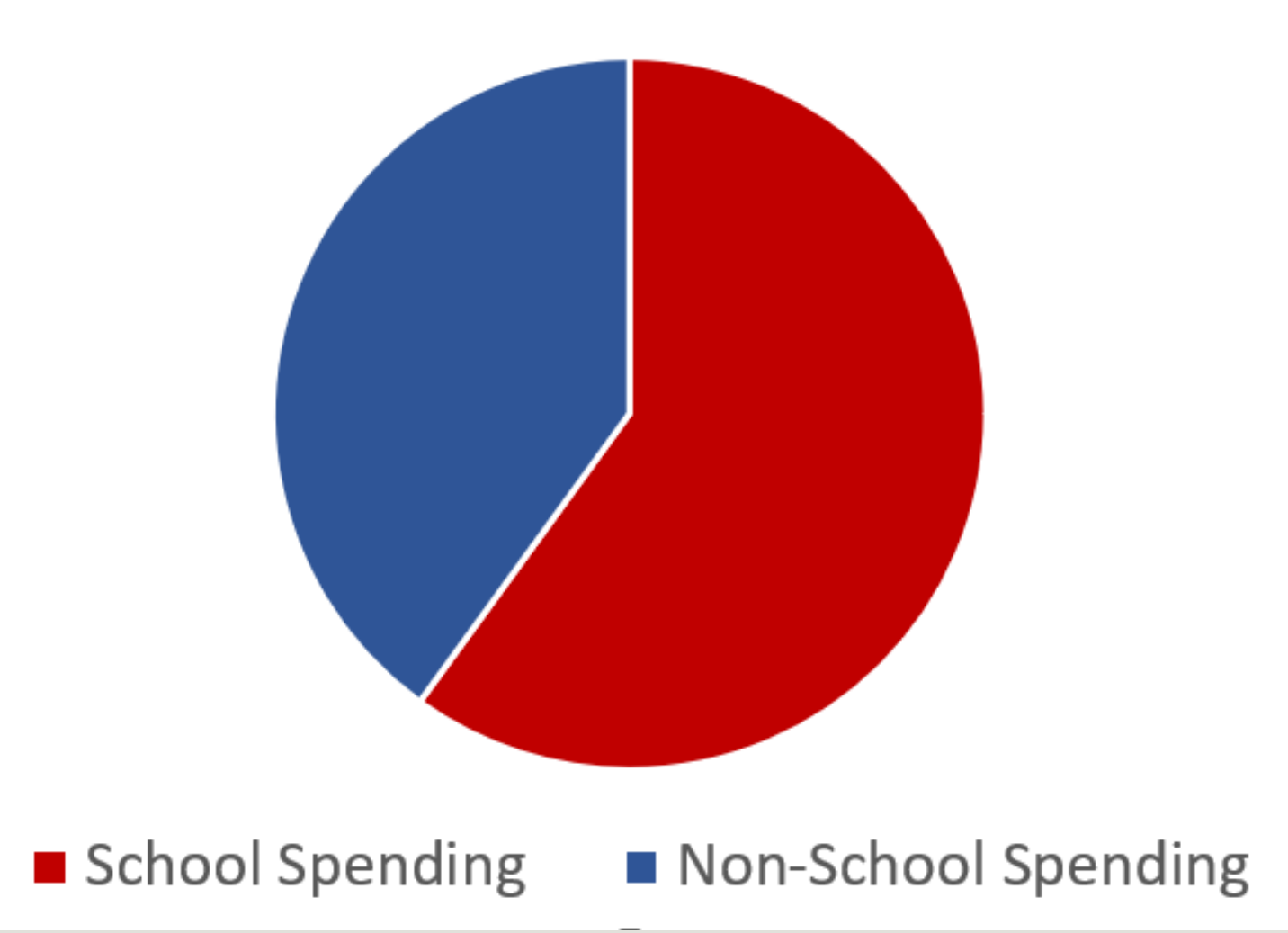
Free Cash – Funds certified annually by the state that come from municipal revenues being greater than expected and/or expenses being less than budgeted.

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Budget Snapshot



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School spending includes costs carried within City budgets:

- Facilities Division of DPW supporting the Schools
- Insurance and Benefits for School Employees
- Debt service for School facilities

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How does Prop. 2 ½ affect our finances?

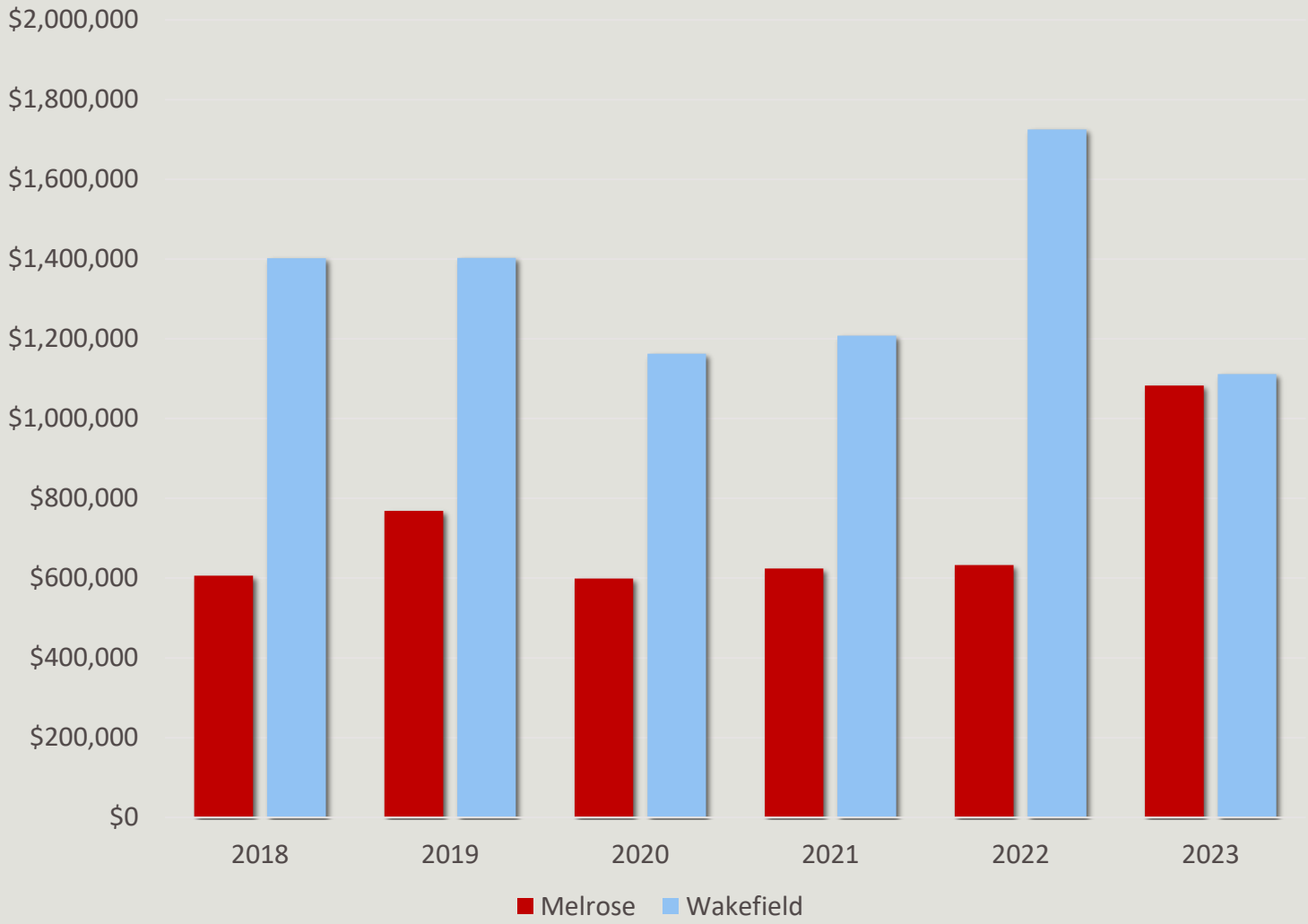
We can only increase our tax revenue by 2.5% of last year's Levy Limit + New Growth

We tax to the Levy Limit so we cannot increase taxes beyond that without an override

Annual operating budget increases must fit within next year's Levy Limit

The majority of year-over-year budget increases are non-discretionary costs

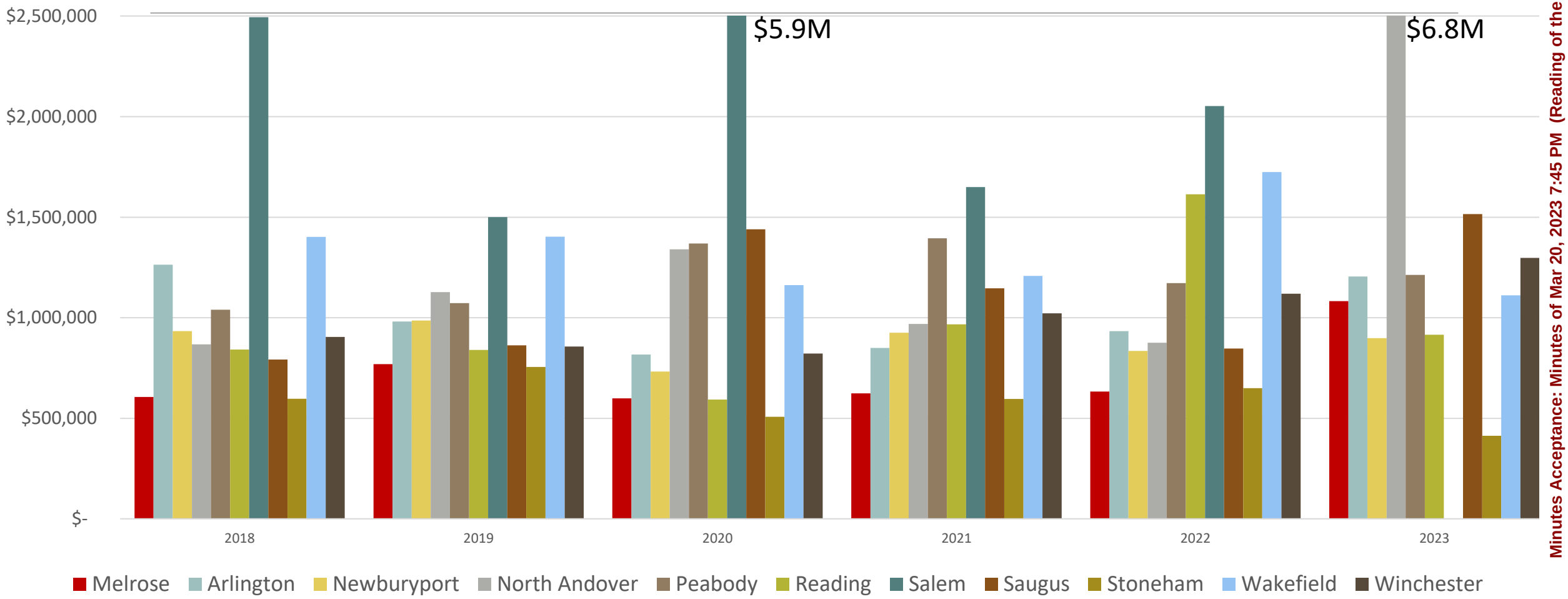
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New Growth Comparison to Wakefield

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10 Community New Growth Comparison



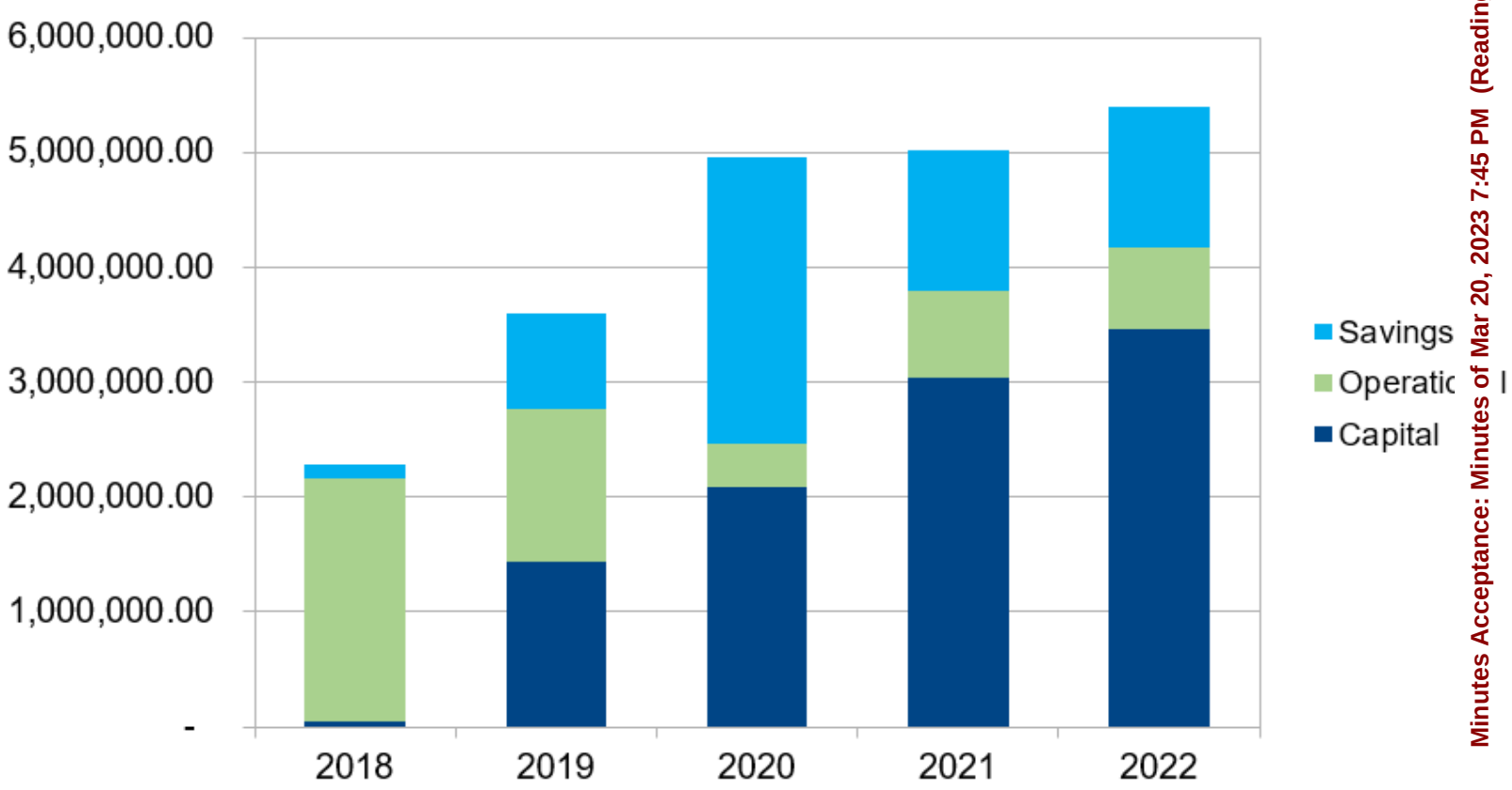
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Melrose Free Cash – past 5 years

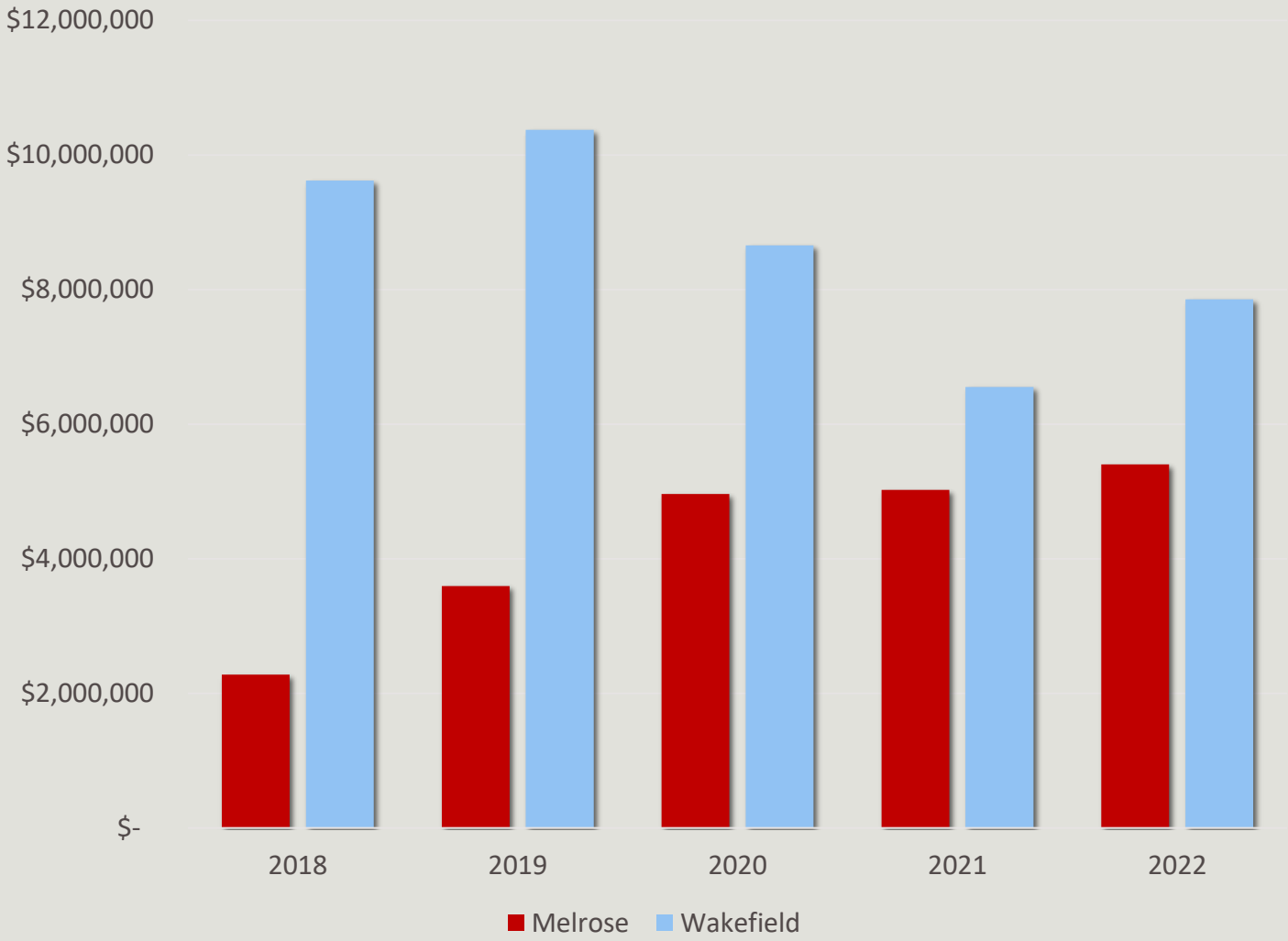
SAVINGS: stabilization funds, affordable housing trust

OPERATIONAL: snow/ice, software, trainings, etc.

CAPITAL: buildings, vehicles, playgrounds, trees, equipment, etc.



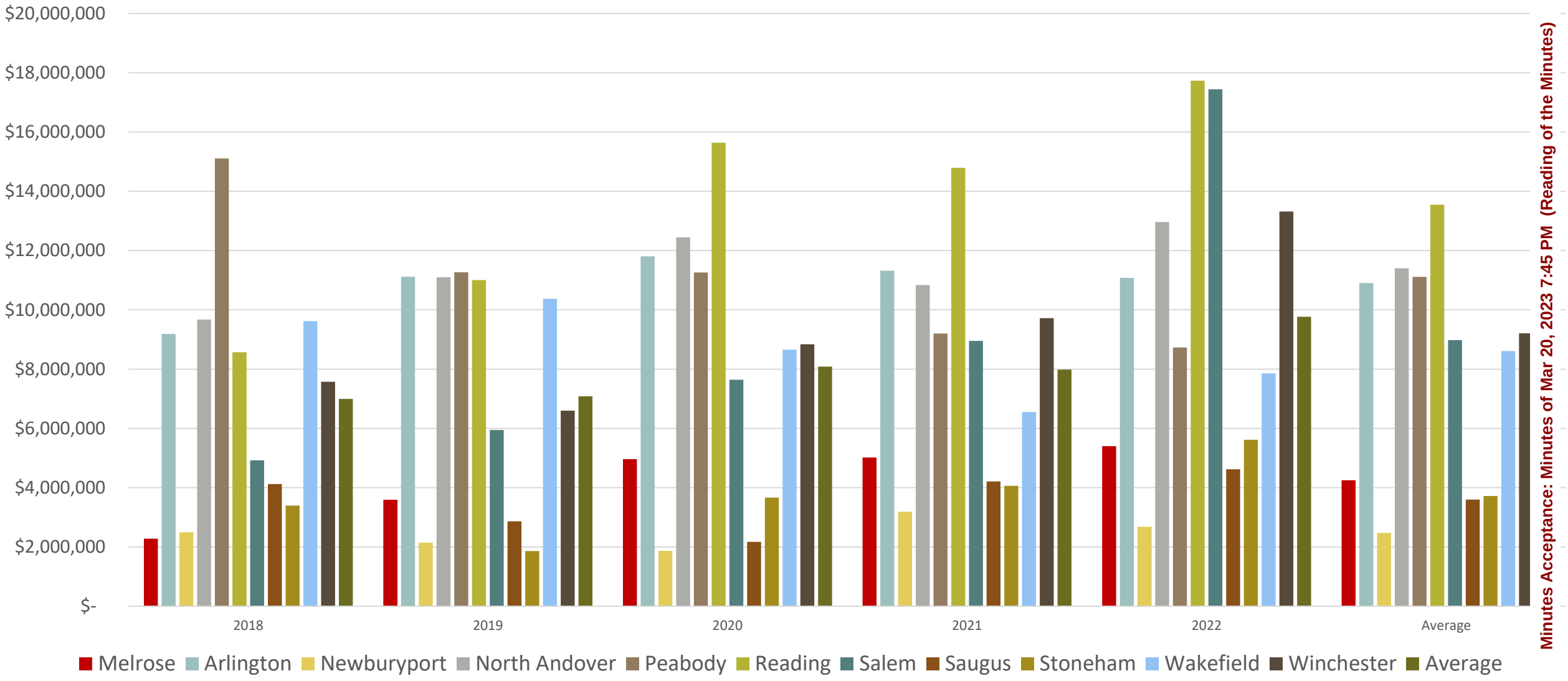
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Free Cash Comparison to Wakefield

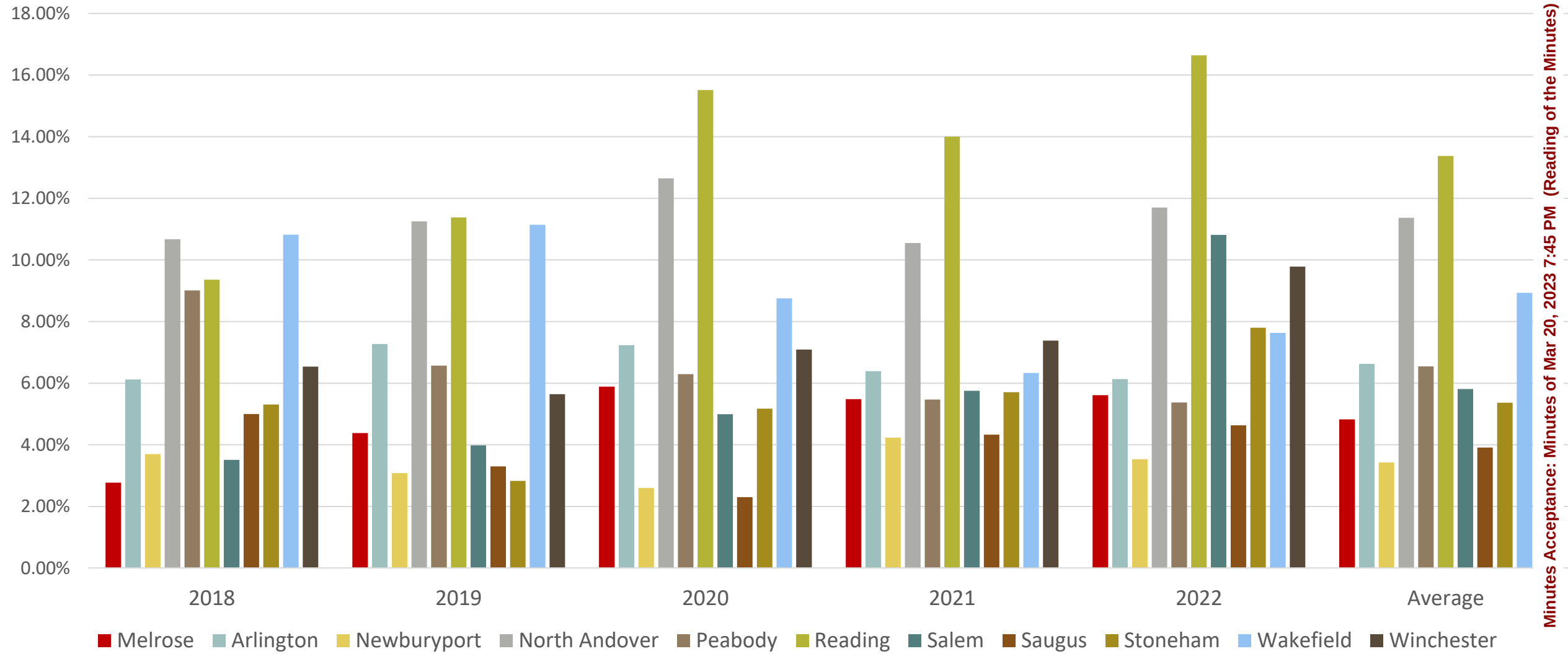
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5 Year Free Cash Comparison ($)



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5 Year Free Cash Comparison (%)



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FY22 School Department Deficit

Major Cost Overrun Drivers, according to CLA Consultants:

- $2.1 million of Special Ed cost overruns
  - $700K – Transportation
  - $1.48 million – Tuitions
- Remainder can be accounted for by the teacher coverage costs that were charged to paraprofessional lines. Teachers were required to stay home up to 10 days after contracting COVID-19 and the district had to provide coverage.

FY22 deficit closed using federal education relief and ARPA funds

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School Department structural deficit expected to continue

Potential funding sources:

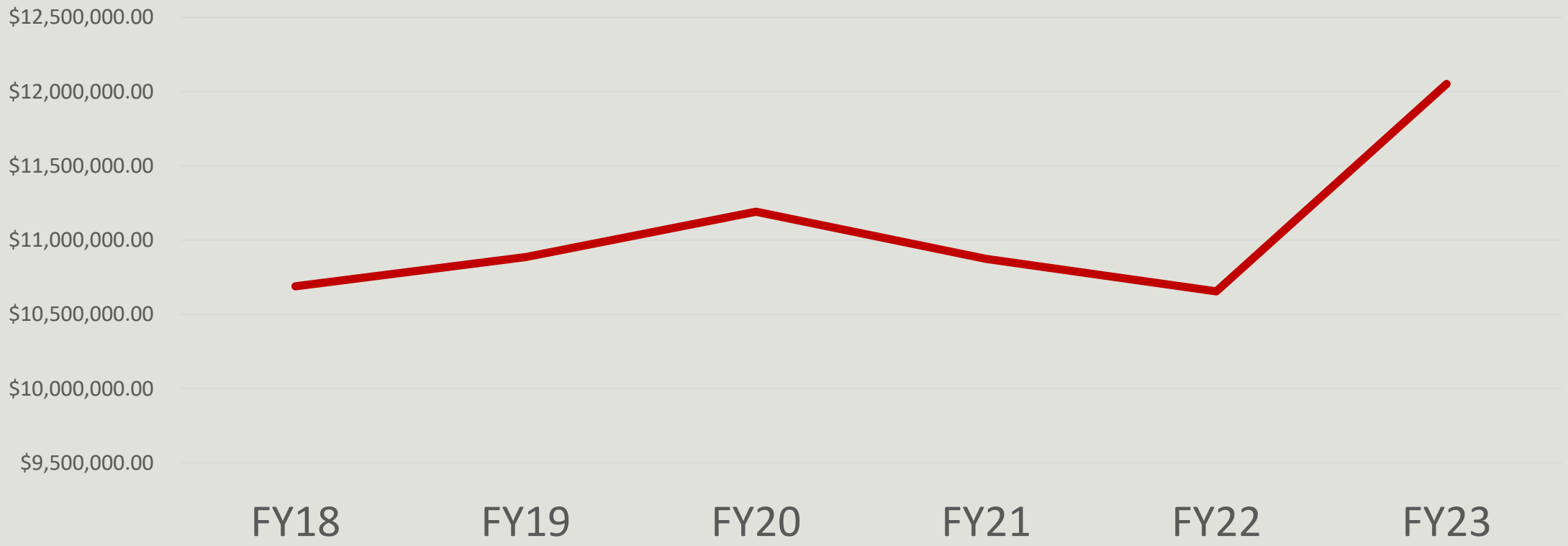
- Free Cash
- Contract Stabilization Fund/Special Education Stabilization Fund
- ARPA
- Other funding sources if available

Potential increased revenue sources:

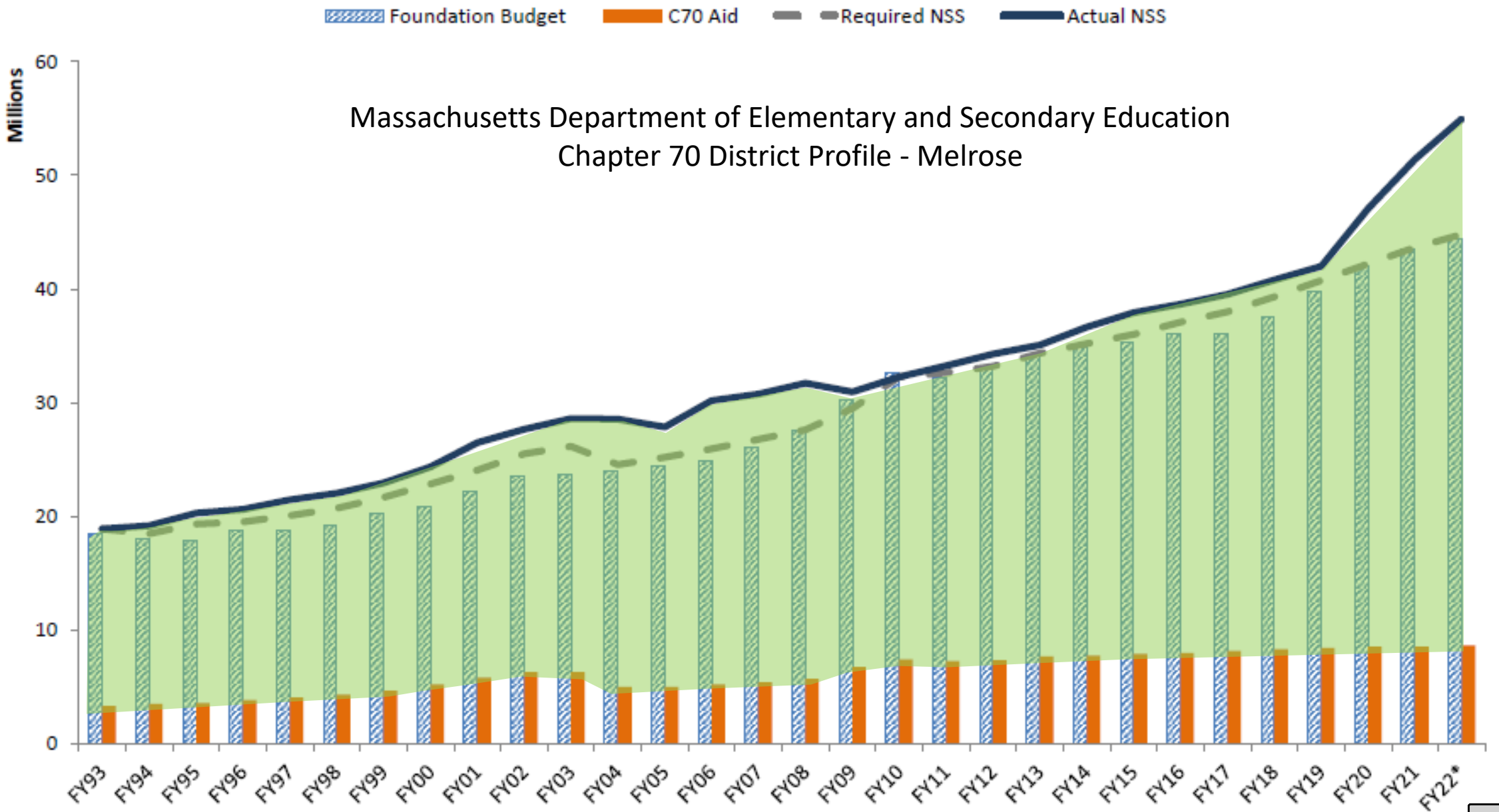
- State aid (Student Opportunity Act)
- Comprehensive fee study
- Continued re-development to support new growth

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Net State Aid



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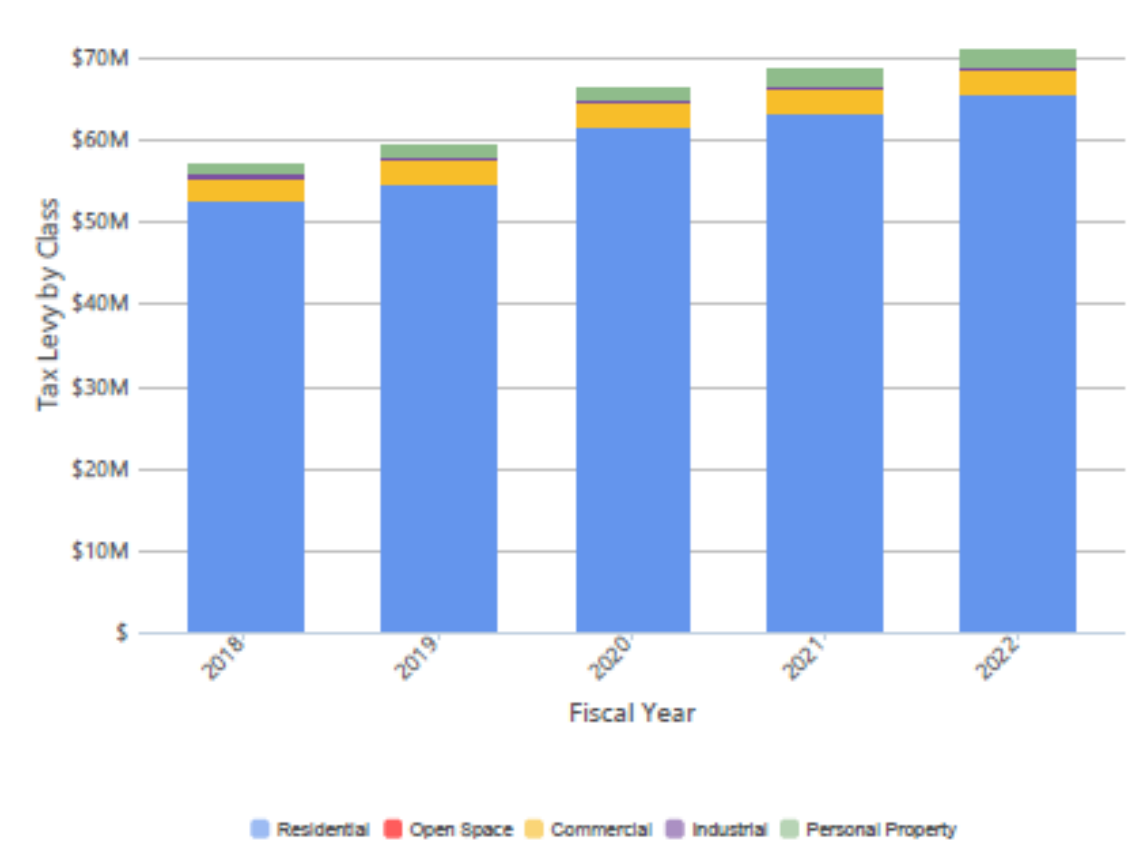


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Fiscal Year	Levy Limit w/o Debt & Capital Exclusions	Maximum Levy Limit	Total Tax Levy	Excess Levy Capacity	Excess as a % of Maximum Levy
2019	$57,521,943	$59,397,799	$59,375,238	$22,560	0.04%
2020	$64,738,724	$66,629,218	$66,627,306	$1,911	0.00%
2021	$66,981,117	$68,878,709	$68,877,944	$765	0.00%
2022	$69,288,556	$71,196,790	$71,171,656	$25,134	0.04%

We continue to tax to the maximum allowed by law

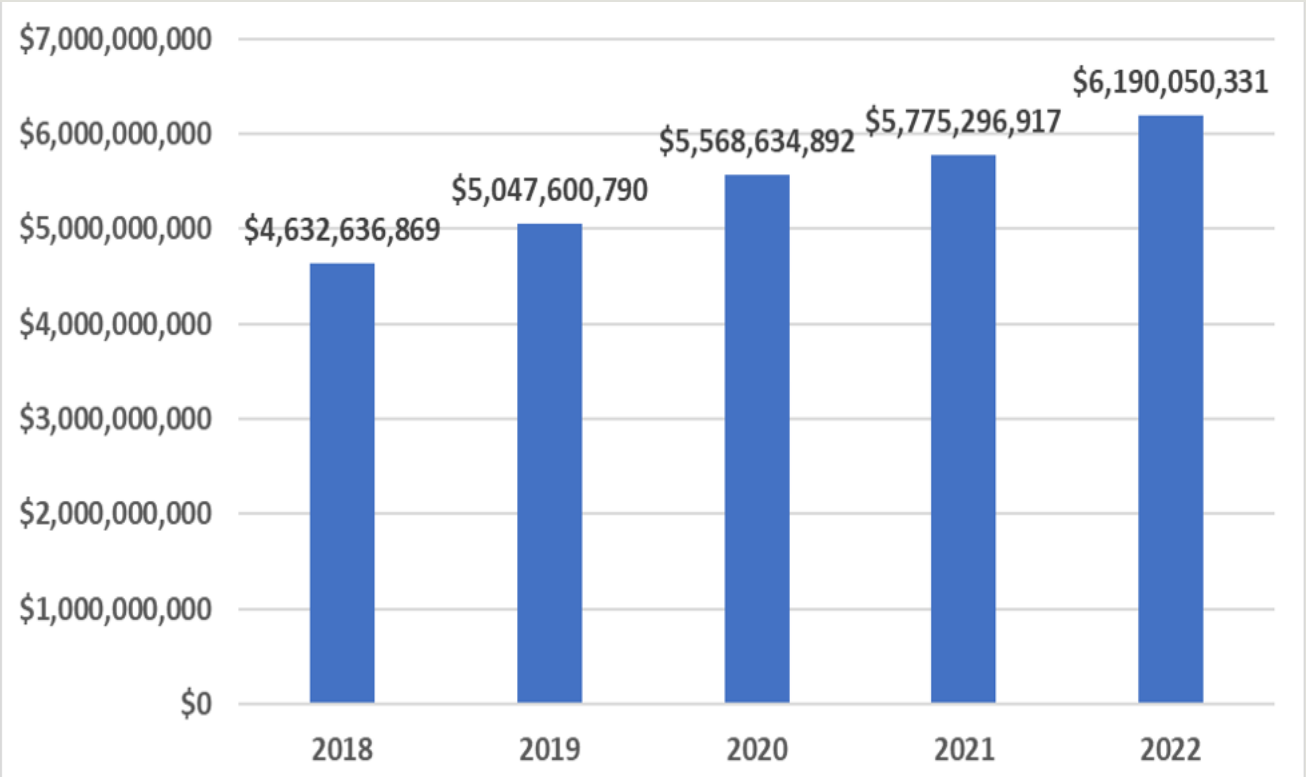
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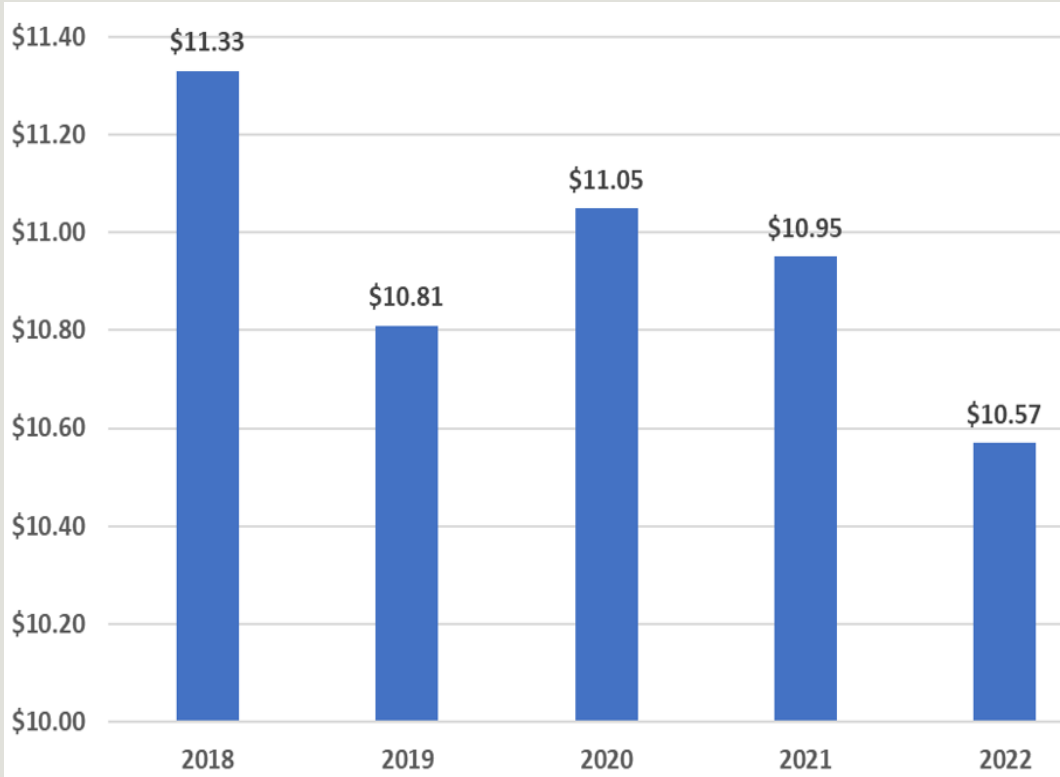
In Melrose, 92% of taxes are paid by residential property owners

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As property values rise, tax rates fall



Total Value of Residential Properties in Melrose



Residential Property Tax Rate (per $1K assessed value)

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FY24 Tax Levy Limit Estimate (excluding debt exclusion amount):

Based on Prop. 2 1/2, Melrose's tax levy will grow approximately **$2.3 M next year**:

FY23 Tax Levy Limit:	$72 million
2.5% Increase:	$1.8 million
New Growth*:	$500,000

This is the additional amount we will have next year to support all departments across both City and Schools.

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Capital Needs

- FY24-FY28 capital planning process has just kicked off with department heads
- Collins Center consultants will work with our Finance team to determine the City's financial capacity to fund capital and will create a multi-year Capital Investment Strategy
- School Department structural deficit will be factored into this plan
- In FY24 will prioritize most urgent capital needs (e.g., Police/Fire radios and antenna system)

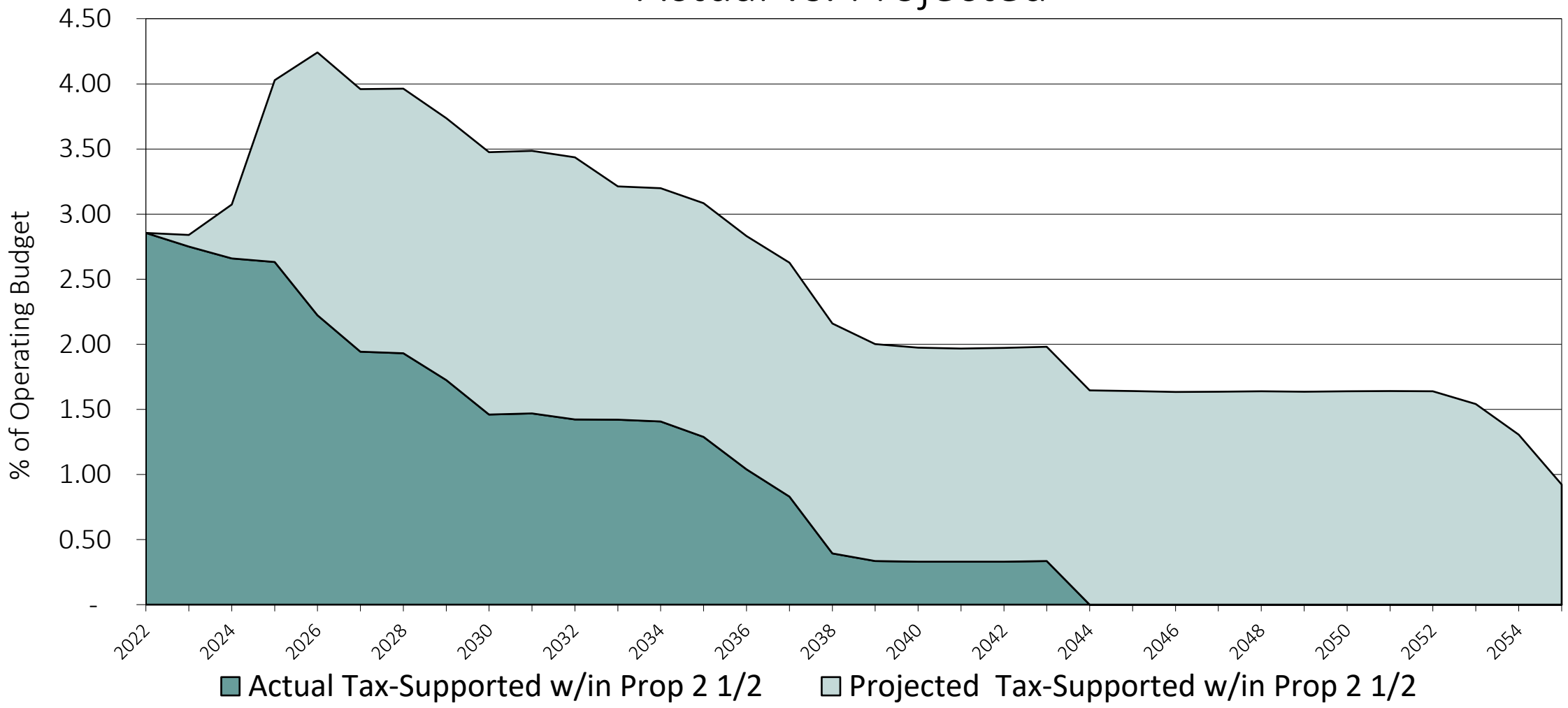
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Debt Management

- We continue to project new non-exempt debt will stay below our limit of 5% of operating budget.
- In the fiscal years ahead, we will still have borrowing capacity to bond necessary projects
- Any new exempt debt for a large project (e.g., Public Safety Buildings) would be outside of the Prop. 2 ½ limitation and would require a “debt exclusion” vote at the ballot.

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Tax-Supported ("non exempt") debt within Proposition 2 1/2
Actual vs. Projected



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The Finance Team looks forward to returning in January to provide:

- Mid-year FY23 Budget update
- FY23 Free Cash (assuming certified by DOR)
- Mid-year update on Local Receipts
- Any updates regarding state funding

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QUESTIONS?

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on FY22 Free Cash appropriations
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a status update on the use of Fiscal Year 2022 Free Cash appropriations, as follows:

Order 2022-77: Memorial Hall Building Envelope ($1,500,000)

The Memorial Hall Building Envelope Restoration Project is well underway. Construction is currently occurring simultaneously on all three primary elements of the project: the roof replacement, the window restoration, and the masonry repointing. The current projection is that the construction will be completed by June of 2023. So, in terms of expending the free cash portion of the funding for this project, the expectation is that the funding will be spent by the end of Fiscal Year 2023.

Order 2022-87: Police Chief Search ($30,000) – complete

Order 2022-89: Police - Replacement hire cost ($151,200)

Police Salary and Wages	$63,000.00	**complete**
Police Firearms and Ammunition	$3,600.00	**complete**
Police Uniforms	$65,000.00	remaining balance is 24,422.87
Police Academy Tuition and Training	$19,600.00	**complete**

Order 2022-108: Replacement Fred Green Turf ($600,000)

There has been a delay at Weston and Sampson, due to the consultant who was working on the RFQ for Fred Green Field having retired. As of the end of November, Weston and Sampson has committed to delivering the pricing and RFQ to the City by the end of this week. Based on that timeframe, DPW would expect the bidding process to be moving forward promptly, with the objective for the field to be ready by the beginning of September 2023.

Order 2022-114 – DPW Easement ($48,000) – complete

Order 2022-132 – Stabilization Balances ($1,225,000) – complete

Order 2022-130 – Snow and Ice – ($341,621.03) – complete

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Order 2022-134 IT Phone System, Cameras & Social Media Archiving ($270,000)

1. School VoIP project: $100,000 of this cost is for the School Telephone Replacement project. Additionally, there were $60,000 of implementation and engineering costs that were slated for this project. IT has not paid for all expenses related to this project.

2. Middle School Camera system: This project is in process. It is about 80% complete. IT just paid an invoice for roughly $64,000 and will pay the rest after completion (roughly $40,000).

3. Social Media Archiving: IT is working with City Solicitor Phillips and other Department Heads and School Admin staff who have social media accounts to get control of them and get them archived in our new system. $20,000 of this has been paid to Jatheon for the software.

Order 2022-135: DPW

1. New Vehicles ($482,000.00) – This funding, along with another $90K in free cash from the Sewer Enterprise Fund, was for replacement of six vehicles: Roll-off (#17), three light dump trucks (#33, 55, and 57), and two pick-up trucks (#39 and 46). To date, we have ordered the new roll-off vehicle, with expected delivery in spring 2023, as well as the two pick-up trucks. Following extensive research on electric and hybrid vehicle options, we determined that the only vehicle that could be electric was one of the pick-up trucks that will not be used for plowing snow. Therefore, one of the two pick-up trucks we have ordered is a Ford Lightning. For the remaining three light dump trucks, we have been working with multiple state vendors to identify available new vehicles that meet our specifications and hope to successfully complete those orders within the next two months.
2. Trees ($70,000) – This money is for tree planting in spring 2023 and thus has not yet been spent. We planted about 100 trees in fall 2022 using most of the remainder of the prior free cash allocation.
3. Traffic Calming ($70,404.57) – we have ordered RRFBs for the first list of locations that we prioritized, which totaled about $50K of the approx. $70K allocation. We are awaiting delivery.
4. MHS Bathrooms Design ($150,000) – we are working on an RFQ to hire a design consultant, which we hope to have out by January 2023.
5. Cemetery lowering device ($10,620.65) – this item has been purchased and the allocation is spent.

Order 2022-136: Recreation – Vehicle, Software, Community Services ($75,967.40)

1. Rec Vehicle ($47,077.40) – Rec Department is in the process of having its order filled for a 2023 Ford F-150 Lightning. Ford is currently completing a custom build and delivery is expected in February or March of 2023. Upon delivery we will be paying the invoice in full. After the disbursement for the recreation vehicle all funds will be exhausted.

2. Recreation Online Registration Software ($10,000) – These funds have been expended and Rec has launched our new online registration system called Civic Rec. You can view the new system on the Recreation website.

3. COA fobs and media repair ($13,890) – COA Director Minchello is working to repair the speaker; the latest attempt is in the final stages with an upcoming repair date. She is coordinating on the

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media equipment and the fobs with the IT Department and has options and quotes for listening devices but is waiting to purchase in case it is best to tie into the virtual technologies.

4. Memorial Hall elevator controls ($5,000) – The elevator software upgrade groundwork was completed in November (10% of the project). The software had technical issues so the installation of the software is anticipated to start in January 2023.

Order 2022-137: School – Medicaid reimbursement ($75,000); Microscopes, Curriculum, Uniforms, Golf Cart ($192,000)

1. Medicaid Reimbursement $75,000 – **complete** – These funds were received and applied to the general FY22 operating budget as an offset as budgeted.
2. Literacy Curriculum (Savvas) ($100,000) – $99,980.39 has been expended – Elementary English language Arts materials have been purchased and received. The total program cost is $449,883.61. MPS was awarded a competitive grant in the amount of $179,943.74. The District will request an additional contribution from the City in the amount of $169,959.48 for FY24.
3. Microscopes ($30,000) – In progress, funds have been encumbered based on a quote for $28,716.75.
4. Utility Vehicle ($12,000) – In progress, gathering three quotes from vendors.
5. Uniform Replacement ($50,000) – In progress, approximately $24,695.77 has been encumbered based on quotes/invoices.

Order 2022-138 Various Departments ($76,400)

1. Health and Human Services Department (rodent control $28,000) – grant funds were received to allow this project to move forward without using City funds.
2. City Solicitor (professional services $25,000) – funds have been expended.
3. Auditor's Office (office equipment $10,000) - $ 556.74 has been expended to-date, with the remaining amount available for this Fiscal Year for any department(s) with a need for new furniture.
4. Fire Department (mattresses $10,000) – The Fire Department ordered the replacement of 20 bedding materials throughout all 3 fire stations from Mattress Firm. At the end of the week of November 14th, all materials were received and distributed throughout the stations. According to the FD Finance Administrator, the firefighters are very grateful that we were able to do this for them. She is awaiting the invoice from Mattress Firm which will be paid upon receipt.
5. Elections Department (equipment and banner $3400) – $3,93.94 was expended for election banners. They were ordered, invoiced/paid and used in the last two elections. According to the City Clerk, these have been very well received by voters.

Order 2022 – 133 Pine Banks Parking Lot paving ($34,010.35)

Per the funding agreement between Malden and Melrose, the City of Malden has made an equal appropriation for this project; the Pine Banks Trustees are working with their engineering firm to finalize the project design based on this budget. They anticipate that the project will be done in Spring 2023.

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CHART - 1		City of Melrose			
DRAFT	**Ten Year General Fund Debt Plan Review**				
12/5/2022		**Department of Finance**			
				Projected	
	Year	**Net Debt**	**5% Limit**	**Budget**	**Percent**
	2022	**$2,855,696**	**$4,550,026**	**$91,000,522**	**3.14%**
	2023	**$2,839,293**	**$4,762,804**	**$95,256,080**	**2.98%**
	2024	**$3,074,059**	**$4,905,688**	**$98,113,762**	**3.13%**
	2025	**$4,028,867**	**$5,052,859**	**$101,057,175**	**3.99%**
	2026	**$4,241,587**	**$5,204,445**	**$104,088,891**	**4.07%**
	2027	**$3,959,412**	**$5,360,578**	**$107,211,557**	**3.69%**
	2028	**$3,963,531**	**$5,521,395**	**$110,427,904**	**3.59%**
	2029	**$3,735,853**	**$5,687,037**	**$113,740,741**	**3.28%**
	2030	**$3,474,755**	**$5,857,648**	**$117,152,963**	**2.97%**
	2031	**$3,486,111**	**$6,033,378**	**$120,667,552**	**2.89%**
	Totals:	**$35,659,166**	**$52,935,857**		
	Average:	**$3,565,917**	**$5,293,586**		
	Variance:		**$1,727,669**		
Note(s):	**1. It is the current policy of the City of Melrose that the G/F net**				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

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CHART - 2		City of Melrose - 5% Debt Limit			
DRAFT		**Ten Year General Fund Debt Plan Review**			
		Department of Finance			
12/5/2022			**5% Limit**		
	Year	**Net Debt**		**Variance**	
Projected					
	2022	**$2,855,696**	**$4,550,026**	**$1,694,330**	
	2023	**$2,839,293**	**$4,762,804**	**$1,923,511**	
	2024	**$3,074,059**	**$4,905,688**	**$1,831,629**	
	2025	**$4,028,867**	**$5,052,859**	**$1,023,992**	
	2026	**$4,241,587**	**$5,204,445**	**$962,857**	
	2027	**$3,959,412**	**$5,360,578**	**$1,401,165**	
	2028	**$3,963,531**	**$5,521,395**	**$1,557,864**	
	2029	**$3,735,853**	**$5,687,037**	**$1,951,184**	
	2030	**$3,474,755**	**$5,857,648**	**$2,382,893**	
	2031	**$3,486,111**	**$6,033,378**	**$2,547,267**	
	Totals:	**$35,659,166**	**$52,935,857**		
	Average:	**$3,565,917**	**$5,293,586**		
	Variance:		**$1,727,669**		
Note(s):	**1. It is the current policy of the City of Melrose that the G/F net**				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

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ARPA Project Name	PROJECT TOTAL	FY22	FY23	FY24	FY25	Department	Type
ARPA - Consultant	$ 10,000.00	$ -	$ -	$ -	$ -	Auditors	Admin
ARPA - Administration	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	Auditors	Admin
Milano Center Health, Wellness, Accessibility	$ 25,000.00	$ 25,000.00	$ -	$ -	$ -	COA	Infrastructure
Milano Center HVAC	$ 218,729.00	$ 218,729.00	$ -	$ -	$ -	COA	Infrastructure
City Sidewalk Improvements - Ashland/Bay State/Burnett/Sycamore	$ 750,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ -	DPW	Infrastructure
Covid Sanitization-Custodial	$ 65,000.00	$ 65,000.00	$ -	$ -	$ -	DPW	COVID Response
Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	$ 40,000.00	$ 40,000.00	$ -	$ -	$ -	DPW	COVID Response
Lead Water Service Inventory and Replacement Design	$ 150,000.00	$ 150,000.00	$ -	$ -	$ -	DPW	Infrastructure
Traffic Calming Toolkit	$ 28,300.00	$ 28,300.00	$ -	$ -	$ -	DPW	Infrastructure
Asset Management Software	$ 106,000.00	$ 106,000.00	$ -	$ -	$ -	DPW	Infrastructure
Replacement Vehicle to Deliver Services	$ 23,000.00	$ -	$ 23,000.00	$ -	$ -	DPW	Infrastructure
Fire Department Vehicles	$ 120,000.00	$ 120,000.00	$ -	$ -	$ -	Fire	Public Safety
Public Safety Training Equipment	$ 105,308.00	$ 78,308.00	$ -	$ -	$ 27,000.00	Fire	Public Safety
Fire Headquarters HVAC	$ 35,000.00	$ 35,000.00	$ -	$ -	$ -	Fire	Infrastructure
Tremont Fire House Update	$ 151,205.00	$ -	$ 151,205.00	$ -	$ -	Fire	Infrastructure
At-Home COVID tests	$ 1,824.00	$ 1,824.00	$ -	$ -	$ -	Health	COVID Response
FT Social Service Coordinator*	$ 200,330.00	$ 12,235.00	$ 72,900.00	$ 75,789.00	$ 39,406.00	Health	Community Mental Health and Wellness
IT Intern to Address COVID-19 Backlog of IT Infrastructure and Cybersecurity Projec	$26,000	$ -	$26,000	$ -	$ -	IT	COVID Response
Melrose Public LIbrary HVAC Upgrades	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	Library	Infrastructure
Economic Recovery Director*	$ 290,081.00	$ 31,762.00	$ 101,785.00	$ 103,930.00	$ 52,604.00	Mayor's	Economic Recovery
Community Conversations Initiative	$ 25,000.00	$ -	$ 25,000.00	$ -	$ -	Mayor's	Community Mental Health and Wellness
Small Business/Non-Profits/Cultural Sector Suport	$ 150,000.00	$ -	$ 50,000.00	$ 50,000.00	$ 50,000.00	Mayor's	Economic Recovery
Addressing Food Insecurity	$ 75,000.00	$ -	$ 25,000.00	$ 25,000.00	$ 25,000.00	Mayor's	Economic Recovery
Utility Arrearages	$ 141,000.00	$ -	$ 141,000.00	$ -	$ -	Mayor's	Economic Recovery
Foss Park Basketball and Playground Upgrade	$ 150,000.00	$ 150,000.00	$ -	$ -	$ -	Parks	Infrastructure
Amazing Grace Basketball Court	$ 41,106.00	$ -	$ 41,106.00	$ -	$ -	Parks	Infrastructure
Police Department Vehicles	$ 256,000.00	$ 256,000.00	$ -	$ -	$ -	Police	Public Safety
Community Mental Health Initiative	$ 200,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	Rec/Health	Community Mental Health and Wellness
Schools Revenue Loss Replacement	$ 802,000.00	$ 802,000.00	$ -	$ -	$ -	Schools	COVID Response
COVID-19 Disinfection	$ 128,000.00	$ 128,000.00	$ -	$ -	$ -	Schools	COVID Response
HVAC Study and Implementation of A/C addition at MVMMS	$ 1,050,000.00	$ -	$ 1,050,000.00	$ -	$ -	Schools	Infrastructure
Schools Asbestos Abatement	$ 90,000.00	$ 90,000.00	$ -	$ -	$ -	Schools	Infrastructure
School Department Closing FY22 Budget	$ 774,697.00	$ 774,697.00	$ -	$ -	$ -	Schools	COVID Response
High School and Middle School Complex Elevators	$ 594,000.00	$ 594,000.00	$ -	$ -	$ -	Schools	Infrastructure
TOTAL	**$ 7,327,080.00**						
REMAINING UNCOMMITTED ARPA FUNDS	**$ 1,047,094.00**						
**Personnel costs are inclusive of health insurance and benefits*							

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CITY OF MELROSE

AUDITOR'S OFFICE
City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4107
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PATRICK D. DELLO RUSSO
CFO/City Auditor

To: Honorable City Council
Honorable Mayor Paul Brodeur
City of Melrose

From: Patrick D. Dello Russo, MBA
CFO/City Auditor

Date: January 26, 2023

Subject: **Update on the Status of the City of Melrose's Finances**
(Council Order INFO 2023-11)

In line with the Mayor's FY2023 Operating Budget Guidelines, as the CFO/City Auditor for the City of Melrose, I would like to take this time and review with you the mid-year financial position of the city in its budget for FY2023. In so doing, revisit some of the underlying assumptions made and where we stand today based on those assumptions.

To begin, the Fiscal 2023 Operating Budget utilizes State Aid revenues for the City of Melrose of $16,889,742 and State Assessments at $4,838,455. The Net State Aid to the City is therefore $12,051,287. Those figures have our City receiving $1,396,132 dollars in New State Aid (13.10% over FY2022), principally driven by revenues received through the New Student Opportunity Act (Chapter 70 Educational Aid).

In addition, the City formulated the FY2023 Operating Budget utilizing the following estimates for building blocks:

(1.) New tax revenue resulting from the 2 ½ Tax Levy,
(2.) $500,000 New Growth,
(3.) $7,103,479 Local Receipts and
(4.) $2,698,206 of Other Funding Sources

In developing this strategic plan, we had also requested an increase in the amount to be deposited into the City's Stabilization Funds. We had requested $1,225,000 be deposited into these funds prior to July 1st 2022. It was approved as requested by this City Council and we now have over $8.3 **million dollars** within our collective stabilization funds. We have done this collectively, to provide assurance to this community that we will be able to manage services effectively even with the negative economic consequences we may face going forward.

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One of the top priorities of this administration is to ensure that the City of Melrose can always maintain a "stable level of services within its funding capacity". We work to develop strategies that will accomplish that goal and it must remain a number one priority for this city.

As a result, the total FY2023 Operating Budget for the City and School is $ 95,286,080. We have not in the past, asked the City Council to make reductions to budget line items in an effort to balance the City Operating Budget, in large part, as the City Operating Budget is always developed using conservative estimates and balanced.

Overview:

1. We anticipate maintaining a "balanced" City Operating Budget for the remainder of Fiscal Year 2023. We will, however, need to request that the City Council provide the School Budget a Free Cash supplemental funding appropriation for Special Education and Transportation costs in order to close out its operating budget for the fiscal year. This would need to be done prior to fiscal year end.

2. We will also adhere to the existing solid financial policies in the use of the upcoming Free Cash Program that have been developed over the years and the community's prudent investment policies and practices, that have earned us a AA+ Bond Rating from Standard and Poor' s.

3. We also recognize that the national economic landscape is creating concerns over the fiscal health of the economy "overall" and ultimately this can impact local cities and towns budgets negatively. For Melrose, where our tax base is predominantly residential (92%), and where there is limited room for expanded commercial/industrial development, it may actually work to our benefit in these economic challenging times, assuring stability of our tax base revenues that support our budgets. Historically, in communities that may be "overly reliant" on commercial/industrial taxes to support their budgets, when a recessionary like period takes hold, (as some have suggested is upon us now), it can very well negatively impact those communities which are so reliant on the tax revenues these businesses bring. We will see.

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4. For FY2023, overall, our Tax Revenues (2 ½ plus New Growth), make up 73.5% of the estimated gross revenues needed to fund our FY2023 Operating Budget and estimated State Assessments. Our State Aid is estimated to provide approx. 16.8% of the needed funding and the remaining 9.7% is from Local Receipts and other Available Funds.

5. FY2023 New Growth came in at $1,082,547 or $582,547 more than the $500,000 projected. Our average over the previous five years has been approx.$646,000. This is very good news.

Mid – Year Fiscal Revenue Summary
(see attachment #2)

	Estimated	Actual	Variance	PCT
A. Property Tax (Net)	$36,738,096	$36,309,696	($428,400)	-0.58
B. Local Receipts	$ 3,551,740	$ 3,818,070	$266,331	3.75
C. Sewer Enterprise	$ 4,567,734	$ 4,431,047	($136,686)	-1.50
D. Water Enterprise	$ 3,521,082	$ 3,553,152	$ 32,100	0.46
E. Mt. Hood Enterprise	$ 877,049	$ 1,317,357	$ 440,308	25.10
F. Ambulance Enterprise	$ 577,065	$ 614,832	$ 37,767	3.27

Community Impact Fees - Cannabis

Of significant concern going forward in FY2023 and beyond, is that we may not realize the same level of Host Community Impact Fees as we have seen in FY2022 due to changes in law (Chapter 180 of the Acts of 2022) and the new rules around Host Community Agreements (HCA's). In FY2022 we realized $955,000 in such revenues which is representative of 3% of Gross Sales from Garden Remedies. I would defer to the City Solicitor's Office to opine in more depth on this matter to the City Council. The new law gives the Cannabis Control Commission until November of 2023 to promulgate new rules.

This information is critically important as we develop the FY2024 Operating Budgets for both the City and School, as this may certainly have a negative impact on our Local Receipts (used to fund our budgets), if payment to the community significantly declines or stops completely.

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I have attached the following for your information as well; (1) Annual Cherry Sheet Analysis, (2) Local Receipts Analysis, (3) Stabilization Fund and Enterprise Fund Reserve Balances, (4) Revolving Fund Balances and (5) Other Funding Sources. In addition, you should have received the FY2023 Munis Mid-Year Budget Report by City Department for your review. I would ask that if you have any specific questions on a Departments Budget, Free Cash or ARPA project status, to please coordinate with Margot Fleischman and she will follow-up with the appropriate City Department to answer your question(s).

I very much appreciate the ongoing support and input from the City Council and thank you for the opportunity to be here this evening.

Thank you.

Attachments.

1. Annual Cherry Sheet Analysis
2. Year - to - Date Revenue Reports
3. Stabilization Fund and Enterprise Fund Balances
4. Revolving Fund Balances
5. Other Funding Sources

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CITY OF MELROSE
Annual Cherry Sheet Analysis

Annual Cherry Sheet - Estimate 7/19/2022 +
FN: AnnualCherryAnalysisFY23

Distributions & Reimbursements	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	FINAL Projected Fiscal Year 2023	Prior Year $ Increase/ (Decrease)	%
A. EDUCATION								
1. Chapter 70	8,280,046	8,396,206	8,514,496	8,514,496	8,631,916	9,680,222	**$1,048,306**	**12.14%**
2. School Transportation Programs	0	0	0	0	0	0	**$0**	
3. School Construction *	0	0	0	0	0	0	**$0**	
4. Charter Tuition Reimbursement	264,586	362,911	452,912	697,011	705,865	948,760	**$242,895**	**34.41%**
5. Charter School Capital Reimbursement	0	0	0	0	0	0	**$0**	
Sub-total:	8,544,632	8,759,117	8,967,408	9,211,507	9,337,781	10,628,982	**$1,291,201**	**13.83%**
B. GENERAL GOVERNMENT								
1. Lottery, Beano & Charity Games	0	0	0	0	0	0	**$0**	
2. Additional Assistance	0	0	0	0	0	0	**$0**	
3. Unrestricted General Govt. Aid	5,123,317	5,302,633	5,445,804	5,445,804	5,636,407	5,940,773	**$304,366**	**5.40%**
4. Police Career Incentive	0	0	0	0	0	0	**$0**	
5. Annual Formula Local Aid	0	0	0	0	0	0	**$0**	
6. Veterans' Benefits	233,922	195,524	204,514	183,404	151,270	167,107	**$15,837**	**10.47%**
7. Exemptions:Vets, Blind/Spouses/Eld	91,005	87,833	109,024	104,568	80,977	77,916	**-$3,061**	**-3.78%**
8. State Owned Land	1,032	1,032	1,188	1,218	1,466	1,881	**$415**	**28.31%**
9. Other	0	0	0	0	0	0	**$0**	
Sub-total:	5,449,276	5,587,022	5,760,530	5,734,994	5,870,120	6,187,677	**$317,557**	**5.41%**
C. OFFSET ITEMS								
1. School Receiving Tuition	159,696	136,713	114,511	35,000	35,000	15,000	**-$20,000**	**-57.14%**
2. School Lunch Program	0	0	0	0	0	0	**$0**	
3. Public Libraries	33,821	34,838	35,938	43,137	46,191	58,083	**$11,892**	**25.75%**
Sub-total:	193,517	171,551	150,449	78,137	81,191	73,083	**-$8,108**	**-9.99%**
Total State Aid - All Categories:	**$14,187,425**	**$14,517,690**	**$14,878,387**	**$15,024,638**	**$15,289,092**	**$16,889,742**	**$1,600,650**	**10.47%**

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CITY OF MELROSE
Annual Cherry Sheet Analysis

Distributions & Reimbursements	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	FINAL Projected Fiscal Year 2023	Prior Year $ Increase/ (Decrease)	%
A. COUNTY ASSESSMENTS & CHARGES								
1. County Tax	0	0	0	0	0	0	$0	
Sub-total:	0	0	0	0	0	0	$0	
B. STATE ASSESSMENTS & CHARGES								
1. Supervision of Retirement Systems								
2. Retired Employees Health Insurance	0	0	0	0	0	0	$0	
3. Mosquito Control Projects	0	0	0	0	0	0	$0	
4. Air Pollution Districts	9,220	9,431	9,796	9,997	10,440	10,925	$485	4.65%
5. Metropolitan Area Planning Council	14,355	14,586	14,992	15,134	15,435	16,653	$1,218	7.89%
6. RMV Non-Renewal Surcharges	39,520	39,520	42,220	42,080	42,080	31,520	-$10,560	
Sub-total:	63,095	63,537	67,008	67,211	67,955	59,098	-$8,857	-13.03%
C. TRANSPORTATION AUTHORITIES								
1. Mass Bay Transit Authority	605,387	616,976	634,142	631,477	634,513	688,541	$54,028	
Sub-total:	605,387	616,976	634,142	631,477	634,513	688,541	$54,028	8.51%
D. ANNUAL CHARGES AGAINST RECEIPTS								
1. Special Education	943	1,205	12,409	8,949	21,748	0	-$21,748	
Sub-total:	943	1,205	12,409	8,949	21,748	0	-$21,748	-100.00%
E. Tuition Assessments								
1. School Choice - Sending Tuition	47,695	41,553	34,288	80,669	98,366	159,064	$60,698	61.71%
2. Charter School Assessment	**2,781,102**	**2,908,622**	**2,939,268**	**3,362,265**	**3,811,355**	**3,931,752**	$120,397	3.16%
3. Essex County Tech Institute	0	0	0	0	0	0	$0	
Sub-total:	2,828,797	2,950,175	2,973,556	3,442,934	3,909,721	4,090,816	$181,095	4.63%
Total Assessments - All Categories:	**$3,498,222**	**$3,631,893**	**$3,687,115**	**$4,150,571**	**$4,633,937**	**$4,838,455**	$204,518	4.41%
Net State Aid:	$10,689,203	$10,885,797	$11,191,272	$10,874,067	$10,655,155	$12,051,287	$1,396,132	
						Percentage Incr./Decrease:	13.10%	

FY21 to FY22:	($218,912)
FY22 to FY23:	$1,396,132
	$1,177,220

FN:AnnualCherrySheetAnalysisFY23

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Data Date: 1/25/2023 1:47:13PM
Period: 6 Fiscal Year: 2023
Target Percentage: 50.00

City of Melrose Year-to-Date Revenue Report
Period Ending December 31, 2022

Source of Funds	Fiscal Year Original Estimate	Fiscal Year Year-to-Date Estimate	Fiscal Year Year-to-Date Actual	Surplus/ (Deficit) Dollars	Surplus/ (Deficit) Percentag
Propery Tax (Net of Overlay)					
Propery Tax	73,476,192	36,738,096	36,309,696	-428,400	-0.58
Total Propery Tax (Net of Overlay)	73,476,192	36,738,096	36,309,696	-428,400	-0.58
Local Receipts					
Motor Vehicle Excise	2,688,866	1,344,433	575,602	-768,831	-28.59
Other Excise & Meals Tax	245,000	122,500	213,085	90,585	36.97
Cannabis Excise Tax	224,000	112,000	152,523	40,523	18.09
Penalties & Int on Taxes & MVE	300,000	150,000	216,144	66,144	22.05
Payments in Lieu of Taxes	0	0	0	0	0.00
Charges for Trash Disposal	1,330,812	665,406	798,585	133,179	10.01
Other Charges for Services	648,459	324,230	230,928	-93,301	-14.39
Cannabis	615,984	307,992	179,770	-128,222	-20.82
Rentals	200,000	100,000	231,638	131,638	65.82
Departmental Rev - Cemetery	100,000	50,000	91,700	41,700	41.70
Other Department Revenue	17,726	8,863	78,696	69,833	393.96
Licences & Permits	510,167	255,084	589,970	334,886	65.64
Special Assessments	0	0	1,312	1,312	0.00
Fines & Forfeits	98,275	49,138	58,395	9,258	9.42
Investment Income	7,500	3,750	98,648	94,898	1,265.30
Medicare Reimbursement	94,924	47,462	119,102	71,640	75.47
Misc Recurring	21,766	10,883	5,198	-5,685	-26.12
Misc Non Recurring	0	0	176,774	176,774	0.00
Total Local Receipts	7,103,479	3,551,740	3,818,070	266,331	3.75
Sewer Enterprise					
Sewer User Charges	9,007,467	4,503,734	4,399,468	-104,265	-1.16
Other Department Revenue	128,000	64,000	31,579	-32,421	-25.33
Total Sewer Enterprise	9,135,467	4,567,734	4,431,047	-136,686	-1.50
Water Enterprise					
Water User Charges	6,868,164	3,434,082	3,520,960	86,878	1.26
Other Department Revenue	174,000	87,000	32,222	-54,778	-31.48
Total Water Enterprise	7,042,164	3,521,082	3,553,182	32,100	0.46
Mt. Hood Enterprise Receipts					
Mt Hood User Charges	1,704,097	852,049	1,264,479	412,431	24.20
Mt Hood Other Revenue	50,000	25,000	52,877	27,877	55.75
Total Mt. Hood Enterprise Receipts	1,754,097	877,049	1,317,357	440,308	25.10
Ambulance Enterprise Receipts					
Ambulance User Charges	1,124,130	562,065	614,832	52,767	4.69
Ambulance Other Revenue	30,000	15,000	0	-15,000	-50.00
Total Ambulance Enterprise Receipts	1,154,130	577,065	614,832	37,767	3.27

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Data Date: 1/25/2023 12:32:47PM
Period: 6 Fiscal Year: 2023
Target Percentage: 50.00

City of Melrose Year-to-Date Revenue Report Comparison to Last Year
Period Ending December 31, 2022

Source of Funds	Prior Fiscal Year Year-to-Date Actual	Fiscal Year Year-to-Date Actual	Variance Dollars
Propery Tax (Net of Overlay)			
Propery Tax	35,994,107	36,309,696	315,589
Total Propery Tax (Net of Overlay)	35,994,107	36,309,696	315,589
Local Receipts			
Motor Vehicle Excise	507,510	575,602	68,092
Other Excise & Meals Tax	185,601	213,085	27,484
Cannabis Excise Tax	272,479	152,523	-119,956
Penalties & Int on Taxes & MVE	259,336	216,144	-43,192
Payments in Lieu of Taxes	0	0	0
Charges for Trash Disposal	826,512	798,585	-27,927
Other Charges for Services	237,686	230,928	-6,758
Cannabis	531,242	179,770	-351,472
Rentals	177,766	231,638	53,872
Departmental Rev - Cemetery	81,000	91,700	10,700
Other Department Revenue	62,955	78,696	15,741
Licences & Permits	431,958	589,970	158,012
Special Assessments	164	1,312	1,148
Fines & Forfeits	59,989	58,395	-1,594
Investment Income	2,694	98,648	95,954
Medicare Reimbursement	24,668	119,102	94,434
Misc Recurring	12,905	5,198	-7,707
Misc Non Recurring	21,561	176,774	155,213
Total Local Receipts	3,696,025	3,818,070	122,046
Sewer Enterprise			
Sewer User Charges	4,257,335	4,399,468	142,133
Other Department Revenue	35,090	31,579	-3,511
Total Sewer Enterprise	4,292,425	4,431,047	138,622
Water Enterprise			
Water User Charges	3,164,922	3,520,960	356,038
Other Department Revenue	34,369	32,222	-2,147
Total Water Enterprise	3,199,291	3,553,182	353,890
Mt. Hood Enterprise Receipts			
Mt Hood User Charges	1,102,029	1,264,479	162,450
Mt Hood Other Revenue	54,219	52,877	-1,342
Total Mt. Hood Enterprise Receipts	1,156,249	1,317,357	161,108
Ambulance Enterprise Receipts			
Ambulance User Charges	536,549	614,832	78,283
Ambulance Other Revenue	46,863	0	-46,863
Total Ambulance Enterprise Receipts	583,412	614,832	31,420

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Fund Number	Fund Name	Balance as of 12/31/22	
8401	Stabilization Fund	3,893,394.81	
8404	Contract Stabilization	1,182,014.79	**
8405	Capital Stabilization	472,299.86	
8406	Suits and Claims	496,378.94	
8407	OPEB Trust	1,038,731.52	
8408	Sped Stabilization	502,417.99	
8409	OSHA	204,105.09	
8401	Education,Public Safety&Substance Abuse	597,815.55	
8415	Sewer Reserve	929,808.83	
8416	Water Reserve	681,338.49	
8417	Mt. Hood Reserve	432,225.53	
8418	Ambulance Reserve	148,950.76	

**Order 2023-45 in the amount of $294,452 was approved in January and is not reflected in this balance

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Fund Number	Revolving Fund	FY22 Ending Balance	Revenues as of 12/31/22	Expenditures As of 12/31/22	Balance As of 12/31/22	CC Voted Spending Cap
2607	Veterans	2,026.04	275.00	-	2,301.04	15,000.00
2652	Recreation	445,365.67	271,343.65	246,176.01	470,533.31	450,000.00
2657	Recylcing	70,227.17	35,015.82	23,958.92	81,284.07	65,000.00
2658	Inspectional Services	32,251.77	-	2,694.74	29,557.03	15,000.00
2659	Health	124,140.90	22,190.68	47,871.80	98,459.78	60,000.00
2665	Police False Alarm	1,454.37	2,050.00	1,951.11	1,553.26	10,000.00
2669	Park Permits	20,766.86	11,835.64	16,879.08	15,723.42	40,000.00
2750	Beebe	96,170.78	4,975.00	335.00	100,810.78	30,000.00
2811	COA	14,463.55	25,246.00	38,035.21	1,674.34	60,000.00

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CITY OF MELROSE, MASSACHUSETTS

Department of Finance

FY 2023 Consolidated Budget Worksheet

OTHER FUNDING SOURCES

		Fund Number	
1.	Cemetery Perpetual Care	$12,000.00	8201
1b.	Cemetery Sale of Lots and Graves	$50,000.00	2907
2.	Parking Receipts (Receipts Reserved)	$100,000.00	2906
3.	Indirect Costs due from Mt. Hood Fund	$181,549.00	6200
4.	Mt. Hood Payment - New Fields (Debt)	$359,468.76	6200
5.	Indirect Costs due from Water Fund	$922,735.00	6100
6.	Indirect Costs due from Sewer Fund	$741,558.00	6000
7.	Indirect Costs due from Ambulance Fund	$152,818.00	6500
8.	Overlay for Revaluation	$144,129.00	N/A
9.	Debt Exclusion	$33,948.80	2914
	Total:	$2,698,206.56	

FN:FY2023OTHERFUNDINGSOURCES

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

PATRICK D. DELLO RUSSO
CFO/City Auditor

AUDITOR'S OFFICE
City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4107
Fax - (781) 662-2182

To: Honorable City Council
Honorable Mayor Paul Brodeur
City of Melrose

From: Patrick D. Dello Russo, MBA
CFO/City Auditor

Date: January 26, 2023

Re: **School Budgets (FY21, FY22 & FY23) Budget Funding Information**

As the Chief Financial Officer and City Auditor, I am most pleased to provide the City Council with supplemental information pertaining to the School Department budgets for **FY2021 ($32,985,441), FY2022 ($34,085,441), and FY2023 ($35,511,659).** I am responding to an email received from Councilor Leila Migliorelli dated Friday, December 9, 2022 at 3:54 PM (attached).

I have full confidence that the "City Funded" portion of the Operating Budget for the School Department, for the three fiscal years identified above, and approved by the Mayor and the City Council, are the correct dollar amounts as submitted by the Office of the Auditor.

Overview

To begin and in response to this request, it references a School Committee vote of $40,253,740 (4/12/22 and 5/31/22). It goes on to state that "when you back out the offsets, the budget number for the schools is $35,626,851" ($115,192 more than what the city put forward). How can/did this occur?

In short, the School Committee can vote the Offsets used to fund its total budget, but they "cannot" vote independently to increase the City funded portion greater than what was provided by the Mayor. The City contribution for FY2023 was $35,511,659. Having said that, should the School Committee decide they would like to fund other services ($115,192 more in this case it appears), they would need to identify where these additional funds are coming from, but it is 100% not automatically being added to the City contribution amount provided. The School Committee has no authority to take such action without prior approval from the Mayor.

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A. Observations and Fact Finding:

1. A copy of an email to me sent by the Supt. dated **Friday May 7, 2021 at 12:07 PM** entitled "Refinement Memo: MPS FY22 Adjusted Budget Proposal – Invitation to edit. In it, the Supt. states, in part, **"Through an increased contribution from the City (3.3% v. 2% over FY21 approved"),** increased Circuit Breaker reimbursement, and strategic use of our supplemental federal funds (ESSER II and ESSER III), we can accomplish so much with this FY22 budget proposal".

2. The FY2021 School Budget (prepared by the former Supt.), was in the amount of $32,985,441. When we apply the **3.33% increase (it was not a flat 3.3% but 3.33%)** to that figure, we get **$34,085,441** for the FY2022 School Operating Budget funded portion by the city (see above).

3. We do not get **$34,200,633** which is identified in the Supt.'s own email dated **Tuesday, April 12, 2022 at 6:00 PM** to my attention, FY22 Column (attached). The amount she identifies here is incorrect by $115,192. In order for that to be correct, the percentage increase would have to be **3.68%** over FY2021, NOT **3.33%** that the Supt. herself indicates was in fact the case here in the **May 7, 2021 12:07 PM** email to me (see #1 above).

4. As we look at what the Supt. indicated for FY23 on that same email, it is clear to see that the incorrect amount of $34,200,633 was multiplied by the 4.17% increase to arrive at **$35,626,851** for FY2023. Therefore, the $115,192 dollar overstatement error continued into FY2023 on the School Department side, not the City.

5. A copy of my email to the Supt. dated **Tuesday, April 12, 2022, at 8:39 AM** which spells out in clear terms the amount of the FY23 Operating Budget amount provided for by the City of Melrose **($35,511,658.64 which is 4.18% over the FY2022 School Operating Budget voted amount by the City Council).**

6. A copy of an email sent by me to the Supt. and the School Finance Director dated **Tuesday, April 12th at 6:14PM** which **restates** the FY2023 City contribution to the School Department Budget for FY2023 at **$35,511,658.64** and I state **"No other amount is considered the City contribution. Look at the FY22 Operating Budget in Munis and you will see this is correct year after year".** This was sent before the School Committee or City Council voted the School Budget.

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7. The Office of the Auditor is not a party to the School Committee and its budget deliberations (outside of advising them on the annual City funded appropriation amount determined by the Office of Mayor), unless requested to attend. The School Committee is responsible to develop their own budget priorities etc. They in turn are responsible to incorporate **only the portion provided by the City** for budget purposes and cannot independently change that amount unless formally authorized by the Mayor.

8. The City Council is not voting on a $40 million plus school budget that incorporates Offset Items which are not under the City Council purview but the School Committee. The City Council is only voting the portion funded by the City.

9. The City advised the School Department that the format being applied to break down various funding components is not consistent to the practice the City has used in the past and not good practice as it "backs" into a City Contribution which can produce an incorrect figure for the City contribution. The School Department chose to continue using that method. The City Contribution is the amount provided the School Committee as its contribution and submitted to the City Council each year for approval. The manner in which the change was made by the School Department here can and obviously did, in my opinion, lead to an incorrect amount considered the City Contribution in School Committee fiscal year budgetary proposals.

FUND SUMMARY

Fund #0100 is the General Fund of the City. Encompassed in this budget is the $35,511,659 (department #300) that the City Council has the authority to vote for the School Appropriation (page 21 of the Fiscal 23 budget). This is a one line appropriation that has no detail on expenses. Annually, this amount is transferred out of the #0100 Fund to #0111 (General Fund for the School) to fund the City share of their overall budget program.

Fund #0111 is the General Fund of the School. Encompassed in this budget is the full budget that the School Committee voted of $40,253,740 that provides line item detail by School of how the money is being spent (15 page Munis document). This budget includes the School Offsets that they also use to vote their budget that the School Committee has authority over. All of the expense transactions relative to the School reside within Fund # 0111.

CC: Margot Fleischman, Director of Strategic Initiatives

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Attachments:

1. Email dated Friday, May 7, 2021, 12:07 PM from the Supt. of Schools to the City Auditor
2. Email dated Tuesday, April 12, 2022, 8:39 AM from the City Auditor to the Supt. of Schools
3. Email dated Tuesday, April 12, 2022, 6:00 PM from the Supt. of Schools to the City Auditor
4. Email dated Tuesday, April 12, 2022, 6:14 PM from the City Auditor to the School Finance Director and the Supt. of Schools
5. School Budgets (FY22 and FY23) amounts provided by the City and transferred to the School Dept.
6. Email dated Friday, December 9, 2022, 3:54 PM from Leila Migliorelli
7. Clarification Memorandum from Hannah York, CPA of CLA dated 1/16/2023

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Golden, Kerriann

From: Dello Russo, Patrick
Sent: Friday, May 7, 2021 1:04 PM
To: Golden, Kerriann
Subject: FW: Refinement Memo: MPS FY22 Adjusted Budget Proposal - Invitation to edit

FYI

From: Julie Kukenberger *she... (via Google Docs) <drive-shares-dm-noreply@google.com>
Sent: Friday, May 7, 2021 12:07 PM
To: Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>
Cc: alindquist@melroseschools.com; leadership_team@melroseschools.com
Subject: Refinement Memo: MPS FY22 Adjusted Budget Proposal - Invitation to edit

**** CAUTION: This email originated outside the City of Melrose. Exercise caution. DO NOT open attachments or click links unless you recognize the sender and know the content is safe. ****

jkukenberger@melroseschools.com added you as an editor. Verify your email to securely make edits to this document. You will need to verify your email every 7 days. Learn more.

Refinement Memo: MPS FY22 Adjusted Budget Proposal

Good afternoon LT,

Leia and I are excited to share with you that we have successfully collaborated with our principals, Margaret, Patti, the Mayor, and other city officials to develop our MPS FY22 Adjusted Budget Proposal. We will present our FY22 refinements to the Melrose School Committee on Tuesday, May 11th. The SC is scheduled to vote on the budget during this meeting.

Through an increased contribution from the City (3.3% v. 2% over FY21 approved), increased Circuit Breaker reimbursement, and strategic use of our supplemental federal funds (ESSER II and ESSER III), we can accomplish so much with this FY22 budget proposal. This includes adding two additional first grade teachers (Lincoln and Roosevelt), a 0.6 VPA director, increased support for students PreK-12, and much more.

There are still three critical steps in the process; however, we are feeling very hopeful and optimistic about all we will accomplish for our students with these resources.

Please let me know if you have any questions.

Thank you,
Julie and Leia

Open in Docs

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#2

Golden, Kerriann

From: Dello Russo, Patrick
Sent: Tuesday, April 12, 2022 8:39 AM
To: Kukenberger, Julie
Cc: *Mayor Brodeur; Golden, Kerriann; Leia Secor
Subject: FY23 Operating Budget

Julie, good morning.
As we spoke earlier today, the Mayor has approved the $62,800 for the 1.0 FTE MVMMS Adjustment Counselor. This amount will be added to the FY23 School base budget.
The total appropriation is therefore $35,511,658.64,which is a 4.18% over FY22.
In new dollars it represents an increase of $1,426,217.64.
I do hope this additional funding will be of significant benefit to the Melrose School District.
Best regards,
Patrick

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

#3

Dello Russo, Patrick

From: Julie Kukenberger *she, her <jkukenberger@melroseschools.com>
Sent: Tuesday, April 12, 2022 6:00 PM
To: Dello Russo, Patrick
Cc: *Mayor Brodeur; Golden, Kerriann; Leia Secor
Subject: Re: FY23 Operating Budget

Hi Patrick,

Here is what I have for the final numbers, which is a 4.17% increase.

	FY23	FY22	
Total Operating Budget	$40,253,740	38,619,040	
Offsets	4,627,000	4,418,407	
Chapter 70	$9,680,222	8,631,916	
City's Contribution	$25,946,629	25,568,717	
Total Approriation	$35,626,851	34,200,633	104.17%

Please let me know if you have any questions.

Julie

Julie R. Kukenberger, Ed. D.
Superintendent of Schools
Melrose Public Schools
Pronouns: she/her/hers

If you need this document translated, please call your child's school principal.
Si necesita este documento traducido, por favor comuníquese con la escuela de su hijo.
Se você precisa este documento traduzido, entre em contato com a escola do seu filho.
Si vous avez besoin de traduire ce document, s'il vous plaît contacter l'école de votre enfant.
如果你需要这份文件翻译，请联系您的孩子的学校.
يرجى الاتصال بمدرسة طفلك/طفلتك ،إذا كنت تحتاج /تحتاجين إلى ترجمة هذه الوثيقة إلى اللغة العربية.

On Tue, Apr 12, 2022 at 8:39 AM Dello Russo, Patrick <PDelloRusso@cityofmelrose.org> wrote:

Julie, good morning.

As we spoke earlier today, the Mayor has approved the $62,800 for the 1.0 FTE MVMMS Adjustment Counselor. This amount will be added to the FY23 School base budget.

The total appropriation is therefore $35,511,658.64,which is a 4.18% over FY22.

In new dollars it represents an increase of $1,426,217.64.

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I do hope this additional funding will be of significant benefit to the Melrose School District.

Best regards,

Patrick

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#4

Dello Russo, Patrick

From: Dello Russo, Patrick
Sent: Tuesday, April 12, 2022 6:14 PM
To: Leia Secor; Kukenberger, Julie
Cc: *Mayor Brodeur
Subject: FW: FY23 Operating Budget

Good evening.
This is the city's contribution for FY23 (below) and will be in the Munis Budget. No other amount is considered the city contribution.
Look at the FY22 Operating budget in Munis and you will see this is correct year after year.
Thank you.
Patrick

From: Dello Russo, Patrick
Sent: Tuesday, April 12, 2022 8:39 AM
To: Kukenberger, Julie <jkukenberger@melroseschools.com>
Cc: *Mayor Brodeur <pbrodeur@CityofMelrose.org>; Golden, Kerriann <kgolden@CityofMelrose.org>; Leia Secor <lsecor@melroseschools.com>
Subject: FY23 Operating Budget

Julie, good morning.
As we spoke earlier today, the Mayor has approved the $62,800 for the 1.0 FTE MVMMS Adjustment Counselor. This amount will be added to the FY23 School base budget.
The total appropriation is therefore $35,511,658.64,which is a 4.18% over FY22.
In new dollars it represents an increase of $1,426,217.64.
I do hope this additional funding will be of significant benefit to the Melrose School District.
Best regards,
Patrick

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#5

05/10/2022 12:10 pm

City of Melrose
Next Year / Current Year Budget Analysis

PROJECTION: 2023 FISCAL 2023 OPERATING BUDGET
0100 GENERAL FUND

FY22 FY23

300 SCHOOL Account	Account Description	2021 YTD Spent	2022 Orig Budget	2022 Revised Budget	2022 YTD Spent	2023 Mayor	PCT Change
SCHOOL SALARIES							
013001 - 511000	SALARY & WAGES	0.00	34,085,441.00	34,085,441.00	0.00	35,511,659.00	4.2%
SCHOOL SALARIES TOTAL		0.00	34,085,441.00	34,085,441.00	0.00	35,511,659.00	4.2%
300 SCHOOL BUDGET TOTAL		**0.00**	**34,085,441.00**	**34,085,441.00**	**0.00**	**35,511,659.00**	**4.2%**

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#6

Dello Russo, Patrick

From: Migliorelli, Leila
Sent: Friday, December 9, 2022 3:54 PM
To: Dello Russo, Patrick; Fleischman, Margot
Cc: Phillips, Shannon; Kukenberger, Julie; McAndrew, Jennifer; Lindquist, Amy; *Mayor Brodeur
Subject: School budge voting discrepancy
Attachments: FY23 SC Budget Vote_041222.pdf; FY23 School Committee Budget Overview (3) 1.pdf; FY23 School Committee Budget Overview (3) 3.pdf; Pages from FY23 Operating Budget_School 300.pdf; CLA presentation_101822.pdf

Dear Patrick & Margot,
Thank you again for presenting to the Council last night. I wanted to follow-up on the discussion we had regarding the discrepancies between what the City Council voted on for the school budget and what was approved by the School Committee.

Attached you will find:

1. A copy of the School Committee budget vote on 4/12/22, where they unanimously approved a $40,253,740 total budget for the schools.
2. The first page of the School Committee's memo to the City Council (dated 5/31/22), where it shows the total school budget to be $40,253,740
3. Page 3 of that same memo where it shows the breakdown of the $40,253,740 to be $9,680,222 in Chapter 70, $4,627,000 in offsets, and $25,946,629 in school appropriation from the city. When you back out the offsets, the budget number for the schools is $35,626,851.
4. Page 19 of that memo, which is the final page of a long MUNIS report for 0111 School General Fund (run on 5/18/22) with a total amount of $40,253,740
5. Page 21 of the city's Fiscal 2023 Operating Budget projection (run 5/10/22) where it states that the 300 School Budget total is $35,511,659 (just one line for "Salary & Wages")
6. The CLA presentation made on 10/18/22 by Hannah York where it states on page 7 that there is a $115,192 "disconnect between the amount transferred from the city (city share + CH70) and what was in the estimated revenues in the budget documents".
7. Here's a link to the recording from 10/18 where at minute 2:38 Hannah talks about the $115,192 variance between the budget that was put in and the city transfer of Chapter 70 and city share, and at 3:36:20, where Hannah says when she asked the "city" why there was this discrepancy and she was told that there's "always been a disconnect" and that how this was handled in the past was that the school would transfer more in offsets to cover the delta in the amount between what was approved by the School Committee and what was provided by the city.

So my question is why does the School Committee approve a bottom line budget for the schools (that has a corresponding MUNIS report) that is different than the bottom line budget that the City Council approves for the schools (which is also in MUNIS)? The School Committee bases their presentation to the Council on the 0111 School General Fund (that they all -- including the mayor -- approved in April), but then the Council votes on the 300 School Budget. We shouldn't have these differences -- and I will take responsibility for not catching this earlier myself, but to be honest, I would never expect two electoral bodies voting on two separate funds for the same department. While the School Committee does have separate fiduciary

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responsibilities for the schools, it is still a department within the city. Therefore, I believe that it's the responsibility of the city to work collaboratively with the school department to present a budget to the City Council that has been fully vetted and transparent -- rather than approving one budget in the School Committee, presenting that budget to the Council, but then having us vote on an entirely different number.

I do hope we can clear this up when we meet again in January, and then ensure that this issue is not replicated again in FY24.

Thank you,
Leila

Leila B. Migliorelli
Councilor-at-Large
City of Melrose
lmigliorelli@cityofmelrose.org
781-462-1425 (c)
Pronouns: she/her/hers
****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

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CliftonLarsonAllen LLP
131 Hartwell Avenue, Suite 300
Lexington, MA 02421

phone 781-402-6300 **fax** 781-402-6350
CLAconnect.com

January 16, 2023

Mr. Patrick Dello Russo, Finance Director
City of Melrose
562 Main St
Melrose, MA 02176

Dear Mr. Dello Russo,

In response to you request for clarification on the presentation that I gave to the school committee regarding the $115,192 disconnect between the amount transferred from the city (city share + CH70) and what was in the estimated revenues in the budget documents, I wish to clarify a comment made later in the presentation. At minute 3:26 of the recording of the school committee meeting on 10/18/22, when asked about the disconnect, I stated that I was told by the city that there had "always been a disconnect". This was poorly worded, a few seconds later, I clarified that the disconnect had occurred "… at least the last few years". The two budget issues had gotten inter-twined in the original statement. Therefore, to lay out clearly:

1. As far back as I have been involved with the Melrose Public Schools, they have included entitlement grants in their budget process.

2. The $115,192 discrepancy only occurred over the last few years. During the period that I was not involved with supporting the schools. Therefore, I am not privy to how or why this occurred.

I hope this clears up any remaining questions regarding my statement.

Sincerely,

CliftonLarsonAllen LLP

Hannah York, CPA, CGA
Principal

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Ghobrial, Andrew

From: Migliorelli, Leila
Sent: Thursday, January 26, 2023 3:18 PM
To: Ghobrial, Andrew
Cc: Grigoraitis, Jennifer
Subject: Fw: School budget voting discrepancy
Attachments: FY23 SC Budget Vote_041222.pdf; FY23 School Committee Budget Overview (3) 1.pdf; FY23 School Committee Budget Overview (3) 3.pdf; Pages from FY23 Operating Budget_School 300.pdf; CLA presentation_101822.pdf

Hi Andrew - Can you please attach my email below to Order 2023-11?

thanks!
Leila

Leila B. Migliorelli
Councilor-at-Large
City of Melrose
lmigliorelli@cityofmelrose.org
[redacted] (c)
Pronouns: she/her/hers

From: Migliorelli, Leila <lmigliorelli@CityofMelrose.org>
Sent: Friday, December 9, 2022 3:54 PM
To: Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Fleischman, Margot <mfleischman@CityofMelrose.org>
Cc: Phillips, Shannon <sphillips@CityofMelrose.org>; Kukenberger, Julie <jkukenberger@melroseschools.com>; McAndrew, Jennifer <jmcandrew@CityofMelrose.org>; Lindquist, Amy <alindquist@CityofMelrose.org>; *Mayor Brodeur <pbrodeur@CityofMelrose.org>
Subject: School budget voting discrepancy

Dear Patrick & Margot,
Thank you again for presenting to the Council last night. I wanted to follow-up on the discussion we had regarding the discrepancies between what the City Council voted on for the school budget and what was approved by the School Committee.

Attached you will find:

1. A copy of the School Committee budget vote on 4/12/22, where they unanimously approved a $40,253,740 total budget for the schools.
2. The first page of the School Committee's memo to the City Council (dated 5/31/22), where it shows the total school budget to be $40,253,740
3. Page 3 of that same memo where it shows the breakdown of the $40,253,740 to be $9,680,222 in Chapter 70, $4,627,000 in offsets, and $25,946,629 in school appropriation from the city. When you back out the offsets, the budget number for the schools is $35,626,851.
4. Page 19 of that memo, which is the final page of a long MUNIS report for 0111 School General Fund (run on 5/18/22) with a total amount of $40,253,740

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5. Page 21 of the city's Fiscal 2023 Operating Budget projection (run 5/10/22) where it states that the 300 School Budget total is $35,511,659 (just one line for "Salary & Wages")
6. The CLA presentation made on 10/18/22 by Hannah York where it states on page 7 that there is a $115,192 "disconnect between the amount transferred from the city (city share + CH70) and what was in the estimated revenues in the budget documents".
7. Here's a link to the recording from 10/18 where at minute 2:38 Hannah talks about the $115,192 variance between the budget that was put in and the city transfer of Chapter 70 and city share, and at 3:36:20, where Hannah says when she asked the "city" why there was this discrepancy and she was told that there's "always been a disconnect" and that how this was handled in the past was that the school would transfer more in offsets to cover the delta in the amount between what was approved by the School Committee and what was provided by the city.

So my question is why does the School Committee approve a bottom line budget for the schools (that has a corresponding MUNIS report) that is different than the bottom line budget that the City Council approves for the schools (which is also in MUNIS)? The School Committee bases their presentation to the Council on the 0111 School General Fund (that they all -- including the mayor -- approved in April), but then the Council votes on the 300 School Budget. We shouldn't have these differences -- and I will take responsibility for not catching this earlier myself, but to be honest, I would never expect two electoral bodies voting on two separate funds for the same department. While the School Committee does have separate fiduciary responsibilities for the schools, it is still a department within the city. Therefore, I believe that it's the responsibility of the city to work collaboratively with the school department to present a budget to the City Council that has been fully vetted and transparent -- rather than approving one budget in the School Committee, presenting that budget to the Council, but then having us vote on an entirely different number.

I do hope we can clear this up when we meet again in January, and then ensure that this issue is not replicated again in FY24.

Thank you,
Leila

Leila B. Migliorelli
Councilor-at-Large
City of Melrose
lmigliorelli@cityofmelrose.org
[redacted] (c)
Pronouns: she/her/hers
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To approve the budget set forth before the Committee of $40,253,740 including the categories as delineated

Meeting 4/12/2022 6:30 PM

Vote Results

Dorie Withey	Voter	Yes/Aye
Edward O'Connell	Mover	Yes/Aye
Jennifer McAndrew	Voter	Yes/Aye
Jennifer Razi-Thomas	Seconder	Yes/Aye
Lizbeth DeSelm	Voter	Yes/Aye
Margaret Driscoll	Voter	Yes/Aye
Paul Brodeur	Voter	Yes/Aye

April 12, 2022 6:30 PM spacerPassed

Discussion included clarification of voting each category separately, the positions included in this refined budget, support for ELA curriculum issues, and funding for these materials.

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The table below outlines MPS' projected state funding (Chapter 70) allocation (12.14% increase over FY22) as of April 6, 2022, offsets from revenue projections (4.72% increase over FY22), and the school appropriation or contributions from the City (1.23% increase over FY22). There are still several items in motion as we await the final State budget and continue to learn about personnel changes, individualized special education student needs, and transportation costs for the coming school year. This table is designed to give a high-level overview of the critical pieces used to calculate the MPS operating budget approved by the School Committee on April 12, 2022.

	FY19	FY20	FY21	FY22	FY23
	Approved	Approved	Approved	Approved	SC Approved
Operating Expenses	$31,531,947	$36,141,650	$36,976,124	$38,619,040	$40,253,740
Chpt. 70	$8,396,206	$8,514,496	$8,514,496	$8,631,916	$9,680,222
Offsets	$3,989,500	$3,802,983	$3,993,407	$4,418,407	$4,627,000
School Appropriation	$19,146,241	$23,824,171	$24,468,221	$25,568,717	$25,946,629

The table below outlines the breakdown of the FY23 School Committee Approved budget by categories. The School Committee votes on each category in addition to the total FY23 operating budget amount.

FY23 MPS Budget by School Committee Categories	
Elementary	14,028,381
Secondary	15,524,213
Special Ed	5,385,597
Admin and other	5,315,549
	$ 40,253,740

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MELROSE PUBLIC SCHOOLS

DATE: May 31, 2022

TO: The Honorable Melrose City Council

Cc: Mayor Paul Brodeur
Patrick Dello Russo, *Chief Finance Officer*

FROM: Melrose School Committee

RE: FY23 MPS School Committee Budget Overview

This memo outlines the FY23 Melrose Public Schools Operating Budget, as approved by the School Committee on April 12, 2022 (presentation to the SC), in the amount of **$40,253,740** (view the full FY23 Budget analysis here).

As we work collaboratively and transparently, both internally and externally, we must keep reminding ourselves that we are still in the throes of a global pandemic. Therefore, our focus for the FY23 fiscal year is to continue to build a fiscally responsible, student-centered budget that supports plans to accelerate learning for all students. We remain vigilant about educating the whole child, meeting our students' and employees' physical, social, emotional, academic, and mental well-being needs. Therefore, our **FY23 budget** theme will be **focused on youth mental health, accelerating learning outcomes for all learners, and social-emotional well-being for all**.

Our FY23 MPS student-centered budget acknowledges the current fiscal and political climate in our community while also remaining focused on supporting progress toward rigorous and relevant learning for all. We do all of this while staying true to our mission to "*provide and sustain a thriving and dynamic teaching and learning environment, preparing every student to excel in their authentic life and global citizenship, as supported by an engaged community*."

The goal and purpose of our MPS FY23 budget are to sustain our existing resources in ways that allow us to continue to make progress toward our strategic objectives and priorities. We also aim to position the District to make incremental investments in our response toward pandemic recovery while also being mindful of our students' immediate and future needs. This strategic thinking will enable us to realize our long-range vision for continuous improvement. It will help educators design safe, supportive, and responsive student-centered learning environments where students own their learning and acquire the academic and social-emotional skills necessary to realize their unique potential. These combined skills will ensure that our students are able to contribute to their communities in meaningful ways.

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PROJECTION: 2023 FISCAL 2023 OPERATING BUDGET
0100 GENERAL FUND

300 SCHOOL

Account	Account Description	2021 YTD Spent	2022 Orig Budget	2022 Revised Budget	2022 YTD Spent	2023 Mayor	PCT Change
SCHOOL SALARIES							
013001 - 511000	SALARY & WAGES	0.00	34,085,441.00	34,085,441.00	0.00	35,511,659.00	4.2%
SCHOOL SALARIES TOTAL		0.00	34,085,441.00	34,085,441.00	0.00	35,511,659.00	4.2%
300 SCHOOL BUDGET TOTAL		**0.00**	**34,085,441.00**	**34,085,441.00**	**0.00**	**35,511,659.00**	**4.2%**

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Melrose FY22 EOY



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Summary

- CLA Background with the Melrose Public Schools
- School Budget History
- Status prior to year-end cleanup
- Offsets available for transfer
- Cleanup/Reclassifications to balance the budget
- Cost Drivers
- FY23 Budget and future recommendations

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CLA consulting background with the Melrose Public Schools

- Assisted as Interim Business manager in transition prior to Marianne Farrell coming on board (2015-2016 school year)
- Assisted with preparation of FY2016-2019 EOY reports
- Assisted in FY2020 with budget reconciliation and offset cleanup only
- Late July 2022, was contacted to request assistance with year-end cleanup. Started work with the school the first week of August

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School Budget History

Operating budget, as presented and approved by the school committee, has historically included the following funding sources:

- City Share of funds
- CH70 state aid
- Offsets from various revolving funds
- Estimated amounts from certain entitlement grants

From 2016-2020, CLA, in addition to the EOY report, assisted the school in reconciling the budget and removing the entitlement grants portion. Those costs are spent directly on the grant themselves, and already included in the grant budget. We recommended stopping the practice of including those amounts in the operating budget, there was the possibility of double counting (and double-spending) the funds.

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Status of FY22 prior to Cleanup

- July 25th YTD Budget report, showed a budget of $38,555,199 for the general fund and a deficit against that budget of $883,179.24
  - We later found that there were inactive accounts not included in this report.
  - Rerunning the report with inactive accounts that had both budget and actuals, would have showed a total original operating budget of $38,619,040 with a deficit of $1,044,452

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Status of FY22 prior to Cleanup, continued

- Initially performed a budget reconciliation, based on a historical knowledge of the way the school district has budgeted operating costs
  - Found that the general fund budget was overstated by $1,375,192
    - $800,000 - SPED IDEA 94-142 grant
    - $120,000 – TITLE I grant
    - $340,000 – METCO grant
    - $115,192 – disconnect between the amount transferred from the City (City share + CH70) and what was in the estimated revenues in the budget documents
  - Adjusting the budget down for the above overage, the true deficit in general fund was $2,247,840 without inactive accounts. Had those accounts been included the deficit would have been $2,419,644. These inactive account balances were discovered *after* some of the cleanup had already started

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Status of FY22 prior to Cleanup, continued

- Reviewed Status of offset accounts, several accounts did not have the budgeted funds needed to transfer
  - The majority of the shortfall had to be picked up by withdrawing excess amounts from the circuit breaker account.
  - The chart shows by fund the amounts that were budgeted to offset the operating fund, their fund balance prior to the transfer, how much we were able to transfer and the variance to the budget

Offsets to Transfer In

	FY22 Budget	Balance prior to transfer	FY22 Transfer	Variance to Budget
1601 SCHOOL ATHLETICS	$ 325,000.00	$ 295,989.25	**$ 295,000.00**	$ (30,000.00)
1603 USE OF FACILITIES	$ 365,000.00	$ 222,221.51	**$ 220,000.00**	$ (145,000.00)
1613 TRANSPORATION	$ 54,000.00	$ 50,717.37	**$ 50,000.00**	$ (4,000.00)
1614 SCHOOL CHOICE/TUITION	$ 40,000.00	$ 64,987.86	**$ 64,000.00**	$ 24,000.00
1615 ERATE	$ 45,000.00	$ 17.55	**$ -**	$ (45,000.00)
1620 MEDICAID ACCOUNT	$ 77,000.00	$ 109,545.65	**$ 100,000.00**	$ 23,000.00
1621 Pre-K / ECC	$ 282,407.00	$ (138,878.92)	**$ -**	$ (282,407.00)
1627 CIRCUIT BREAKER	$ 1,000,000.00	$ 1,762,648.00	**$ 1,336,647.00**	$ 336,647.00
1901 ELEMENTARY MUSIC FEES	$ 95,000.00	$ 117,051.35	**$ 115,000.00**	$ 20,000.00
1907 EDUCATION STATIONS	$ 875,000.00	$ 919,593.37	**$ 910,000.00**	$ 35,000.00
Misc other available funds	$ -	$ 67,760.66	**$ 67,760.00**	$ 67,760.00
	$ 3,158,407.00	$ 3,471,653.65	**$ 3,158,407.00**	**$ 3,158,407.00**

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Cleanup/Reclassification balance the budget

- $59,000 - Purchase order cleanup (closing out old balances)
- $426,000 – Circuit Breaker
- $202,000 – METCO
- $70,000 - SPED 94-142
- $852,000 - ESSER III (remainder of ESSER III was used to cover the overage in ESSER II)
- $15,925 - ARPA IDEA grant
- $775,000 - ARPA Revenue Loss

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Major Cost overrun drivers

- $2.1m of overage was due to special ed cost overruns
  - $700k – Transportation
  - $1,480k – Tuitions
- Remainder can be accounted for by the teacher coverage costs that were charged to paraprofessional lines. Teachers were required to stay home up to 10 days after contracting Covid-19 and the district had to provide coverage

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FY23 Budget and support



Removed grant portion of the FY23 budget from the operating account



Provided 3-year analysis of costs by location and categories



Will continue to work with the school to update the budget, and to help develop monthly reports.

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Recommendations for the future



For FY2024 Operating Budget, base the budget purely off the funds transferred from the City

- City Share
- CH70 state aid



Costs associated with the current Offset Accounts and grants should be charged directly to those funds, this is more accurate for both UMAS and GASB accounting purposes



Create new funds for major revolving funds, with annual budget estimates

- Athletics
- Facilities
- ECC
- Education Stations

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
000 UNDEFINED							
010004 590000 TRANS OUT	0	0	0	35,511,659.00	.00	-35,511,659.00	100.0%
TOTAL UNDEFINED CHAR	0	0	0	35,511,659.00	.00	-35,511,659.00	100.0%
TOTAL UNDEFINED	0	0	0	35,511,659.00	.00	-35,511,659.00	100.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
112 CITY COUNCIL								
51 SALARIES								
011121 511000	S & W	105,751	0	105,751	53,125.67	.00	52,625.33	50.2%
TOTAL SALARIES		105,751	0	105,751	53,125.67	.00	52,625.33	50.2%
52 CONTRACTUAL								
011122 520500	ADVERTIS	125	0	125	.00	.00	125.00	.0%
011122 521000	PRINTING	500	0	500	188.00	.00	312.00	37.6%
011122 523100	EXPENSES	11,000	0	11,000	5,500.22	.00	5,499.78	50.0%
011122 525308	IQM2 CONTR	18,926	0	18,926	12,344.50	.00	6,581.50	65.2%
TOTAL CONTRACTUAL		30,551	0	30,551	18,032.72	.00	12,518.28	59.0%
54 OTHER CHARGES								
011122 540700	SEMINARS	535	0	535	.00	.00	535.00	.0%
TOTAL OTHER CHARGES		535	0	535	.00	.00	535.00	.0%
TOTAL CITY COUNCIL		136,837	0	136,837	71,158.39	.00	65,678.61	52.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
121 MAYOR								
51 SALARIES								
011211 511000	S & W	311,268	0	311,268	152,986.36	.00	158,281.64	49.1%
TOTAL SALARIES		311,268	0	311,268	152,986.36	.00	158,281.64	49.1%
52 CONTRACTUAL								
011212 521000	PRINTING	750	0	750	.00	.00	750.00	.0%
011212 523100	EXP ACCT	7,000	0	7,000	4,718.13	.00	2,281.87	67.4%
011212 529000	PROF SERV	6,000	0	6,000	3,427.47	.00	2,572.53	57.1%
TOTAL CONTRACTUAL		13,750	0	13,750	8,145.60	.00	5,604.40	59.2%
54 OTHER CHARGES								
011212 540500	DUES/MEMB	24,000	0	24,000	22,620.00	.00	1,380.00	94.3%
011212 540600	EDUC/SEMIN	2,134	0	2,134	1,174.00	.00	960.00	55.0%
011212 548950	COMM OUTRE	18,500	0	18,500	6,685.24	.00	11,814.76	36.1%
TOTAL OTHER CHARGES		44,634	0	44,634	30,479.24	.00	14,154.76	68.3%
TOTAL MAYOR		369,652	0	369,652	191,611.20	.00	178,040.80	51.8%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
135 AUDITOR								
51 SALARIES								
011351 511000	S & W	394,042	1,675	395,717	202,285.73	.00	193,431.27	51.1%
TOTAL SALARIES		394,042	1,675	395,717	202,285.73	.00	193,431.27	51.1%
52 CONTRACTUAL								
011352 528600	AUDIT SERV	48,640	0	48,640	20,000.00	.00	28,640.00	41.1%
011352 529000	PROF SERV	11,800	0	11,800	.00	.00	11,800.00	.0%
TOTAL CONTRACTUAL		60,440	0	60,440	20,000.00	.00	40,440.00	33.1%
54 OTHER CHARGES								
011352 540500	DUES/MEMB	200	0	200	.00	.00	200.00	.0%
011352 540600	EDUC/SEMIN	3,000	0	3,000	1,835.00	.00	1,165.00	61.2%
TOTAL OTHER CHARGES		3,200	0	3,200	1,835.00	.00	1,365.00	57.3%
TOTAL AUDITOR		457,682	1,675	459,357	224,120.73	.00	235,236.27	48.8%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
141 ASSESSORS								
51 SALARIES								
011411 511000	S & W	233,867	630	234,497	115,395.78	.00	119,101.22	49.2%
TOTAL SALARIES		233,867	630	234,497	115,395.78	.00	119,101.22	49.2%
52 CONTRACTUAL								
011412 521000	PRINTING	250	0	250	87.00	61.49	101.51	59.4%
011412 523000	MILEAGE	1,000	0	1,000	.00	.00	1,000.00	.0%
011412 528000	FEES	300	0	300	.00	155.00	145.00	51.7%
011412 529000	PROF SERV	15,900	0	15,900	500.00	10,000.00	5,400.00	66.0%
011412 529300	REVAL	103,500	0	103,500	55,046.29	32,382.49	16,071.22	84.5%
TOTAL CONTRACTUAL		120,950	0	120,950	55,633.29	42,598.98	22,717.73	81.2%
53 SUPPLIES & MATERIAL								
011412 530200	COPY SUP	200	0	200	61.49	.00	138.51	30.7%
011412 537500	FURN&FIXT	4,000	0	4,000	.00	.00	4,000.00	.0%
TOTAL SUPPLIES & MATERIAL		4,200	0	4,200	61.49	.00	4,138.51	1.5%
54 OTHER CHARGES								
011412 540500	DUES/MEMB	700	0	700	375.00	325.00	.00	100.0%
011412 540600	EDUC/SEMIN	4,000	0	4,000	2,335.52	304.00	1,360.48	66.0%
011412 540700	SEMINARS	2,000	0	2,000	75.00	.00	1,925.00	3.8%
TOTAL OTHER CHARGES		6,700	0	6,700	2,785.52	629.00	3,285.48	51.0%
TOTAL ASSESSORS		365,717	630	366,347	173,876.08	43,227.98	149,242.94	59.3%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
145 TREASURER/COLLECTOR								
51 SALARIES								
011451 511000	S & W	380,331	4,421	384,752	193,277.77	.00	191,474.23	50.2%
TOTAL SALARIES		380,331	4,421	384,752	193,277.77	.00	191,474.23	50.2%
52 CONTRACTUAL								
011452 521000	PRINTING	27,000	0	27,000	4,356.11	.00	22,643.89	16.1%
011452 521500	POSTAGE	50,000	0	50,000	35,565.70	.00	14,434.30	71.1%
011452 521801	FOLD MAINT	1,200	0	1,200	.00	.00	1,200.00	.0%
011452 525303	LICENSES	2,000	0	2,000	.00	.00	2,000.00	.0%
011452 527600	OFFICE EQU	1,900	0	1,900	150.00	150.00	1,600.00	15.8%
011452 528001	BANK FEES	6,000	0	6,000	.00	.00	6,000.00	.0%
011452 528002	TITLE FEES	1,500	0	1,500	210.00	.00	1,290.00	14.0%
011452 529000	PROF SERV	15,000	0	15,000	7,081.63	.00	7,918.37	47.2%
TOTAL CONTRACTUAL		104,600	0	104,600	47,363.44	150.00	57,086.56	45.4%
54 OTHER CHARGES								
011452 540500	DUES/MEMB	250	0	250	100.00	.00	150.00	40.0%
011452 540600	EDUC/SEMIN	3,000	0	3,000	619.25	.00	2,380.75	20.6%
011452 544100	SURETY	1,125	0	1,125	375.00	.00	750.00	33.3%
TOTAL OTHER CHARGES		4,375	0	4,375	1,094.25	.00	3,280.75	25.0%
TOTAL TREASURER/COLLECTOR		489,306	4,421	493,727	241,735.46	150.00	251,841.54	49.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
151 CITY SOLICITOR								
51 SALARIES								
011511 511000	S & W	211,736	0	211,736	107,355.64	.00	104,380.36	50.7%
01151771 511000	S & W	111,533	0	111,533	56,117.88	.00	55,415.12	50.3%
TOTAL SALARIES		323,269	0	323,269	163,473.52	.00	159,795.48	50.6%
52 CONTRACTUAL								
011512 523100	EXPENSES	2,475	0	2,475	.00	.00	2,475.00	.0%
011512 529000	PROF SERV	30,000	0	30,000	3,392.50	.00	26,607.50	11.3%
TOTAL CONTRACTUAL		32,475	0	32,475	3,392.50	.00	29,082.50	10.4%
53 SUPPLIES & MATERIAL								
011512 534200	BOOKS	495	0	495	.00	.00	495.00	.0%
011512 534250	ELECT MASS	4,800	0	4,800	1,861.38	.00	2,938.62	38.8%
TOTAL SUPPLIES & MATERIAL		5,295	0	5,295	1,861.38	.00	3,433.62	35.2%
54 OTHER CHARGES								
011512 540500	DUES/MEMB	2,710	0	2,710	1,425.58	.00	1,284.42	52.6%
011512 540600	EDUC/SEMIN	3,000	0	3,000	2,400.00	.00	600.00	80.0%
011512 544310	PROP INS	708,000	0	708,000	665,623.40	.00	42,376.60	94.0%
011512 544500	SUITSCLAIM	10,000	0	10,000	9,940.00	.00	60.00	99.4%
TOTAL OTHER CHARGES		723,710	0	723,710	679,388.98	.00	44,321.02	93.9%
TOTAL CITY SOLICITOR		1,084,749	0	1,084,749	848,116.38	.00	236,632.62	78.2%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
152 HUMAN RESOURCES								
51 SALARIES								
011521 511000	S & W	146,614	0	146,614	73,735.26	.00	72,878.74	50.3%
TOTAL SALARIES		146,614	0	146,614	73,735.26	.00	72,878.74	50.3%
52 CONTRACTUAL								
011522 520500	ADVERTISE	10,000	0	10,000	1,457.32	.00	8,542.68	14.6%
011522 521000	PRINTING	100	0	100	88.50	.00	11.50	88.5%
TOTAL CONTRACTUAL		10,100	0	10,100	1,545.82	.00	8,554.18	15.3%
54 OTHER CHARGES								
011522 540500	DUES/MEMB	505	0	505	504.00	.00	1.00	99.8%
011522 540600	EDUC/SEMIN	500	0	500	90.00	.00	410.00	18.0%
011522 540700	SCHOOLING	5,000	0	5,000	.00	.00	5,000.00	.0%
011522 543000	PHYSICAL	8,000	0	8,000	2,557.00	.00	5,443.00	32.0%
TOTAL OTHER CHARGES		14,005	0	14,005	3,151.00	.00	10,854.00	22.5%
TOTAL HUMAN RESOURCES		170,719	0	170,719	78,432.08	.00	92,286.92	45.9%

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
155 INFORMATION TECHNOLOGY								
51 SALARIES								
011551 511000	S & W	396,766	0	396,766	210,475.88	.00	186,290.12	53.0%
TOTAL SALARIES		396,766	0	396,766	210,475.88	.00	186,290.12	53.0%
52 CONTRACTUAL								
011552 522000	TELEPHONE	116,100	0	116,100	36,971.12	.00	79,128.88	31.8%
011552 522004	WAN COMMUN	6,077	0	6,077	.00	.00	6,077.00	.0%
011552 525105	COMP MAINT	12,880	0	12,880	4,073.72	1,368.93	7,437.35	42.3%
011552 525106	TEL MAINT	1,000	0	1,000	68.00	.00	932.00	6.8%
011552 525203	NET SERVIC	5,000	0	5,000	.00	.00	5,000.00	.0%
011552 525301	MUNIS SUPP	129,248	0	129,248	116,109.01	.00	13,138.99	89.8%
011552 525303	LICENSES	167,791	0	167,791	48,216.56	12,835.09	106,739.35	36.4%
011552 525305	IT COM NOT	7,417	0	7,417	6,867.13	.00	549.87	92.6%
011552 525309	OSDBA	10,000	0	10,000	.00	.00	10,000.00	.0%
011552 525402	INTERNET	9,180	0	9,180	3,193.90	.00	5,986.10	34.8%
011552 529000	PROF SERV	10,000	0	10,000	.00	1,400.00	8,600.00	14.0%
TOTAL CONTRACTUAL		474,693	0	474,693	215,499.44	15,604.02	243,589.54	48.7%
53 SUPPLIES & MATERIAL								
011552 530120	COMP MISC	2,000	0	2,000	1,768.14	.00	231.86	88.4%
TOTAL SUPPLIES & MATERIAL		2,000	0	2,000	1,768.14	.00	231.86	88.4%
54 OTHER CHARGES								
011552 540700	SEMINARS	5,000	0	5,000	.00	4,995.00	5.00	99.9%
TOTAL OTHER CHARGES		5,000	0	5,000	.00	4,995.00	5.00	99.9%
TOTAL INFORMATION TECHNOLOGY		878,459	0	878,459	427,743.46	20,599.02	430,116.52	51.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
161 CITY CLERK								
51 SALARIES								
011611 511000	S & W	285,137	2,321	287,458	127,647.66	.00	159,810.34	44.4%
011611 513000	OVERTIME	8,000	0	8,000	4,532.83	.00	3,467.17	56.7%
TOTAL SALARIES		293,137	2,321	295,458	132,180.49	.00	163,277.51	44.7%
52 CONTRACTUAL								
011612 520500	ADVERTISE	700	0	700	71.38	.00	628.62	10.2%
011612 521000	PRINTING	2,300	0	2,300	584.25	.00	1,715.75	25.4%
011612 525109	DOG MAINT	700	0	700	.00	.00	700.00	.0%
011612 525401	WEBSITE	9,000	0	9,000	4,051.69	.00	4,948.31	45.0%
011612 529000	PROF SERV	500	0	500	.00	.00	500.00	.0%
011612 529301	RECODE	10,000	0	10,000	2,319.03	.00	7,680.97	23.2%
TOTAL CONTRACTUAL		23,200	0	23,200	7,026.35	.00	16,173.65	30.3%
53 SUPPLIES & MATERIAL								
011612 530501	VITALSUPPL	4,400	0	4,400	.00	.00	4,400.00	.0%
TOTAL SUPPLIES & MATERIAL		4,400	0	4,400	.00	.00	4,400.00	.0%
54 OTHER CHARGES								
011612 540500	DUES/MEMB	500	0	500	175.00	.00	325.00	35.0%
011612 540600	EDUC/SEMIN	2,000	0	2,000	736.20	.00	1,263.80	36.8%
011612 544100	SURETY	100	0	100	.00	.00	100.00	.0%
TOTAL OTHER CHARGES		2,600	0	2,600	911.20	.00	1,688.80	35.0%
TOTAL CITY CLERK		323,337	2,321	325,658	140,118.04	.00	185,539.96	43.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
162 ELECTION/REGISTRAR								
51 SALARIES								
011621 511000	S & W	4,569	0	4,569	1,857.21	.00	2,711.79	40.6%
011621 512000	PT S&W	41,000	0	41,000	27,270.44	.00	13,729.56	66.5%
TOTAL SALARIES		45,569	0	45,569	29,127.65	.00	16,441.35	63.9%
52 CONTRACTUAL								
011622 521000	PRINTING	19,000	0	19,000	5,206.15	.00	13,793.85	27.4%
011622 521500	POSTAGE	9,500	0	9,500	11,252.05	.00	-1,752.05	118.4%
011622 525102	EQUIPMAINT	7,500	0	7,500	10,907.45	.00	-3,407.45	145.4%
011622 529000	PROF SERV	8,000	0	8,000	4,205.47	.00	3,794.53	52.6%
TOTAL CONTRACTUAL		44,000	0	44,000	31,571.12	.00	12,428.88	71.8%
53 SUPPLIES & MATERIAL								
011622 530506	ELEC SUPP	2,500	0	2,500	486.10	.00	2,013.90	19.4%
TOTAL SUPPLIES & MATERIAL		2,500	0	2,500	486.10	.00	2,013.90	19.4%
54 OTHER CHARGES								
011622 540500	DUES/MEMB	175	0	175	.00	.00	175.00	.0%
011622 540600	EDUC/SEMIN	900	0	900	500.00	.00	400.00	55.6%
TOTAL OTHER CHARGES		1,075	0	1,075	500.00	.00	575.00	46.5%
TOTAL ELECTION/REGISTRAR		93,144	0	93,144	61,684.87	.00	31,459.13	66.2%

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
165 LIQUOR COMMISSION								
52 CONTRACTUAL								
011652 529000	PROF SERV	1,000	0	1,000	.00	.00	1,000.00	.0%
011652 529027	COMPLIANCE	1,000	0	1,000	.00	.00	1,000.00	.0%
TOTAL CONTRACTUAL		2,000	0	2,000	.00	.00	2,000.00	.0%
TOTAL LIQUOR COMMISSION		2,000	0	2,000	.00	.00	2,000.00	.0%

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
171 CONSERVATION								
51 SALARIES								
011711 511000	SALARIES	15,200	0	15,200	7,618.93	.00	7,581.07	50.1%
TOTAL SALARIES		15,200	0	15,200	7,618.93	.00	7,581.07	50.1%
52 CONTRACTUAL								
011712 520500	ADVERTISE	150	0	150	.00	.00	150.00	.0%
011712 521000	PRINTING	250	0	250	.00	.00	250.00	.0%
011712 528810	CONSERV	9,925	0	9,925	.00	.00	9,925.00	.0%
TOTAL CONTRACTUAL		10,325	0	10,325	.00	.00	10,325.00	.0%
54 OTHER CHARGES								
011712 540500	DUES/MEMB	710	0	710	710.00	.00	.00	100.0%
011712 540600	EDUC/SEMIN	355	0	355	320.00	.00	35.00	90.1%
TOTAL OTHER CHARGES		1,065	0	1,065	1,030.00	.00	35.00	96.7%
TOTAL CONSERVATION		26,590	0	26,590	8,648.93	.00	17,941.07	32.5%

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
175 PLANNING BOARD								
51 SALARIES								
011751 511000	S & W	362,014	2,975	364,989	173,426.46	.00	191,562.54	47.5%
TOTAL SALARIES		362,014	2,975	364,989	173,426.46	.00	191,562.54	47.5%
52 CONTRACTUAL								
011752 520500	ADVERTISE	730	0	730	.00	.00	730.00	.0%
011752 521000	PRINTING	1,030	0	1,030	57.35	.00	972.65	5.6%
011752 529026	MESSINA AR	10,000	0	10,000	1,940.00	.00	8,060.00	19.4%
TOTAL CONTRACTUAL		11,760	0	11,760	1,997.35	.00	9,762.65	17.0%
54 OTHER CHARGES								
011752 540500	DUES/MEMB	300	0	300	.00	.00	300.00	.0%
011752 540600	EDUC/SEMIN	50	0	50	.00	.00	50.00	.0%
TOTAL OTHER CHARGES		350	0	350	.00	.00	350.00	.0%
TOTAL PLANNING BOARD		374,124	2,975	377,099	175,423.81	.00	201,675.19	46.5%

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
196 ENERGY COMMISSION							
52 CONTRACTUAL							
011962 529000 PROF SERV	2,500	0	2,500	365.00	.00	2,135.00	14.6%
TOTAL CONTRACTUAL	2,500	0	2,500	365.00	.00	2,135.00	14.6%
TOTAL ENERGY COMMISSION	2,500	0	2,500	365.00	.00	2,135.00	14.6%

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
211 POLICE								
51 SALARIES								
012111 511000	S & W	4,657,560	0	4,657,560	2,407,180.34	.00	2,250,379.66	51.7%
012111 513000	OVERTIME	482,000	0	482,000	515,324.43	.00	-33,324.43	106.9%
012111 514000	COURT TIME	45,000	0	45,000	16,598.76	.00	28,401.24	36.9%
TOTAL SALARIES		5,184,560	0	5,184,560	2,939,103.53	.00	2,245,456.47	56.7%
52 CONTRACTUAL								
012112 521000	PRINTING	2,500	0	2,500	1,687.10	.00	812.90	67.5%
012112 521500	POSTAGE	3,600	0	3,600	396.10	.00	3,203.90	11.0%
012112 523500	LAUNDRY	800	0	800	240.00	.00	560.00	30.0%
012112 525103	LEAPS	1,240	0	1,240	.00	.00	1,240.00	.0%
012112 525108	GENERATOR	1,500	0	1,500	.00	.00	1,500.00	.0%
012112 525202	COMP SUPP	47,897	0	47,897	31,120.22	.00	16,776.78	65.0%
012112 525404	BESAFE	1,440	0	1,440	1,440.00	.00	.00	100.0%
012112 527305	RADIO SYS	29,000	0	29,000	13,510.96	.00	15,489.04	46.6%
012112 527601	COPY MAINT	4,500	0	4,500	300.30	.00	4,199.70	6.7%
012112 529000	PROF SERV	2,500	0	2,500	1,846.39	.00	653.61	73.9%
TOTAL CONTRACTUAL		94,977	0	94,977	50,541.07	.00	44,435.93	53.2%
53 SUPPLIES & MATERIAL								
012112 530120	COMP MISC	300	0	300	6.79	.00	293.21	2.3%
012112 530202	FILM SUP	590	0	590	969.00	.00	-379.00	164.2%
012112 530501	MISC SUP	2,969	0	2,969	535.92	.00	2,433.08	18.1%
012112 530505	RADAR	5,000	0	5,000	.00	.00	5,000.00	.0%
012112 533400	ACCREDIT	13,600	0	13,600	3,227.00	.00	10,373.00	23.7%
012112 534200	BOOKS	1,200	0	1,200	270.64	.00	929.36	22.6%
012112 535400	FOOD	500	0	500	121.19	.00	378.81	24.2%
012112 535500	UNIFORMS	73,500	0	73,500	73,336.61	.00	163.39	99.8%
012112 535600	NARCAN	2,500	0	2,500	.00	.00	2,500.00	.0%
012112 535700	AMMUNITION	10,500	0	10,500	8,623.24	.00	1,876.76	82.1%

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL SUPPLIES & MATERIAL		110,659	0	110,659	87,090.39	.00	23,568.61	78.7%
54 OTHER CHARGES								
012112 540500	DUES/MEMB	10,500	0	10,500	10,463.69	.00	36.31	99.7%
012112 540702	TRAINING	75,000	0	75,000	43,073.66	.00	31,926.34	57.4%
TOTAL OTHER CHARGES		85,500	0	85,500	53,537.35	.00	31,962.65	62.6%
TOTAL POLICE		5,475,696	0	5,475,696	3,130,272.34	.00	2,345,423.66	57.2%

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ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
221 FIRE								
51 SALARIES								
012211 511000	S & W	4,504,672	0	4,504,672	2,237,775.75	.00	2,266,896.25	49.7%
012211 513000	OVERTIME	515,000	0	515,000	411,641.95	.00	103,358.05	79.9%
012211 515000	MUTUAL AID	1,500	0	1,500	.00	.00	1,500.00	.0%
TOTAL SALARIES		5,021,172	0	5,021,172	2,649,417.70	.00	2,371,754.30	52.8%
52 CONTRACTUAL								
012212 521000	PRINTING	250	0	250	250.00	.00	.00	100.0%
012212 527311	LIFE/SAFET	10,900	0	10,900	4,270.52	.00	6,629.48	39.2%
012212 527500	VEHICLEREP	100,000	0	100,000	29,736.25	.00	70,263.75	29.7%
012212 527605	FIRE CONTR	5,000	0	5,000	5,000.00	.00	.00	100.0%
012212 527606	RADIO CONT	13,500	0	13,500	621.10	.00	12,878.90	4.6%
012212 529000	PROF SERV	36,140	0	36,140	16,978.60	3,300.00	15,861.40	56.1%
TOTAL CONTRACTUAL		165,790	0	165,790	56,856.47	3,300.00	105,633.53	36.3%
53 SUPPLIES & MATERIAL								
012212 530100	COMP PURCH	2,000	0	2,000	.00	.00	2,000.00	.0%
012212 530503	PREVENTSUP	2,500	0	2,500	.00	.00	2,500.00	.0%
012212 531000	GAS & OIL	500	0	500	.00	.00	500.00	.0%
012212 531200	TIRES	6,000	0	6,000	4,521.14	.00	1,478.86	75.4%
012212 531500	BATTERIES	1,500	0	1,500	302.40	.00	1,197.60	20.2%
012212 532000	CLEAN SUP	4,800	0	4,800	3,203.07	899.48	697.45	85.5%
012212 533000	PAINTS	500	0	500	.00	.00	500.00	.0%
012212 533200	ELECTR SUP	1,000	0	1,000	.00	.00	1,000.00	.0%
012212 533300	ALARM SYS	5,000	0	5,000	378.19	.00	4,621.81	7.6%
012212 533500	TOOLS	2,400	0	2,400	605.98	.00	1,794.02	25.2%
012212 534200	BOOKS	2,000	0	2,000	.00	.00	2,000.00	.0%
012212 535500	UNIFORMS	57,100	0	57,100	50,040.00	.00	7,060.00	87.6%
012212 535501	CLOTHING	500	0	500	.00	.00	500.00	.0%
012212 535502	PROTECT CL	2,400	0	2,400	.00	.00	2,400.00	.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
012212 535505	TURNOUT	75,000	0	75,000	.00	.00	75,000.00	.0%
TOTAL SUPPLIES & MATERIAL		163,200	0	163,200	59,050.78	899.48	103,249.74	36.7%
54 OTHER CHARGES								
012212 540500	DUES/MEMB	975	0	975	620.00	.00	355.00	63.6%
012212 540600	EDUC/SEMIN	1,500	0	1,500	.00	.00	1,500.00	.0%
TOTAL OTHER CHARGES		2,475	0	2,475	620.00	.00	1,855.00	25.1%
56 MISCELLANEOUS								
012212 560200	ED REIMB	24,356	0	24,356	300.00	.00	24,056.00	1.2%
012212 568000	FIRE HOSE	3,700	0	3,700	223.40	.00	3,476.60	6.0%
TOTAL MISCELLANEOUS		28,056	0	28,056	523.40	.00	27,532.60	1.9%
TOTAL FIRE		5,380,693	0	5,380,693	2,766,468.35	4,199.48	2,610,025.17	51.5%

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
241 INSPECTION SERVICES								
51 SALARIES								
012411 511000	S & W	328,407	0	328,407	143,828.30	.00	184,578.70	43.8%
012411 513000	OVERTIME	2,000	0	2,000	1,593.66	.00	406.34	79.7%
TOTAL SALARIES		330,407	0	330,407	145,421.96	.00	184,985.04	44.0%
52 CONTRACTUAL								
012412 521000	PRINTING	400	0	400	.00	.00	400.00	.0%
012412 529000	PROF SERV	10,000	0	10,000	2,945.00	.00	7,055.00	29.5%
TOTAL CONTRACTUAL		10,400	0	10,400	2,945.00	.00	7,455.00	28.3%
53 SUPPLIES & MATERIAL								
012412 530502	W & M SUP	1,500	0	1,500	2,357.92	.00	-857.92	157.2%
012412 534200	BOOKS	1,080	0	1,080	.00	.00	1,080.00	.0%
TOTAL SUPPLIES & MATERIAL		2,580	0	2,580	2,357.92	.00	222.08	91.4%
54 OTHER CHARGES								
012412 540500	DUES/MEMB	500	0	500	195.00	.00	305.00	39.0%
012412 540600	EDUC/SEMIN	1,000	0	1,000	100.00	.00	900.00	10.0%
012412 540700	SEMINARS	300	0	300	.00	.00	300.00	.0%
TOTAL OTHER CHARGES		1,800	0	1,800	295.00	.00	1,505.00	16.4%
TOTAL INSPECTION SERVICES		345,187	0	345,187	151,019.88	.00	194,167.12	43.8%

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CITY OF MELROSE v2021 LIVE

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
291 EMERGENCY MANAGEMENT								
51 SALARIES								
012911 511000	S & W	28,080	0	28,080	14,580.00	.00	13,500.00	51.9%
TOTAL SALARIES		28,080	0	28,080	14,580.00	.00	13,500.00	51.9%
52 CONTRACTUAL								
012912 521000	PRINTING	100	0	100	.00	.00	100.00	.0%
012912 521500	POSTAGE	25	0	25	.00	.00	25.00	.0%
TOTAL CONTRACTUAL		125	0	125	.00	.00	125.00	.0%
53 SUPPLIES & MATERIAL								
012912 530703	RADIO	2,000	0	2,000	.00	.00	2,000.00	.0%
012912 535501	CLOTHING	250	0	250	.00	.00	250.00	.0%
TOTAL SUPPLIES & MATERIAL		2,250	0	2,250	.00	.00	2,250.00	.0%
54 OTHER CHARGES								
012912 540000	OTH CHGEXP	1,555	0	1,555	374.78	.00	1,180.22	24.1%
012912 540500	DUES/MEMB	195	0	195	.00	.00	195.00	.0%
012912 540702	TRAINING	250	0	250	.00	.00	250.00	.0%
TOTAL OTHER CHARGES		2,000	0	2,000	374.78	.00	1,625.22	18.7%
TOTAL EMERGENCY MANAGEMENT		32,455	0	32,455	14,954.78	.00	17,500.22	46.1%

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CITY OF MELROSE v2021 LIVE

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
296 PARKING								
51 SALARIES								
012961 511000	S & W	13,370	1,379	14,749	7,275.78	.00	7,473.22	49.3%
TOTAL SALARIES		13,370	1,379	14,749	7,275.78	.00	7,473.22	49.3%
52 CONTRACTUAL								
012962 521000	PRINTING	3,500	0	3,500	1,053.00	.00	2,447.00	30.1%
012962 527950	GROV/MYRTL	30,000	0	30,000	15,000.00	15,000.00	.00	100.0%
012962 529000	PROF SERV	25,000	0	25,000	3,004.00	.00	21,996.00	12.0%
TOTAL CONTRACTUAL		58,500	0	58,500	19,057.00	15,000.00	24,443.00	58.2%
TOTAL PARKING		71,870	1,379	73,249	26,332.78	15,000.00	31,916.22	56.4%

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
300 SCHOOL							
51 SALARIES							
013001 511000 S & W	35,511,659	0	35,511,659	.00	.00	35,511,659.00	.0%
TOTAL SALARIES	35,511,659	0	35,511,659	.00	.00	35,511,659.00	.0%
TOTAL SCHOOL	35,511,659	0	35,511,659	.00	.00	35,511,659.00	.0%

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
399 REGIONAL SCHOOL ASSESSMENT							
54 OTHER CHARGES							
013012 547100 REGION SCH	1,050,138	0	1,050,138	525,069.00	525,069.00	.00	100.0%
013012 547300 ESSEX AGRI	143,985	0	143,985	89,648.00	.00	54,337.00	62.3%
TOTAL OTHER CHARGES	1,194,123	0	1,194,123	614,717.00	525,069.00	54,337.00	95.4%
TOTAL REGIONAL SCHOOL ASSESSMENT	1,194,123	0	1,194,123	614,717.00	525,069.00	54,337.00	95.4%

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
401 PW ADMINISTRATION/ ENGINEERING							
51 SALARIES							
014011 511000 S & W	743,684	8,313	751,997	400,419.73	.00	351,577.27	53.2%
014011 512000 PT S&W	21,840	0	21,840	6,405.00	.00	15,435.00	29.3%
014011 513000 OVERTIME	7,905	0	7,905	3,687.77	.00	4,217.23	46.7%
TOTAL SALARIES	773,429	8,313	781,742	410,512.50	.00	371,229.50	52.5%
52 CONTRACTUAL							
014012 520500 ADVERTIS	4,000	0	4,000	1,751.80	.00	2,248.20	43.8%
014012 521000 PRINTING	4,500	0	4,500	.00	2,600.00	1,900.00	57.8%
014012 521500 POSTAGE	4,250	0	4,250	115.42	800.00	3,334.58	21.5%
014012 529000 PROF SERV	40,000	68,500	108,500	19,320.52	4,500.00	84,679.48	22.0%
014012 529304 WELLNESS	1,500	0	1,500	.00	.00	1,500.00	.0%
014012 529500 GIS SERVIC	6,000	0	6,000	.00	700.00	5,300.00	11.7%
01401772 529025 SCH OUTRCH	3,500	0	3,500	50.00	.00	3,450.00	1.4%
TOTAL CONTRACTUAL	63,750	68,500	132,250	21,237.74	8,600.00	102,412.26	22.6%
53 SUPPLIES & MATERIAL							
014012 533502 PROF TOOLS	5,000	0	5,000	420.15	501.50	4,078.35	18.4%
014012 533503 OPER TOOLS	10,000	0	10,000	848.37	2,422.45	6,729.18	32.7%
014012 535501 CLOTHING	39,015	0	39,015	21,000.00	3,032.12	14,982.88	61.6%
014012 535509 SAFE EQUIP	8,000	0	8,000	1,122.14	.00	6,877.86	14.0%
TOTAL SUPPLIES & MATERIAL	62,015	0	62,015	23,390.66	5,956.07	32,668.27	47.3%
54 OTHER CHARGES							
014012 540704 PROF DEVEL	15,000	0	15,000	1,969.25	2,437.05	10,593.70	29.4%
TOTAL OTHER CHARGES	15,000	0	15,000	1,969.25	2,437.05	10,593.70	29.4%
TOTAL PW ADMINISTRATION/ ENGINEERING	914,194	76,813	991,007	457,110.15	16,993.12	516,903.73	47.8%

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
402 PW FACILITY MAINTENANCE							
51 SALARIES							
014021 511000 S & W	188,238	3,247	191,485	99,840.85	.00	91,644.15	52.1%
014021 512004 INTERNS	69,120	0	69,120	92,590.50	.00	-23,470.50	134.0%
014021 513000 OVERTIME	16,275	0	16,275	32,712.78	.00	-16,437.78	201.0%
01402531 512002 LIBR PART	25,000	0	25,000	9,990.00	.00	15,010.00	40.0%
01402771 511041 SAL CUSTOD	686,248	13,307	699,555	333,605.37	.00	365,949.63	47.7%
01402771 511042 SAL MAINT	353,914	7,652	361,566	158,415.23	.00	203,150.77	43.8%
01402771 511170 SALARY ED	0	0	0	10,155.00	.00	-10,155.00	100.0%
01402771 512003 SCH PART	25,000	0	25,000	.00	.00	25,000.00	.0%
01402771 513000 OT SCH BLD	77,910	0	77,910	43,203.06	.00	34,706.94	55.5%
01402771 513008 OT F GREEN	8,379	0	8,379	20,087.67	.00	-11,708.67	239.7%
01402771 513160 RENTAL	0	0	0	9,649.34	.00	-9,649.34	100.0%
01402771 513170 ED STATION	0	0	0	21,150.76	.00	-21,150.76	100.0%
TOTAL SALARIES	1,450,084	24,206	1,474,290	831,400.56	.00	642,889.44	56.4%
52 CONTRACTUAL							
014022 522525 ESCO PROJ	216,138	0	216,138	108,068.54	.00	108,069.46	50.0%
014022 522526 ESCO QC	16,621	0	16,621	.00	14,500.00	2,121.00	87.2%
014022 527700 MUNBLD REP	120,000	0	120,000	62,060.95	63,209.81	-5,270.76	104.4%
014022 527759 MUN MAJ CL	30,000	0	30,000	24,347.10	6,652.90	-1,000.00	103.3%
014022 529000 PROF SERV	20,000	0	20,000	.00	.00	20,000.00	.0%
01402502 522506 CH ELECTR	45,000	0	45,000	20,485.48	.00	24,514.52	45.5%
01402502 522611 CH HEAT	18,700	0	18,700	819.50	.00	17,880.50	4.4%
01402512 522507 STR LIGHTS	140,000	0	140,000	58,383.33	1,462.03	80,154.64	42.7%
01402522 522509 COA ELECT	6,800	0	6,800	5,536.62	.00	1,263.38	81.4%
01402522 522613 COA HEAT	4,910	0	4,910	246.42	.00	4,663.58	5.0%
01402532 522510 LIBRARY EL	23,923	0	23,923	7,421.85	1,291.75	15,209.40	36.4%
01402532 522614 LIBR HEAT	10,350	0	10,350	774.93	258.96	9,316.11	10.0%
01402542 522511 POLICE ELE	18,500	0	18,500	8,285.66	.00	10,214.34	44.8%
01402542 522615 POL HEAT	7,500	0	7,500	701.90	.00	6,798.10	9.4%
01402552 522512 FIRE ELEC	27,750	0	27,750	10,940.83	881.73	15,927.44	42.6%
01402552 522616 FIRE HEAT	20,000	0	20,000	1,087.67	168.38	18,743.95	6.3%
01402582 522515 PARK ELECT	26,500	0	26,500	8,835.03	.00	17,664.97	33.3%
01402592 522516 CEM ELECT	5,750	0	5,750	1,335.88	791.70	3,622.42	37.0%

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01402592 522619	CEM HEAT	4,250	0	4,250	1,059.98	2,940.02	250.00	94.1%
01402602 522508	OPER ELECT	40,200	0	40,200	10,598.17	19,860.55	9,741.28	75.8%
01402602 522612	OPER HEAT	33,000	0	33,000	1,220.96	.00	31,779.04	3.7%
01402772 522524	SCH ELECT	700,000	0	700,000	269,085.25	44,369.27	386,545.48	44.8%
01402772 522627	SCH HEAT	260,000	0	260,000	18,279.65	7,593.36	234,126.99	10.0%
01402772 527550	SCH CLEAN	275,000	0	275,000	121,208.96	8,607.60	145,183.44	47.2%
01402772 527551	SCH GROUND	25,000	0	25,000	154.87	.00	24,845.13	.6%
01402772 527552	SCH EQUIP	47,500	0	47,500	41,677.04	35,559.74	-29,736.78	162.6%
01402772 527553	SCH SYSTEM	21,800	0	21,800	9,212.61	7,405.39	5,182.00	76.2%
01402772 527554	SCH DOOR	5,000	0	5,000	5,990.10	11,009.90	-12,000.00	340.0%
01402772 527555	SCHOOL SEC	10,000	0	10,000	.00	.00	10,000.00	.0%
TOTAL CONTRACTUAL		2,180,192	0	2,180,192	797,819.28	226,563.09	1,155,809.63	47.0%
53 SUPPLIES & MATERIAL								
014022 533100	CLEAN SUP	20,000	0	20,000	.00	.00	20,000.00	.0%
014022 533107	CLEAN EQUI	13,750	0	13,750	5,338.15	5,355.85	3,056.00	77.8%
01402772 531825	SCH CONTR	500,000	0	500,000	98,702.13	72,987.21	328,310.66	34.3%
01402772 533115	SC CUSTOD	146,000	0	146,000	86,387.79	89,363.49	-29,751.28	120.4%
01402772 533116	SCH MAINT	98,000	0	98,000	46,793.28	44,904.86	6,301.86	93.6%
TOTAL SUPPLIES & MATERIAL		777,750	0	777,750	237,221.35	212,611.41	327,917.24	57.8%
TOTAL PW FACILITY MAINTENANCE		4,408,026	24,206	4,432,232	1,866,441.19	439,174.50	2,126,616.31	52.0%

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FOR 2023 06

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422 PUBLIC WORKS HIGHWAY								
51 SALARIES								
014221 511000	S & W	269,586	7,856	277,442	138,632.90	.00	138,809.10	50.0%
014221 512004	INTERNS	4,800	0	4,800	4,680.00	.00	120.00	97.5%
014221 513000	OVERTIME	32,603	0	32,603	30,579.39	.00	2,023.61	93.8%
TOTAL SALARIES		306,989	7,856	314,845	173,892.29	.00	140,952.71	55.2%
52 CONTRACTUAL								
014222 520200	TRAF SIG	17,000	0	17,000	6,544.41	3,455.59	7,000.00	58.8%
014222 520450	LIGHT MAIN	21,400	0	21,400	.00	.00	21,400.00	.0%
014222 524000	HIRE EQUIP	32,500	0	32,500	10,800.00	500.00	21,200.00	34.8%
014222 526900	TRAF MRKNG	60,000	0	60,000	20,937.22	21,366.78	17,696.00	70.5%
014222 527100	CATCH BSN	24,000	0	24,000	.00	.00	24,000.00	.0%
014222 527101	NPDES DRAI	70,000	0	70,000	13,300.88	15,871.42	40,827.70	41.7%
014222 527102	DRAINMAINT	15,250	0	15,250	512.00	.00	14,738.00	3.4%
014222 527105	MS4	44,725	0	44,725	.00	.00	44,725.00	.0%
014222 527307	SIDEWK REP	35,100	0	35,100	2,396.00	14,641.11	18,062.89	48.5%
014222 529012	ST SWEEP	50,000	0	50,000	1,500.00	48,500.00	.00	100.0%
TOTAL CONTRACTUAL		369,975	0	369,975	55,990.51	104,334.90	209,649.59	43.3%
53 SUPPLIES & MATERIAL								
014222 533000	PAINTS	8,266	0	8,266	89.98	410.02	7,766.00	6.0%
014222 533504	BARRICADE	2,100	0	2,100	.00	.00	2,100.00	.0%
014222 535800	BUT PATCH	44,000	0	44,000	15,089.80	25,910.20	3,000.00	93.2%
014222 536000	CEM&CONCR	4,536	0	4,536	.00	.00	4,536.00	.0%
014222 536210	ROAD STRUC	7,560	0	7,560	.00	.00	7,560.00	.0%
014222 537200	LUMBER	2,400	0	2,400	375.72	1,124.28	900.00	62.5%
014222 538000	SIGN MAT	15,000	0	15,000	1,953.71	8,061.95	4,984.34	66.8%
TOTAL SUPPLIES & MATERIAL		83,862	0	83,862	17,509.21	35,506.45	30,846.34	63.2%
TOTAL PUBLIC WORKS HIGHWAY		760,826	7,856	768,682	247,392.01	139,841.35	381,448.64	50.4%

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423 PUBLIC WORKS SNOW REMOVAL								
51 SALARIES								
014231 513000	OVERTIME	125,000	0	125,000	12,895.02	.00	112,104.98	10.3%
TOTAL SALARIES		125,000	0	125,000	12,895.02	.00	112,104.98	10.3%
52 CONTRACTUAL								
014232 524000	HIRE EQUIP	273,700	0	273,700	896.03	347,000.00	-74,196.03	127.1%
014232 529015	YOUTH SNOW	1,000	0	1,000	.00	.00	1,000.00	.0%
014232 529220	WEATHER	2,300	0	2,300	1,308.00	.00	992.00	56.9%
TOTAL CONTRACTUAL		277,000	0	277,000	2,204.03	347,000.00	-72,204.03	126.1%
53 SUPPLIES & MATERIAL								
014232 531000	GAS&OIL	15,000	0	15,000	.00	15,000.00	.00	100.0%
014232 531201	TIRE CHAIN	2,000	0	2,000	297.26	14,702.74	-13,000.00	750.0%
014232 531203	PLOW PARTS	30,000	0	30,000	2,065.78	21,234.22	6,700.00	77.7%
014232 531800	PARTS&REP	35,000	0	35,000	9,868.99	87,224.52	-62,093.51	277.4%
014232 533500	TOOLS	2,000	0	2,000	1,852.97	8,222.03	-8,075.00	503.8%
014232 534900	SALT	222,000	0	222,000	.00	150,526.00	71,474.00	67.8%
014232 535000	SAND&GRAVE	15,000	0	15,000	.00	.00	15,000.00	.0%
014232 535401	SNOW MEALS	2,000	0	2,000	.00	.00	2,000.00	.0%
TOTAL SUPPLIES & MATERIAL		323,000	0	323,000	14,085.00	296,909.51	12,005.49	96.3%
TOTAL PUBLIC WORKS SNOW REMOVAL		725,000	0	725,000	29,184.05	643,909.51	51,906.44	92.8%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
433 PUBLIC WORKS SANITATION								
51 SALARIES								
014331 511000	S & W	128,060	2,241	130,301	66,266.22	.00	64,034.78	50.9%
014331 512000	PT S&W	7,500	0	7,500	4,467.00	.00	3,033.00	59.6%
014331 513000	OVERTIME	58,000	0	58,000	39,450.90	.00	18,549.10	68.0%
TOTAL SALARIES		193,560	2,241	195,801	110,184.12	.00	85,616.88	56.3%
52 CONTRACTUAL								
014332 522700	TRASH DISP	578,000	0	578,000	282,248.54	266,575.14	29,176.32	95.0%
014332 522702	HAZARD COL	7,000	0	7,000	199.00	1,801.00	5,000.00	28.6%
014332 522710	TRASH/RECY	825,000	0	825,000	403,915.85	284,332.52	136,751.63	83.4%
014332 522712	RECYCLING	159,000	0	159,000	.00	.00	159,000.00	.0%
014332 524000	HIRE EQUIP	50,000	0	50,000	163.29	20,336.71	29,500.00	41.0%
TOTAL CONTRACTUAL		1,619,000	0	1,619,000	686,526.68	573,045.37	359,427.95	77.8%
TOTAL PUBLIC WORKS SANITATION		1,812,560	2,241	1,814,801	796,710.80	573,045.37	445,044.83	75.5%

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CITY OF MELROSE v2021 LIVE

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
475 PW PARK & FORESTRY								
51 SALARIES								
014751 511000	S & W	574,794	11,330	586,124	252,591.43	.00	333,532.57	43.1%
014751 512000	PT S&W	24,000	0	24,000	14,280.00	.00	9,720.00	59.5%
014751 513000	OVERTIME	42,500	0	42,500	36,856.41	.00	5,643.59	86.7%
TOTAL SALARIES		641,294	11,330	652,624	303,727.84	.00	348,896.16	46.5%
52 CONTRACTUAL								
014752 524006	FRST HIRED	21,500	0	21,500	18,808.00	2,260.00	432.00	98.0%
014752 524007	PARK HIRED	30,000	0	30,000	19,712.60	4,426.00	5,861.40	80.5%
014752 527400	IRRIG REP	12,000	0	12,000	10,265.00	5,435.00	-3,700.00	130.8%
014752 527806	PLYGRND RE	6,500	0	6,500	.00	.00	6,500.00	.0%
014752 528805	MOW&MAINT	68,000	0	68,000	19,566.00	8,456.18	39,977.82	41.2%
TOTAL CONTRACTUAL		138,000	0	138,000	68,351.60	20,577.18	49,071.22	64.4%
53 SUPPLIES & MATERIAL								
014752 531826	EQUIP PART	6,500	0	6,500	1,478.64	521.46	4,499.90	30.8%
014752 533050	FLD MRKNG	7,500	0	7,500	1,798.59	1,401.41	4,300.00	42.7%
014752 533505	LAND EQUIP	6,500	0	6,500	625.64	.00	5,874.36	9.6%
014752 535200	LANDSC SUP	54,000	0	54,000	25,434.91	6,533.40	22,031.69	59.2%
014752 537300	FENCE MAT	4,200	0	4,200	144.00	.00	4,056.00	3.4%
014752 537610	BEN&BARR	4,200	0	4,200	.00	235.95	3,964.05	5.6%
014752 537640	ADOPTASITE	5,000	0	5,000	520.00	.00	4,480.00	10.4%
TOTAL SUPPLIES & MATERIAL		87,900	0	87,900	30,001.78	8,692.22	49,206.00	44.0%
TOTAL PW PARK & FORESTRY		867,194	11,330	878,524	402,081.22	29,269.40	447,173.38	49.1%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
485 PW AUTOMOTIVE								
51 SALARIES								
014851 511000	S & W	191,189	0	191,189	64,175.35	.00	127,013.65	33.6%
014851 513000	OVERTIME	6,484	0	6,484	9,953.75	.00	-3,469.75	153.5%
TOTAL SALARIES		197,673	0	197,673	74,129.10	.00	123,543.90	37.5%
53 SUPPLIES & MATERIAL								
014852 531000	GAS & OIL	140,000	0	140,000	82,034.11	5,357.27	52,608.62	62.4%
014852 531200	TIRES	21,775	0	21,775	8,354.40	2,645.80	10,774.80	50.5%
014852 531204	POL TIRES	3,308	0	3,308	.00	.00	3,308.00	.0%
014852 531205	WELD SUPP	2,040	0	2,040	1,685.78	250.00	104.22	94.9%
014852 531500	BATTERIES	4,245	0	4,245	.00	.00	4,245.00	.0%
014852 531800	PARTS&REP	98,313	0	98,313	57,316.70	33,312.45	7,683.85	92.2%
014852 532000	CLEAN&DISF	3,360	0	3,360	.00	1,089.81	2,270.19	32.4%
014852 533500	TOOLS	4,500	0	4,500	.00	.00	4,500.00	.0%
01485542 531804	POL MV RP	25,650	0	25,650	3,858.64	9,861.36	11,930.00	53.5%
01485772 531814	ALL SCH MV	8,400	0	8,400	-54.00	220.00	8,234.00	2.0%
TOTAL SUPPLIES & MATERIAL		311,591	0	311,591	153,195.63	52,736.69	105,658.68	66.1%
TOTAL PW AUTOMOTIVE		509,264	0	509,264	227,324.73	52,736.69	229,202.58	55.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
491 CEMETERY								
51 SALARIES								
014911 511000	S & W	189,491	4,889	194,380	99,750.65	.00	94,629.35	51.3%
014911 512000	PT S&W	24,650	0	24,650	12,480.00	.00	12,170.00	50.6%
014911 513000	OVERTIME	16,210	0	16,210	9,833.62	.00	6,376.38	60.7%
TOTAL SALARIES		230,351	4,889	235,240	122,064.27	.00	113,175.73	51.9%
52 CONTRACTUAL								
014912 524000	HIRE EQUIP	4,800	0	4,800	306.30	.00	4,493.70	6.4%
TOTAL CONTRACTUAL		4,800	0	4,800	306.30	.00	4,493.70	6.4%
53 SUPPLIES & MATERIAL								
014912 530704	CEM MARK	2,500	0	2,500	144.50	1,933.50	422.00	83.1%
014912 531205	WELD SUPP	850	0	850	.00	.00	850.00	.0%
014912 532000	CLEAN&DISF	900	0	900	.00	.00	900.00	.0%
014912 535200	LANDSC SUP	15,000	0	15,000	4,553.46	5,369.33	5,077.21	66.2%
014912 536000	CEM&CONCR	4,500	0	4,500	.00	.00	4,500.00	.0%
014912 536100	PIPES&FITT	1,500	0	1,500	.00	.00	1,500.00	.0%
014912 537300	FENCE MAT	200	0	200	.00	.00	200.00	.0%
TOTAL SUPPLIES & MATERIAL		25,450	0	25,450	4,697.96	7,302.83	13,449.21	47.2%
54 OTHER CHARGES								
014912 544310	PROP INS	3,300	0	3,300	.00	.00	3,300.00	.0%
TOTAL OTHER CHARGES		3,300	0	3,300	.00	.00	3,300.00	.0%
TOTAL CEMETERY		263,901	4,889	268,790	127,068.53	7,302.83	134,418.64	50.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
511 HEALTH							
51 SALARIES							
015111 511000 S & W	473,959	16,994	490,953	272,987.03	.00	217,965.97	55.6%
01511771 511000 S&W SCHOOL	658,109	22,720	680,829	242,576.98	.00	438,252.02	35.6%
TOTAL SALARIES	1,132,068	39,714	1,171,782	515,564.01	.00	656,217.99	44.0%
52 CONTRACTUAL							
015112 520500 ADVERTISE	800	0	800	132.10	.00	667.90	16.5%
015112 521000 PRINTING	500	0	500	.00	.00	500.00	.0%
015112 522711 SHARPS	1,800	0	1,800	770.00	.00	1,030.00	42.8%
015112 523000 MILEAGE	1,000	0	1,000	182.64	.00	817.36	18.3%
015112 524500 PEST CONTR	24,000	0	24,000	10,832.99	.00	13,167.01	45.1%
015112 529000 PROF SERV	1,400	0	1,400	2,435.00	.00	-1,035.00	173.9%
015112 529031 ANIM SHELT	3,000	0	3,000	695.61	.00	2,304.39	23.2%
015112 529032 INTERFACE	16,000	0	16,000	20,000.00	.00	-4,000.00	125.0%
01511772 529000 PROF SERV	9,000	0	9,000	5,925.00	.00	3,075.00	65.8%
TOTAL CONTRACTUAL	57,500	0	57,500	40,973.34	.00	16,526.66	71.3%
53 SUPPLIES & MATERIAL							
015112 530501 MISC SUP	600	0	600	130.98	.00	469.02	21.8%
015112 533500 TOOLS	600	0	600	339.90	.00	260.10	56.7%
015112 535501 CLOTHING	250	0	250	.00	.00	250.00	.0%
01511772 532100 MEDICALSUP	8,900	0	8,900	.00	.00	8,900.00	.0%
TOTAL SUPPLIES & MATERIAL	10,350	0	10,350	470.88	.00	9,879.12	4.5%
54 OTHER CHARGES							
015112 540500 DUES/MEMB	600	0	600	60.00	.00	540.00	10.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
015112 540700	SEMINARS	1,500	0	1,500	2,278.30	.00	-778.30	151.9%
015112 547000	RIVERSIDE	6,200	0	6,200	.00	.00	6,200.00	.0%
015112 547001	COMMUNITAS	8,460	0	8,460	.00	.00	8,460.00	.0%
TOTAL OTHER CHARGES		16,760	0	16,760	2,338.30	.00	14,421.70	14.0%
TOTAL HEALTH		1,216,678	39,714	1,256,392	559,346.53	.00	697,045.47	44.5%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
540 BEEBE ESTATE								
52 CONTRACTUAL								
015402 522505	BEEBE ELEC	1,800	0	1,800	771.17	.00	1,028.83	42.8%
015402 522605	BEEBE GAS	3,900	0	3,900	1,088.56	.00	2,811.44	27.9%
015402 527700	BLDGREPAIR	2,000	0	2,000	.00	.00	2,000.00	.0%
TOTAL CONTRACTUAL		7,700	0	7,700	1,859.73	.00	5,840.27	24.2%
53 SUPPLIES & MATERIAL								
015402 530501	MISC SUP	200	0	200	.00	.00	200.00	.0%
TOTAL SUPPLIES & MATERIAL		200	0	200	.00	.00	200.00	.0%
TOTAL BEEBE ESTATE		7,900	0	7,900	1,859.73	.00	6,040.27	23.5%

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
541 COUNCIL ON AGING							
51 SALARIES							
015411 511000 S & W	252,442	1,950	254,392	117,745.89	.00	136,646.11	46.3%
TOTAL SALARIES	252,442	1,950	254,392	117,745.89	.00	136,646.11	46.3%
52 CONTRACTUAL							
015412 521000 PRINTING	600	0	600	.00	.00	600.00	.0%
015412 523000 MILEAGE	100	0	100	.00	.00	100.00	.0%
015412 527304 FIRE ALARM	300	0	300	.00	.00	300.00	.0%
TOTAL CONTRACTUAL	1,000	0	1,000	.00	.00	1,000.00	.0%
53 SUPPLIES & MATERIAL							
015412 530501 MISC SUP	1,300	0	1,300	499.50	.00	800.50	38.4%
015412 535500 UNIFORMS	500	0	500	.00	.00	500.00	.0%
TOTAL SUPPLIES & MATERIAL	1,800	0	1,800	499.50	.00	1,300.50	27.8%
54 OTHER CHARGES							
015412 540500 DUES/MEMB	2,885	0	2,885	1,989.96	.00	895.04	69.0%
TOTAL OTHER CHARGES	2,885	0	2,885	1,989.96	.00	895.04	69.0%
TOTAL COUNCIL ON AGING	258,127	1,950	260,077	120,235.35	.00	139,841.65	46.2%

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
542 WOMEN'S COMMISSION							
54 OTHER CHARGES							
015422 540000 OTH CHGEXP	2,000	0	2,000	300.00	.00	1,700.00	15.0%
TOTAL OTHER CHARGES	2,000	0	2,000	300.00	.00	1,700.00	15.0%
TOTAL WOMEN'S COMMISSION	2,000	0	2,000	300.00	.00	1,700.00	15.0%

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
543 VETERANS								
51 SALARIES								
015431 511000	S & W	152,962	0	152,962	76,547.24	.00	76,414.76	50.0%
TOTAL SALARIES		152,962	0	152,962	76,547.24	.00	76,414.76	50.0%
52 CONTRACTUAL								
015432 523000	MILEAGE	500	0	500	.00	.00	500.00	.0%
015432 525303	LICENSES	700	0	700	.00	.00	700.00	.0%
015432 527803	WAR MEM	4,000	0	4,000	1,665.62	.00	2,334.38	41.6%
TOTAL CONTRACTUAL		5,200	0	5,200	1,665.62	.00	3,534.38	32.0%
54 OTHER CHARGES								
015432 540500	DUES	160	0	160	.00	.00	160.00	.0%
015432 540600	EDUC/SEMIN	2,000	0	2,000	.00	.00	2,000.00	.0%
015432 542501	RENT VETS	1,550	0	1,550	.00	.00	1,550.00	.0%
015432 544000	VET BENE	275,000	0	275,000	79,516.43	.00	195,483.57	28.9%
015432 544020	OUTREACH	2,000	0	2,000	.00	.00	2,000.00	.0%
TOTAL OTHER CHARGES		280,710	0	280,710	79,516.43	.00	201,193.57	28.3%
TOTAL VETERANS		438,872	0	438,872	157,729.29	.00	281,142.71	35.9%

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
544 HUMAN RIGHTS							
52 CONTRACTUAL							
015442 521000 PRINTING	525	0	525	.00	.00	525.00	.0%
015442 529000 PROF SERV	2,475	0	2,475	926.34	.00	1,548.66	37.4%
TOTAL CONTRACTUAL	3,000	0	3,000	926.34	.00	2,073.66	30.9%
TOTAL HUMAN RIGHTS	3,000	0	3,000	926.34	.00	2,073.66	30.9%

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FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
545 DISABILITY COMMISSION							
54 OTHER CHARGES							
015452 540000 OTH CHGEXP	2,500	0	2,500	.00	.00	2,500.00	.0%
TOTAL OTHER CHARGES	2,500	0	2,500	.00	.00	2,500.00	.0%
TOTAL DISABILITY COMMISSION	2,500	0	2,500	.00	.00	2,500.00	.0%

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ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
611 LIBRARY								
51 SALARIES								
016111 511000	S & W	988,138	0	988,138	495,141.56	.00	492,996.44	50.1%
016111 513000	OVERTIME	15,454	0	15,454	4,817.58	.00	10,636.42	31.2%
TOTAL SALARIES		1,003,592	0	1,003,592	499,959.14	.00	503,632.86	49.8%
52 CONTRACTUAL								
016112 521000	PRINTING	1,000	0	1,000	516.00	.00	484.00	51.6%
016112 521500	POSTAGE	1,400	0	1,400	160.25	.00	1,239.75	11.4%
016112 522000	TELEPHONE	2,500	0	2,500	279.52	.00	2,220.48	11.2%
016112 523000	MILEAGE	250	0	250	87.00	.00	163.00	34.8%
016112 525104	NOBLE	52,087	0	52,087	26,043.48	.00	26,043.52	50.0%
016112 527702	CONTRACT	15,235	0	15,235	8,711.02	.00	6,523.98	57.2%
TOTAL CONTRACTUAL		72,472	0	72,472	35,797.27	.00	36,674.73	49.4%
53 SUPPLIES & MATERIAL								
016112 530100	COMP PURCH	1,500	0	1,500	2,422.74	.00	-922.74	161.5%
016112 530500	OFFICE SUP	8,000	0	8,000	2,965.08	.00	5,034.92	37.1%
016112 534100	AUDIO MAT	4,000	0	4,000	1,491.85	.00	2,508.15	37.3%
016112 534150	VIDEO FORM	4,000	0	4,000	1,024.04	.00	2,975.96	25.6%
016112 534200	BOOKS	42,000	0	42,000	38,323.77	.00	3,676.23	91.2%
016112 534210	ELECTRONIC	6,530	0	6,530	503.11	.00	6,026.89	7.7%
016112 534220	NETWRK ECO	18,407	0	18,407	18,407.00	.00	.00	100.0%
016112 534230	DOWNLOAD	10,069	0	10,069	10,656.28	.00	-587.28	105.8%
016112 534240	ELECTR DAT	16,026	0	16,026	14,221.56	.00	1,804.44	88.7%
016112 534300	LIB PASSES	2,000	0	2,000	2,140.00	.00	-140.00	107.0%
016112 534800	RECRE SUP	1,000	0	1,000	202.64	.00	797.36	20.3%
TOTAL SUPPLIES & MATERIAL		113,532	0	113,532	92,358.07	.00	21,173.93	81.3%
54 OTHER CHARGES								
016112 540500	DUES/MEMB	300	0	300	236.00	.00	64.00	78.7%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
016112 540600	EDUC/SEMIN	500	0	500	.00	.00	500.00	.0%
016112 542700	RECPROGRAM	2,600	0	2,600	750.00	.00	1,850.00	28.8%
TOTAL OTHER CHARGES		3,400	0	3,400	986.00	.00	2,414.00	29.0%
TOTAL LIBRARY		1,192,996	0	1,192,996	629,100.48	.00	563,895.52	52.7%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
631 RECREATION							
51 SALARIES							
016311 511000 S & W	64,130	0	64,130	64,130.00	.00	.00	100.0%
TOTAL SALARIES	64,130	0	64,130	64,130.00	.00	.00	100.0%
54 OTHER CHARGES							
016312 542702 INCLUSIVE	3,600	0	3,600	202.33	.00	3,397.67	5.6%
016312 542704 REC SCHOLR	4,000	0	4,000	2,835.00	.00	1,165.00	70.9%
016312 548950 COMM OUTRE	2,500	0	2,500	2,183.11	.00	316.89	87.3%
TOTAL OTHER CHARGES	10,100	0	10,100	5,220.44	.00	4,879.56	51.7%
55 CAPITAL OUTLAY							
016312 551067 TEENPROGRA	9,800	0	9,800	6,273.50	.00	3,526.50	64.0%
TOTAL CAPITAL OUTLAY	9,800	0	9,800	6,273.50	.00	3,526.50	64.0%
TOTAL RECREATION	84,030	0	84,030	75,623.94	.00	8,406.06	90.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
652 PINE BANKS								
51 SALARIES								
016521 511000	S & W	213,514	0	213,514	104,057.95	.00	109,456.05	48.7%
016521 513000	OVERTIME	6,100	0	6,100	2,888.92	.00	3,211.08	47.4%
TOTAL SALARIES		219,614	0	219,614	106,946.87	.00	112,667.13	48.7%
52 CONTRACTUAL								
016522 522000	TELEPHONE	2,500	0	2,500	2,200.02	299.98	.00	100.0%
016522 522500	ELECTRIC	13,000	0	13,000	6,880.00	6,120.00	.00	100.0%
016522 527500	MV REPAIRS	2,500	0	2,500	1,249.98	1,250.02	.00	100.0%
016522 527700	BLDGREPAIR	10,000	0	10,000	3,906.25	6,093.75	.00	100.0%
016522 528600	AUDIT SERV	8,000	0	8,000	5,259.35	2,740.65	.00	100.0%
016522 528804	ATH FIELD	3,300	0	3,300	1,650.00	1,650.00	.00	100.0%
016522 529000	PROF SERV	5,000	0	5,000	2,499.98	2,500.02	.00	100.0%
TOTAL CONTRACTUAL		44,300	0	44,300	23,645.58	20,654.42	.00	100.0%
53 SUPPLIES & MATERIAL								
016522 530500	OFFICE SUP	500	0	500	250.02	249.98	.00	100.0%
016522 530800	HEAT FUEL	4,500	0	4,500	3,437.50	1,062.50	.00	100.0%
016522 531000	GAS & OIL	3,500	0	3,500	1,750.02	1,749.98	.00	100.0%
016522 532000	CLEAN SUP	500	0	500	250.02	249.98	.00	100.0%
016522 533000	PAINTS	500	0	500	250.02	249.98	.00	100.0%
016522 533500	TOOLS	500	0	500	250.02	249.98	.00	100.0%
016522 535100	PARK SUP	30,000	0	30,000	19,531.25	10,468.75	.00	100.0%
016522 537200	LUMBER	500	0	500	250.02	249.98	.00	100.0%
TOTAL SUPPLIES & MATERIAL		40,500	0	40,500	25,968.87	14,531.13	.00	100.0%
54 OTHER CHARGES								
016522 543201	WCINS PINE	5,225	0	5,225	4,300.00	925.00	.00	100.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
016522 544320	FIRE INS	2,000	0	2,000	3,500.00	.00	-1,500.00	175.0%
016522 544325	PB LIAB IN	1,250	0	1,250	1,250.00	.00	.00	100.0%
016522 544330	AUTO INS	1,750	0	1,750	.00	1,750.00	.00	100.0%
TOTAL OTHER CHARGES		10,225	0	10,225	9,050.00	2,675.00	-1,500.00	114.7%
55 CAPITAL OUTLAY								
016523 551095	PB EQUIP	7,500	0	7,500	.00	7,500.00	.00	100.0%
TOTAL CAPITAL OUTLAY		7,500	0	7,500	.00	7,500.00	.00	100.0%
TOTAL PINE BANKS		322,139	0	322,139	165,611.32	45,360.55	111,167.13	65.5%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
692 COMMUNITY EVENTS							
56 MISCELLANEOUS							
016922 560300 CELEB EXP	6,000	0	6,000	.00	.00	6,000.00	.0%
016922 560301 CELEB VET	2,000	0	2,000	.00	.00	2,000.00	.0%
TOTAL MISCELLANEOUS	8,000	0	8,000	.00	.00	8,000.00	.0%
TOTAL COMMUNITY EVENTS	8,000	0	8,000	.00	.00	8,000.00	.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
693 MEMORIAL BUILDING								
51 SALARIES								
016931 511000	S & W	152,183	0	152,183	66,831.66	.00	85,351.34	43.9%
TOTAL SALARIES		152,183	0	152,183	66,831.66	.00	85,351.34	43.9%
52 CONTRACTUAL								
016932 522500	ELECTRIC	20,700	0	20,700	9,371.94	.00	11,328.06	45.3%
016932 522600	GAS HEAT	12,295	0	12,295	1,149.99	.00	11,145.01	9.4%
016932 527303	ELEVATOR	5,200	0	5,200	5,373.08	.00	-173.08	103.3%
016932 527700	BLDGREPAIR	6,273	0	6,273	1,816.09	.00	4,456.91	29.0%
016932 529000	PROF SERV	16,000	0	16,000	4,651.15	.00	11,348.85	29.1%
TOTAL CONTRACTUAL		60,468	0	60,468	22,362.25	.00	38,105.75	37.0%
53 SUPPLIES & MATERIAL								
016932 530501	MISC SUP	5,170	0	5,170	2,827.95	.00	2,342.05	54.7%
016932 530508	MARKET SUP	800	0	800	150.00	.00	650.00	18.8%
TOTAL SUPPLIES & MATERIAL		5,970	0	5,970	2,977.95	.00	2,992.05	49.9%
TOTAL MEMORIAL BUILDING		218,621	0	218,621	92,171.86	.00	126,449.14	42.2%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
711 MUNICIPAL DEBT							
56 MISCELLANEOUS							
017112 565000 MUNI DEBT	2,190,000	0	2,190,000	2,041,000.00	.00	149,000.00	93.2%
017112 565010 EX PRINC	1,588,910	0	1,588,910	1,588,909.35	.00	.65	100.0%
TOTAL MISCELLANEOUS	3,778,910	0	3,778,910	3,629,909.35	.00	149,000.65	96.1%
TOTAL MUNICIPAL DEBT	3,778,910	0	3,778,910	3,629,909.35	.00	149,000.65	96.1%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
751 MUNICIPAL DEBT INTEREST								
54 OTHER CHARGES								
017512 549102	MUNI INT	920,261	0	920,261	479,425.02	.00	440,835.98	52.1%
017512 549103	EXEMPT INT	353,273	0	353,273	211,312.65	.00	141,960.35	59.8%
TOTAL OTHER CHARGES		1,273,534	0	1,273,534	690,737.67	.00	582,796.33	54.2%
TOTAL MUNICIPAL DEBT INTEREST		1,273,534	0	1,273,534	690,737.67	.00	582,796.33	54.2%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
752 PROJECTED DEBT & TEMP INTEREST							
54 OTHER CHARGES							
017522 549100 PROJ DEBT	31,777	0	31,777	14,036.60	.00	17,740.40	44.2%
TOTAL OTHER CHARGES	31,777	0	31,777	14,036.60	.00	17,740.40	44.2%
TOTAL PROJECTED DEBT & TEMP INTEREST	31,777	0	31,777	14,036.60	.00	17,740.40	44.2%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
800 INTERGOV CHERRY SHEET								
15 INTERGOVERNMENTAL								
018006 560010	CHARTER SC	0	0	0	1,984,050.00	.00	-1,984,050.00	100.0%
018006 560015	RMV NON-RE	0	0	0	16,257.00	.00	-16,257.00	100.0%
018006 560025	AIR POLL	0	0	0	5,466.00	.00	-5,466.00	100.0%
018006 560030	METRO AREA	0	0	0	8,328.00	.00	-8,328.00	100.0%
018006 560035	MBTA	0	0	0	344,274.00	.00	-344,274.00	100.0%
018006 560040	SCH CHOICE	0	0	0	95,438.00	.00	-95,438.00	100.0%
TOTAL INTERGOVERNMENTAL		0	0	0	2,453,813.00	.00	-2,453,813.00	100.0%
TOTAL INTERGOV CHERRY SHEET		0	0	0	2,453,813.00	.00	-2,453,813.00	100.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
911 PENSION							
51 SALARIES							
019111 511010 CONTRIB	7,039,967	0	7,039,967	7,039,967.00	.00	.00	100.0%
TOTAL SALARIES	7,039,967	0	7,039,967	7,039,967.00	.00	.00	100.0%
TOTAL PENSION	7,039,967	0	7,039,967	7,039,967.00	.00	.00	100.0%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
912 WORKER'S COMPENSATION								
54 OTHER CHARGES								
019122 543100	W C MED	100,000	0	100,000	44,050.72	.00	55,949.28	44.1%
019122 543101	W C EXP	50,000	0	50,000	29,603.25	.00	20,396.75	59.2%
019122 543102	W C BENE	200,000	0	200,000	120,098.97	.00	79,901.03	60.0%
019122 543200	INDEMN	70,000	0	70,000	672.47	.00	69,327.53	1.0%
TOTAL OTHER CHARGES		420,000	0	420,000	194,425.41	.00	225,574.59	46.3%
TOTAL WORKER'S COMPENSATION		420,000	0	420,000	194,425.41	.00	225,574.59	46.3%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
913 UNEMPLOYMENT							
54 OTHER CHARGES							
019132 544400 UNEMP EXP	100,000	0	100,000	47,185.59	.00	52,814.41	47.2%
TOTAL OTHER CHARGES	100,000	0	100,000	47,185.59	.00	52,814.41	47.2%
TOTAL UNEMPLOYMENT	100,000	0	100,000	47,185.59	.00	52,814.41	47.2%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
914 EMPLOYEE BENEFITS								
51 SALARIES								
019141 511000	S & W	92,736	0	92,736	46,284.19	.00	46,451.81	49.9%
TOTAL SALARIES		92,736	0	92,736	46,284.19	.00	46,451.81	49.9%
54 OTHER CHARGES								
019142 549201	GROUP HEAL	12,482,900	0	12,482,900	6,165,619.95	.00	6,317,280.05	49.4%
019142 549214	LIFE INS P	118,000	0	118,000	42,632.10	.00	75,367.90	36.1%
019142 549215	SENTINEL F	17,500	0	17,500	7,588.40	.00	9,911.60	43.4%
019142 549217	PART B 70%	785,000	0	785,000	13,999.72	.00	771,000.28	1.8%
019142 549218	PART B PEN	35,000	0	35,000	14,013.50	.00	20,986.50	40.0%
019142 549223	HIATUS	0	0	0	3,315.52	.00	-3,315.52	100.0%
019142 549224	OPT OUT	892,500	0	892,500	423,040.47	.00	469,459.53	47.4%
TOTAL OTHER CHARGES		14,330,900	0	14,330,900	6,670,209.66	.00	7,660,690.34	46.5%
TOTAL EMPLOYEE BENEFITS		14,423,636	0	14,423,636	6,716,493.85	.00	7,707,142.15	46.6%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
916 MEDICARE TAX CITY PORTION							
54 OTHER CHARGES							
019162 548000 MED TX CTY	885,000	0	885,000	387,761.43	.00	497,238.57	43.8%
TOTAL OTHER CHARGES	885,000	0	885,000	387,761.43	.00	497,238.57	43.8%
TOTAL MEDICARE TAX CITY PORTION	885,000	0	885,000	387,761.43	.00	497,238.57	43.8%

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
930 DEPARTMENTAL EQUIPMENT								
52 CONTRACTUAL								
019302 527602	IT COPY LE	27,707	0	27,707	4,905.12	.00	22,801.88	17.7%
TOTAL CONTRACTUAL		27,707	0	27,707	4,905.12	.00	22,801.88	17.7%
53 SUPPLIES & MATERIAL								
019302 530100	IT COMP PU	28,000	0	28,000	.00	28,000.00	.00	100.0%
019302 530103	IT PRINTER	2,000	0	2,000	769.00	1,231.00	.00	100.0%
019302 530500	OFFICE SUP	33,329	0	33,329	9,744.41	23,585.91	-1.32	100.0%
TOTAL SUPPLIES & MATERIAL		63,329	0	63,329	10,513.41	52,816.91	-1.32	100.0%
55 CAPITAL OUTLAY								
019303 551059	PERMIT SFT	60,000	0	60,000	17,762.94	.00	42,237.06	29.6%
TOTAL CAPITAL OUTLAY		60,000	0	60,000	17,762.94	.00	42,237.06	29.6%
TOTAL DEPARTMENTAL EQUIPMENT		151,036	0	151,036	33,181.47	52,816.91	65,037.62	56.9%

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
931 CAPITAL OUTLAY							
55 CAPITAL OUTLAY							
019313 551098 CTY IT TEC	50,000	0	50,000	.00	.00	50,000.00	.0%
019313 551099 PB PROJECT	101,295	0	101,295	101,294.18	.00	.82	100.0%
019313 551102 PF SHED	48,598	0	48,598	48,597.67	.00	.33	100.0%
01931773 551097 SCHOOL IT	50,000	0	50,000	449.90	.00	49,550.10	.9%
TOTAL CAPITAL OUTLAY	249,893	0	249,893	150,341.75	.00	99,551.25	60.2%
TOTAL CAPITAL OUTLAY	249,893	0	249,893	150,341.75	.00	99,551.25	60.2%

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ACCOUNTS FOR: 0100 GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
942 STABILIZATION FUNDS								
56 MISCELLANEOUS								
019422 561300	STABIL TRT	50,000	0	50,000	50,000.00	.00	.00	100.0%
019422 561400	OPEB TRUST	50,000	0	50,000	50,000.00	.00	.00	100.0%
TOTAL MISCELLANEOUS		100,000	0	100,000	100,000.00	.00	.00	100.0%
TOTAL STABILIZATION FUNDS		100,000	0	100,000	100,000.00	.00	.00	100.0%
TOTAL GENERAL FUND		95,256,080	182,400	95,438,480	72,272,529.20	2,608,695.71	20,557,255.09	78.5%
TOTAL EXPENSES		95,256,080	182,400	95,438,480	72,272,529.20	2,608,695.71	20,557,255.09	

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	95,256,080	182,400	95,438,480	72,272,529.20	2,608,695.71	20,557,255.09	78.5%

** END OF REPORT - Generated by Kerriann Golden **

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Ghobrial, Andrew

From: Fleischman, Margot
Sent: Monday, December 5, 2022 3:57 PM
To: City Council
Cc: *Mayor Brodeur; Dello Russo, Patrick
Subject: Materials for December 8 A&O meeting
Attachments: ARPA Update to City Council December 2022.pdf; ARPA Update Slides December 8, 2022.pdf; Finance Report to the City Council Slides December 8 2022.pdf; FY22 Free Cash update.pdf; 10 year General Fund Debt Plan.pdf; ARPA Approvals by Dept to date 10.18.22.pdf

Good afternoon Councilors,
Please find attached the following presentation materials and memos provided in advance of the A&O meeting this Thursday, December 8:

- **INFO-2023-10:** Request for American Rescue Plan Act (ARPA) funding update
  - **ARPA Update memo and slide presentation; ARPA approvals spreadsheet**
- **INFO-2023-11:** Update on the Status of the City of Melrose's Finances
  - **Finance Report slide presentation and 10-year General Fund Debt Plan**
- **INFO-2023-12:** An Update on the Status and Usage of Free Cash in the City of Melrose
  - **Free Cash update memo**

As always, should you have any questions, please do not hesitate to reach out.
Best,
Margot

Margot Fleischman
(She/Her/Hers)
Chief of Staff
& Director of Strategic Initiatives and Communications
Office of Mayor Paul Brodeur
Melrose City Hall
562 Main St
Melrose, MA 02176
(781) 979-4440

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on use of American Rescue Plan (ARPA) funds
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a further update on the use of Melrose's ARPA funds, including funds that have been spent or committed for specific projects. As you know, the City of Melrose has received total of $8,374,174 in federal ARPA grant dollars. All ARPA grant funds must be spent or encumbered by December 31, 2024.

Approved ARPA projects

Since the last update to the Council, the following ARPA projects have been approved by the Mayor and CFO Patrick Dello Russo. Together with projects previously approved, this represents $7.3 million investments in COVID-19 response, critical infrastructure, and organizational capacity.

• Schools Asbestos Abatement	$90,000
• Community Conversations Initiative	$25,000
• COVID-19 Sanitization-Custodial	$65,000
• COVID-19 Disinfection (Schools)	$128,000
• Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	$40,000
• HVAC Study and Implementation of A/C addition at MVMMS	$1,050,000
• Tremont Fire House Update	$151,205
• ARPA - Administration	$4,500
• Addressing Food Insecurity	$75,000
• Small Business/Non-Profits/Cultural Sector Support	$150,000
• Police Department Vehicles	$256,000
• Fire Department Vehicles	$120,000
• Replacement Vehicle to Deliver Services (DPW)	$23,000
• School Department Closing FY22 Budget	$774,697
• Address COVID-19 Backlog of IT Infrastructure and Cybersecurity Projects	$26,000

A complete list of all ARPA project approvals is attached to this memo and is also available on the City of Melrose webpage at: **www.cityofmelrose.org/mayor/pages/ARPA**

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Budgetary Adjustments

As part of our regular tracking of ARPA project expenditures, Assistant Auditor Kerri Golden and I have periodically reviewed approved projects and, in consultation with the relevant department heads, have made budgetary adjustments as appropriate.

In cases where the amount originally budgeted exceeded what was necessary, those excess funds have been released back to available ARPA funds to be used for another project subject to the Mayor's review and approval. All budget adjustments have been reflected in the budget documents provided to the Council and posted on the City of Melrose website. The following projects have been adjusted since our last update to the Council:

	Original	Revised
• Social Services Coordinator	$213,847	$200,330
• Economic Recovery Director	$417,000	290,000
• At-Home COVID tests	$30,000	$1,824

ARPA expenditures to-date

As of November 30, 2022, the City has expended $3,189,685 of our ARPA allocation and has encumbered a further $392,804.

Temporary moratorium on new ARPA allocations

Given the current financial uncertainty, including the potential impact of rising inflationary pressure on both labor and material costs, as well as the School Department structural deficit, the Mayor has chosen to reserve the remaining $1.05 million in order to provide for maximum flexibility in the year ahead. However, it remains a high priority for the City to spend or allocate all ARPA funds by the December 2024 deadline.

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ARPA Update

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ARPA Basics

- Federal grant to the City in the amount of $8,374,174 – based primarily on population.
- All funds must be spent or encumbered by December 31, 2024.
- Administered by the Mayor in consultation with CFO and staff taskforce.
- Advised by consultants from the accounting firm of Clifton Larson Allen, LLP.
- Audited as part of the City's annual single audit and subject to future federal audit.

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Members of the Mayor's ARPA Staff Taskforce

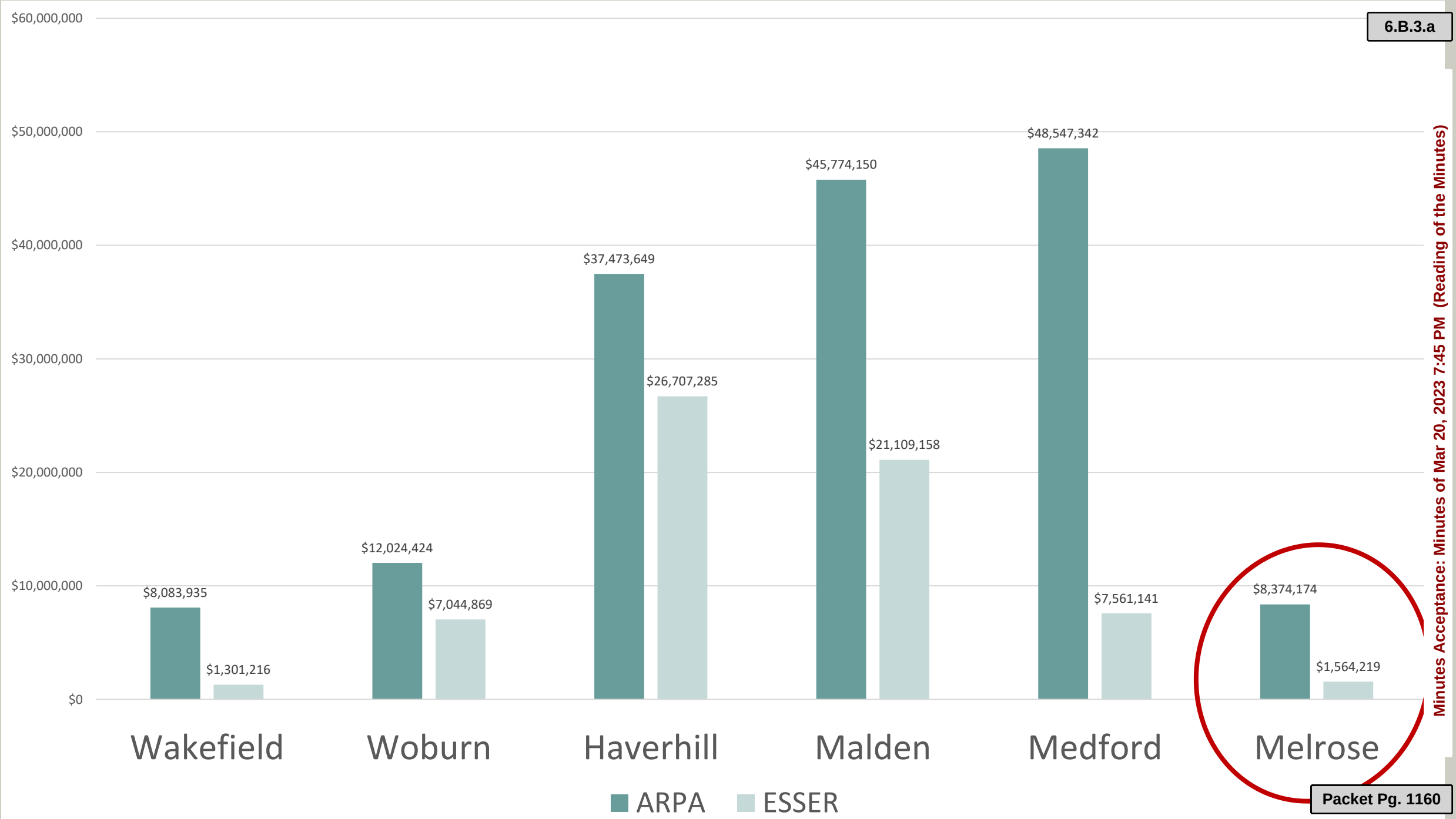
- Patrick Dello Russo (CFO)
- Kathryn Armata (Treasurer/Collector)
- Kerri Golden (Auditor's Office)
- Denise Gaffey (OPCD)
- Chief Ed Collina (Fire)
- Chief Mike Lyle (Police)
- Allan Alpert (Emergency Management)
- Margot Fleischman (Mayor's Office)
- Neal Ellis (IT)
- Elena Proakis Ellis (DPW)
- Jim Troup (DPW)
- Jay McNeil (DPW)
- Anthony Chui (HHS)
- Leia Secor (School Finance Dept)

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Federal Relief Aid Regional Comparisons

Community	Population	ARPA	ARPA per capita	ESSER	ESSER per student
Wakefield	27,045	$8,083,935	$299	$1,301,216	$392
Woburn	40,228	$12,024,424	$299	$7,044,869	$1,640
Haverhill	64,014	$37,473,649	$585	$26,707,285	$3,451
Malden	60,470	$45,774,150	$757	$21,109,158	$3,460
Medford	57,341	$48,547,342	$847	$7,561,141	$1,879
Melrose	**28,016**	**$8,374,174**	**$299**	**$1,564,219**	**$417**

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Mayor’s Priorities

- Identifying the areas of greatest need and relevance for Melrose’s economic and public heath recovery, including mental health and wellness
- Making much needed investments in City infrastructure
- Maintaining financial stability

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ARPA Approvals To-Date

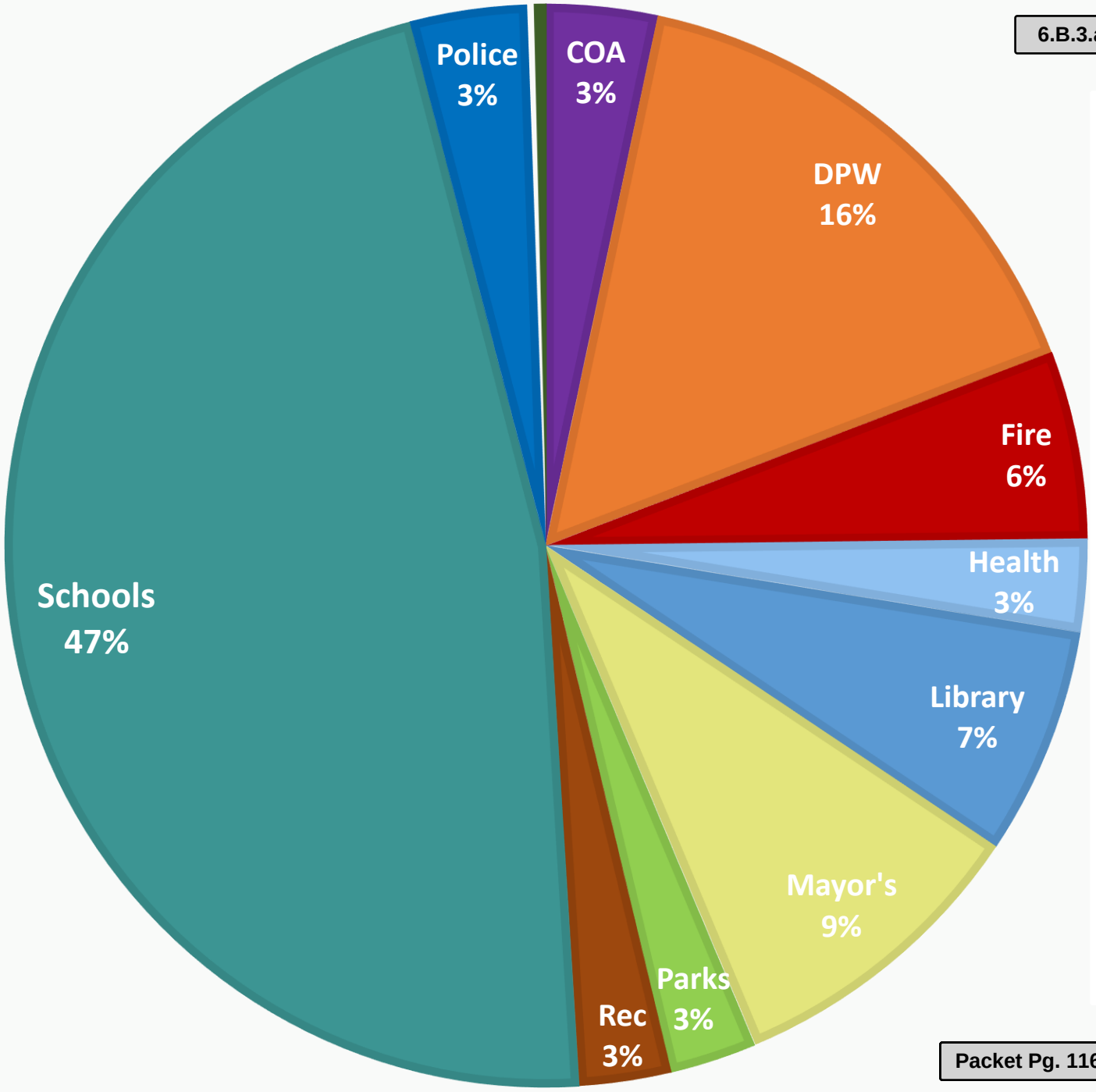
34 projects from 12 departments

$7.3M allocated

$1.05M unallocated

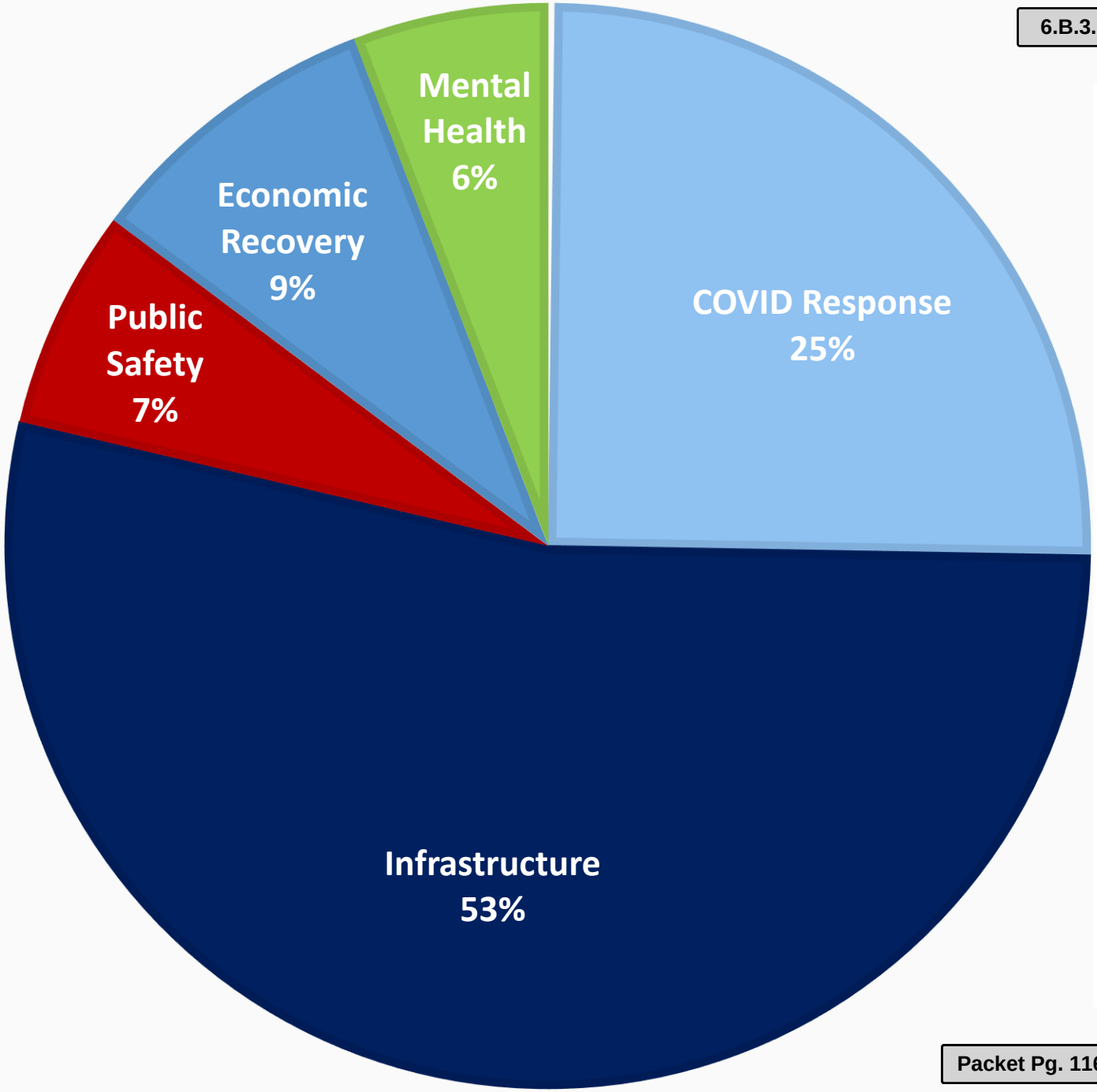
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ARPA Allocations By Department



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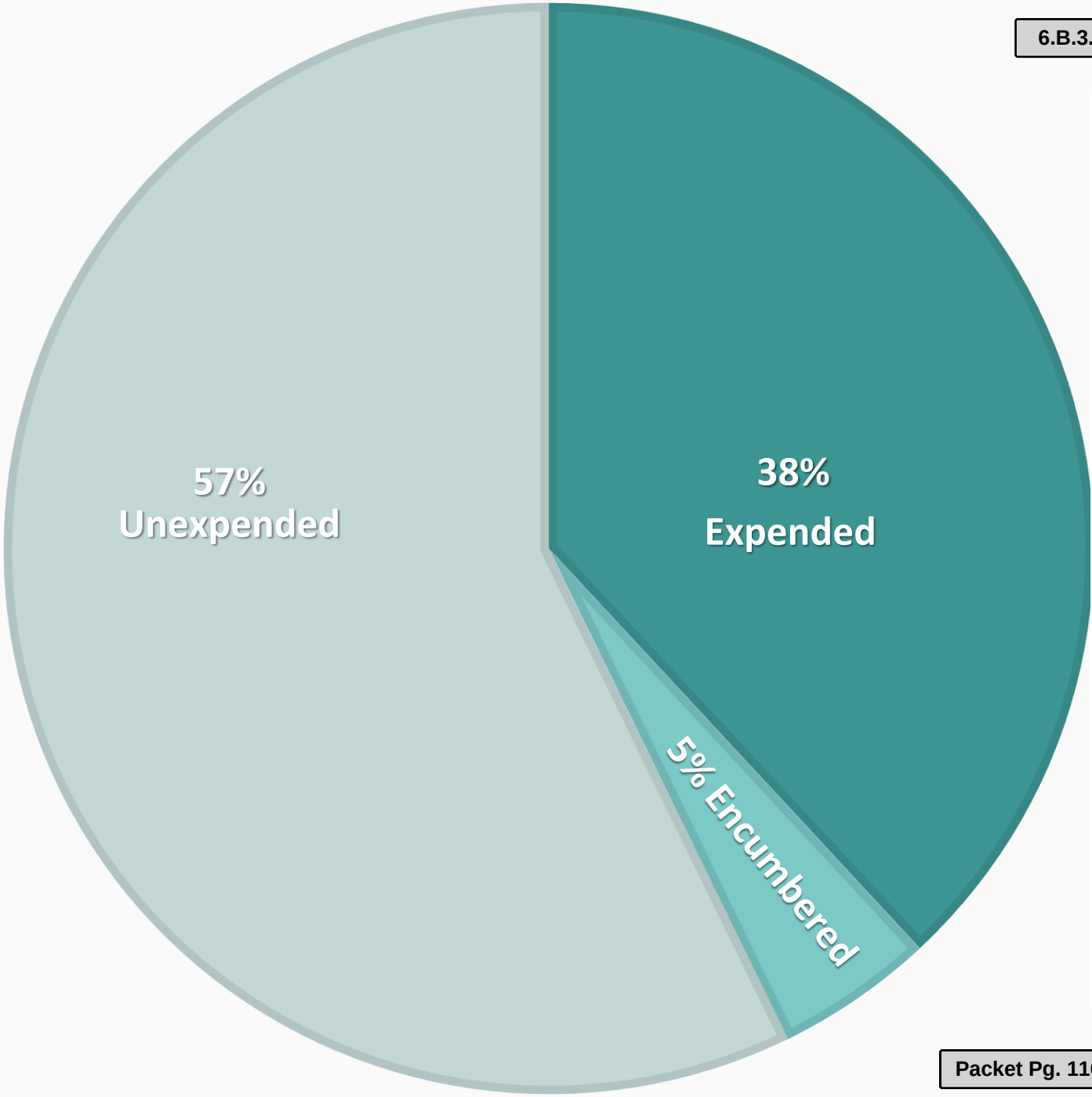
ARPA Allocations By Type



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ARPA Expenditures To-Date:

43% Expended or Encumbered



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$3.4 million ARPA funds invested in Melrose Public Schools

Schools Revenue Loss Replacement	$	802,000.00
COVID-19 Disinfection/Custodial Needs	$	128,000.00
HVAC Study and Implementation of A/C at MVMMS	$	1,050,000.00
Schools Asbestos Abatement	$	90,000.00
School Department Closing FY22 Budget	$	774,697.00
High School and Middle School Complex Elevators	$	594,000.00

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Thank you!

www.cityofmelrose.org/mayor/pages/ARPA



Financial Update

MELROSE CITY COUNCIL APPROPRIATIONS & OVERSIGHT COMMITTEE MEETING

DECEMBER 8, 2022

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Patrick Dello Russo

CFO and City Auditor

Kathryn Armata

Treasurer/Collector

Sarah MacLellan

Chief Assessor

Kerriann Golden

Assistant Auditor

City of Melrose Finance Team

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What we will cover tonight:

- Budget Snapshot
- Impact of Proposition 2 ½
- New Growth & Free Cash
- Impact of School Department deficit
- Tax Levy Limit
- Capital Needs
- Debt Model

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Some terms and what they mean:

Tax Levy – The revenue a community can raise through rea personal property taxes.

Prop. 2 ½ – A Massachusetts law enacted in 1980 that places strict limits on the amount of property tax revenue a community can raise through real and personal property taxes.

Tax Levy Limit – The maximum amount a community is allowed to raise through property taxes in a given year, based on 2.5% growth of the prior year's Levy Limit plus new growth.

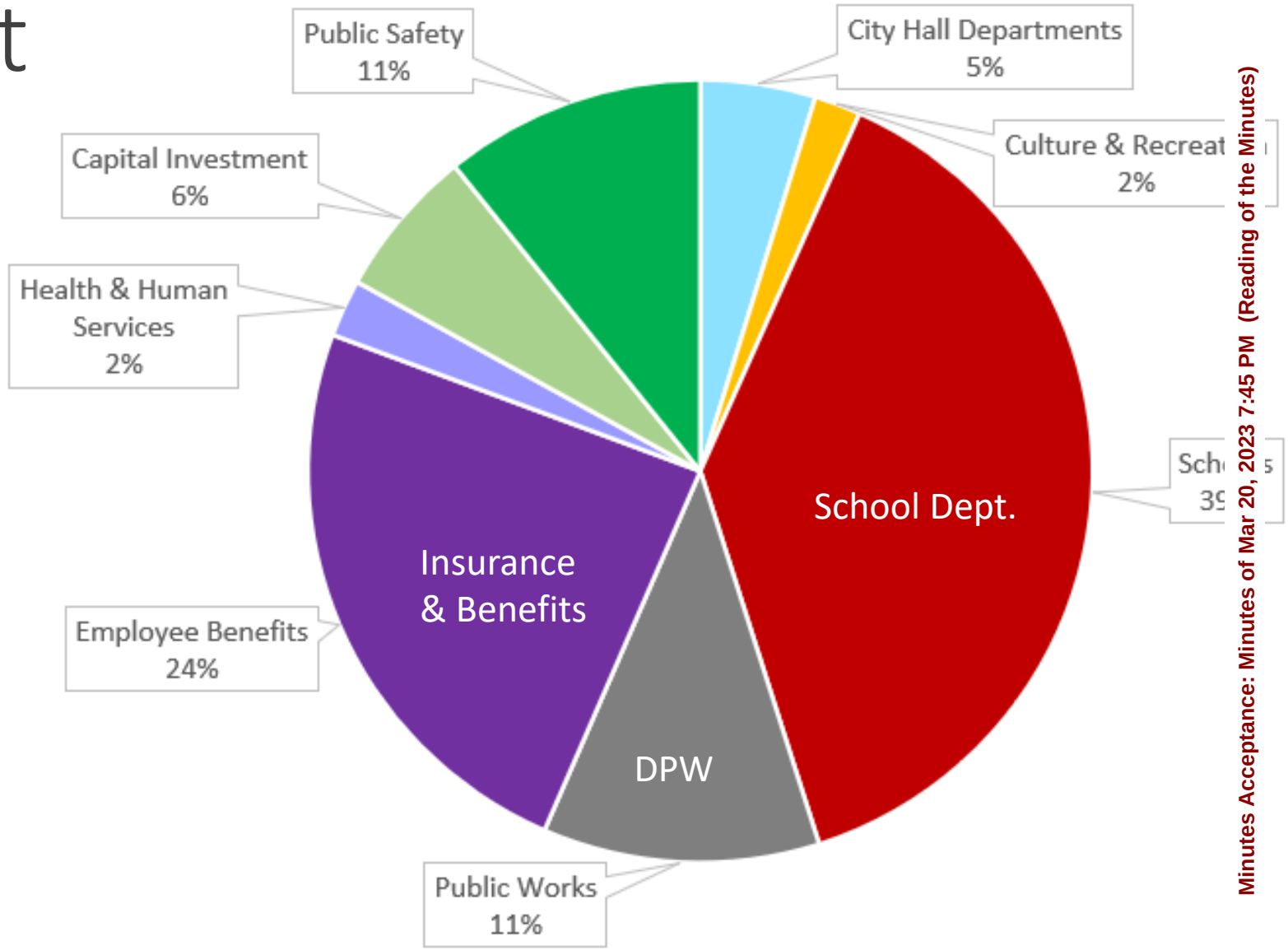
New Growth – The increased value of new development and other growth in the tax base that is not the result of revaluation. A portion of this value is applied to the levy limit.

Override – A permanent increase in the Levy Limit of a community above the allowable 2.5% growth. Requires a majority vote at the ballot.

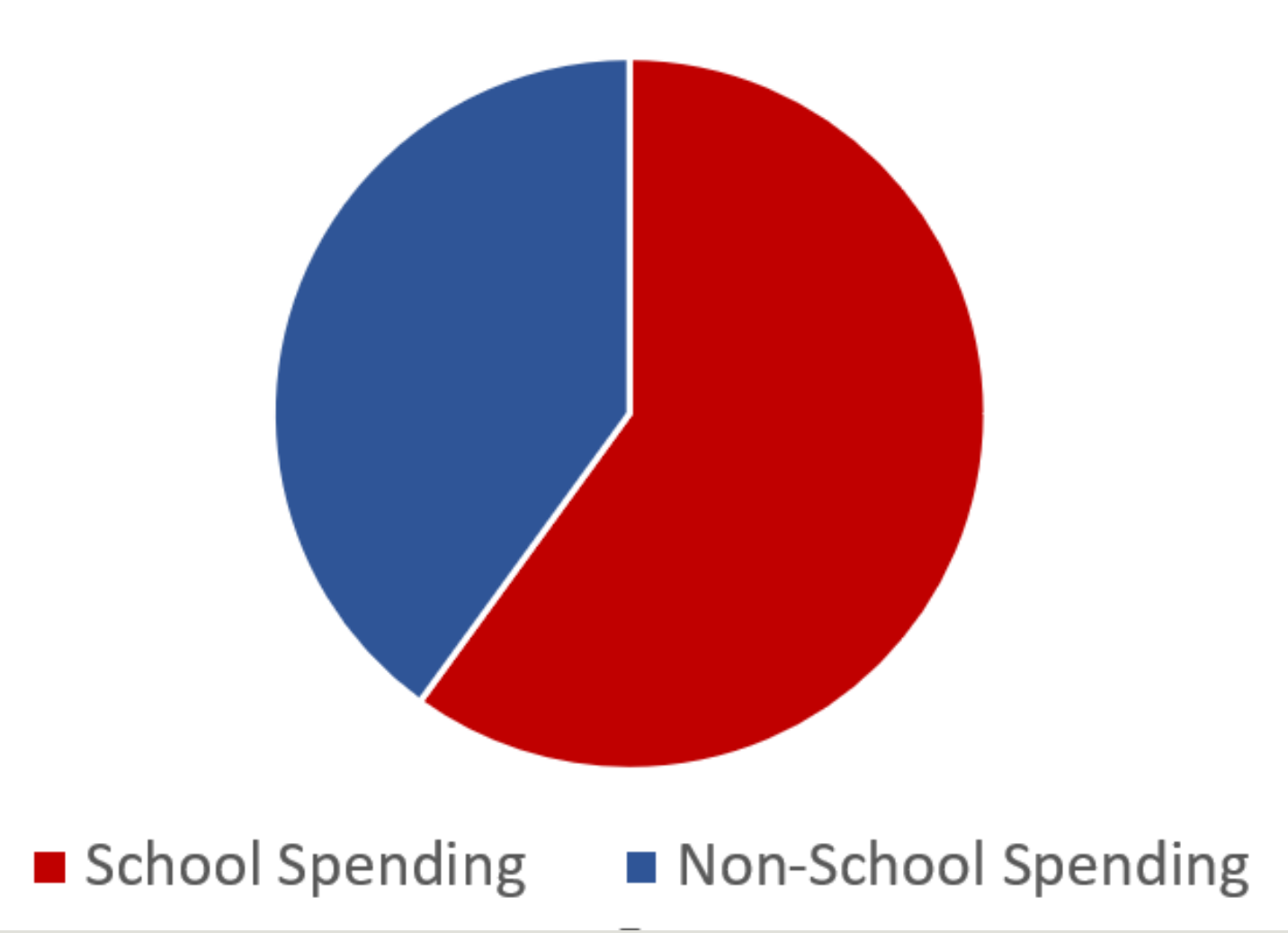
Free Cash – Funds certified annually by the state that come from municipal revenues being greater than expected and/or expenses being less than budgeted.

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Budget Snapshot



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School spending includes costs carried within City budgets:

- Facilities Division of DPW supporting the Schools
- Insurance and Benefits for School Employees
- Debt service for School facilities

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How does Prop. 2 ½ affect our finances?

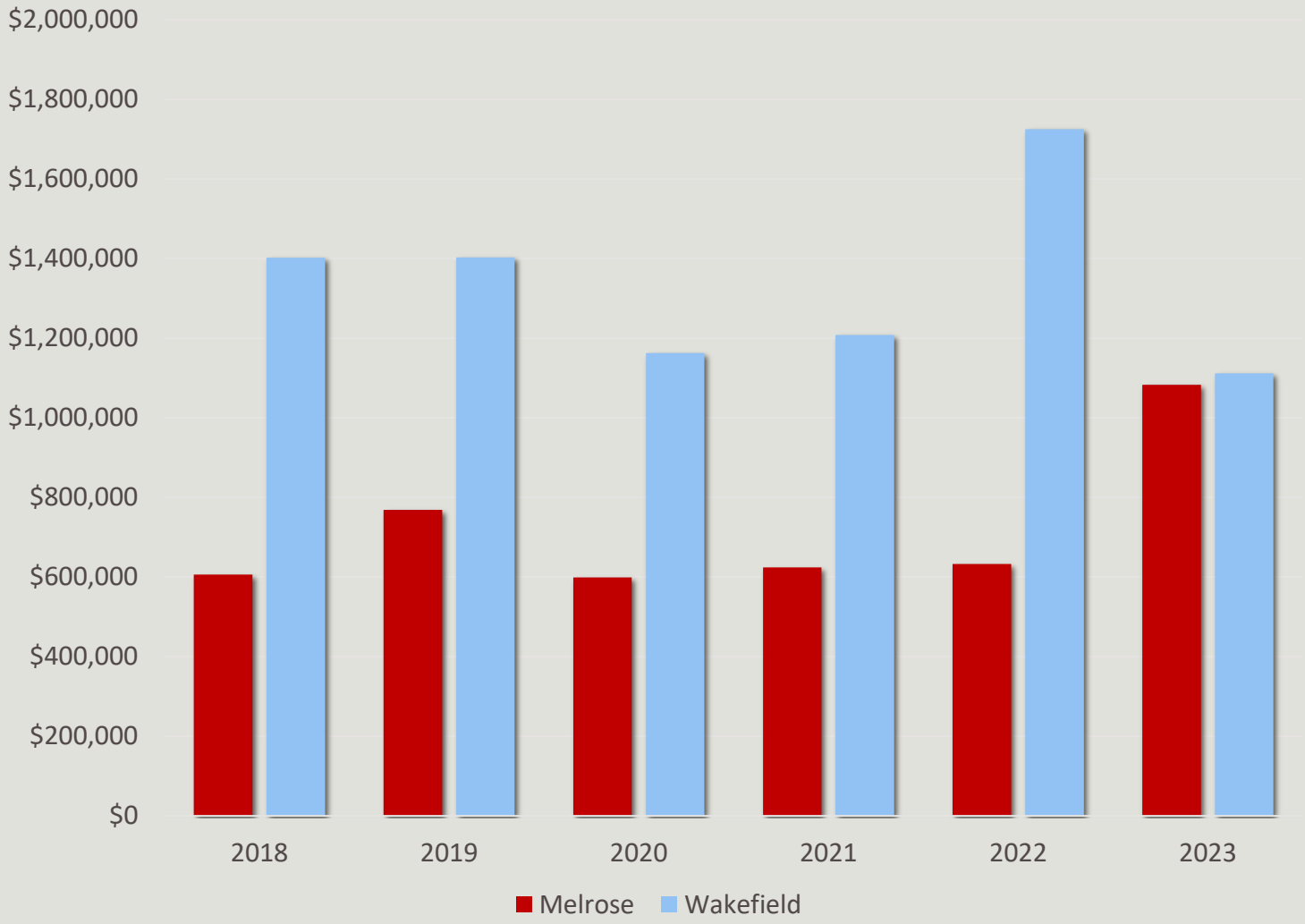
We can only increase our tax revenue by 2.5% of last year's Levy Limit + New Growth

We tax to the Levy Limit so we cannot increase taxes beyond that without an override

Annual operating budget increases must fit within next year's Levy Limit

The majority of year-over-year budget increases are non-discretionary costs

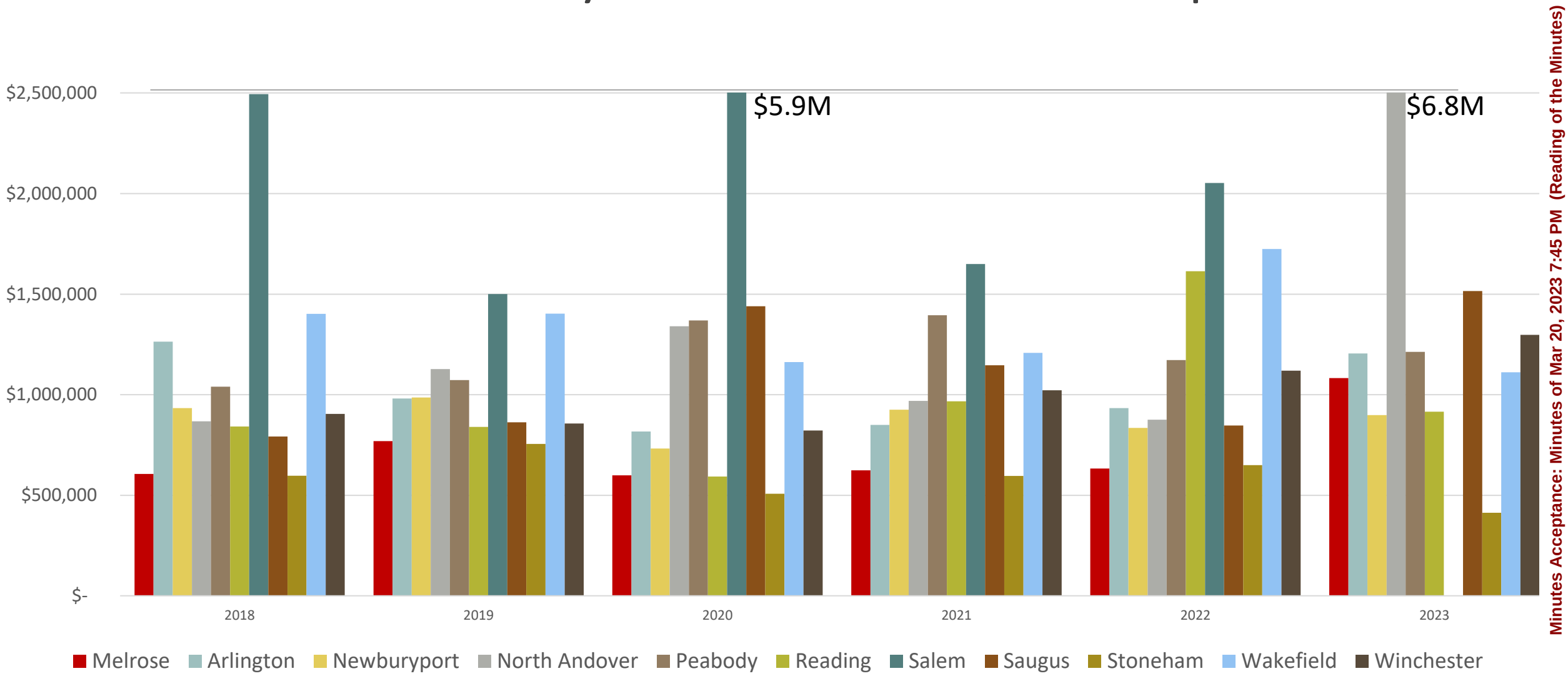
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New Growth Comparison to Wakefield

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10 Community New Growth Comparison



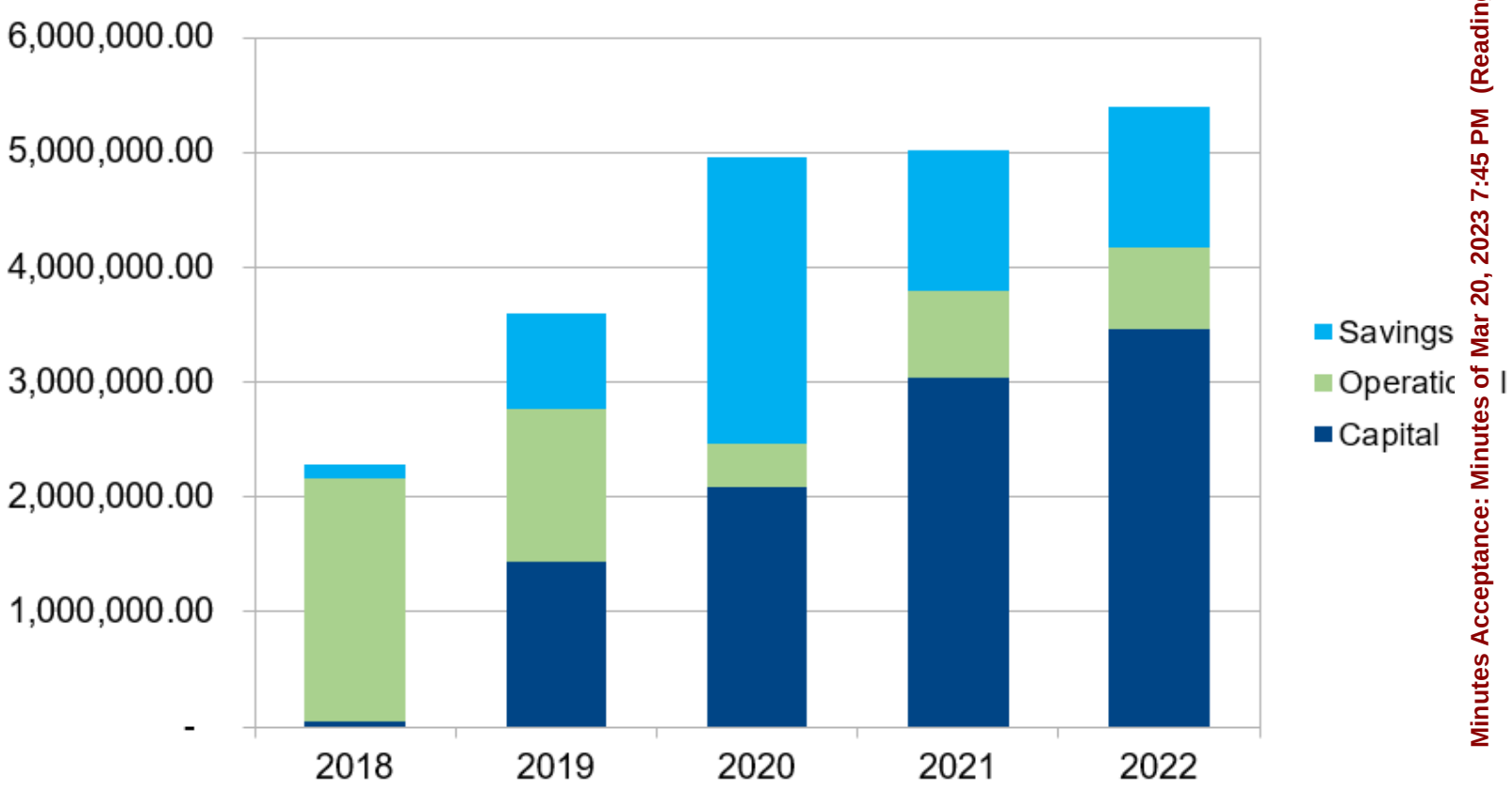
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Melrose Free Cash – past 5 years

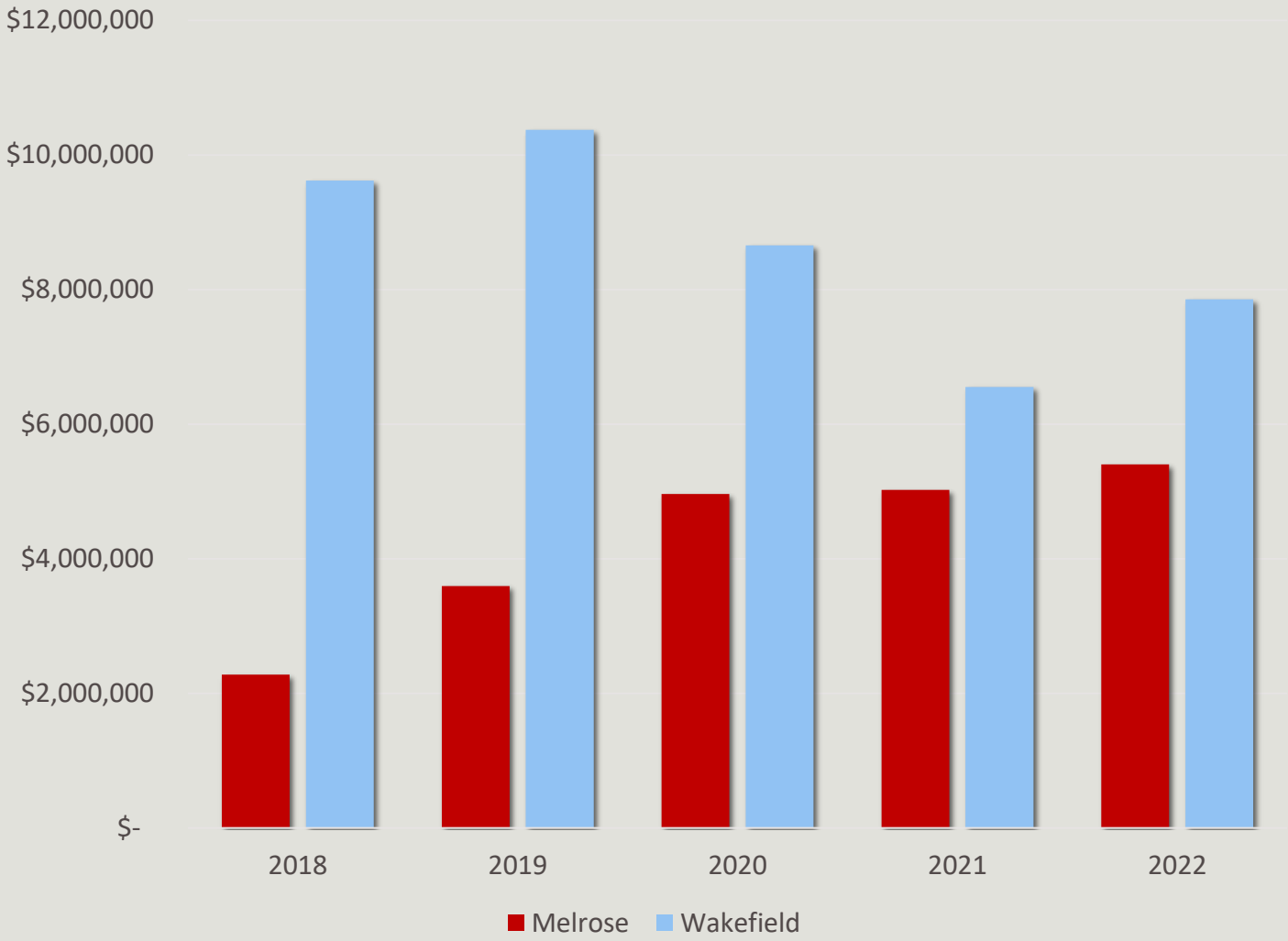
SAVINGS: stabilization funds, affordable housing trust

OPERATIONAL: snow/ice, software, trainings, etc.

CAPITAL: buildings, vehicles, playgrounds, trees, equipment, etc.



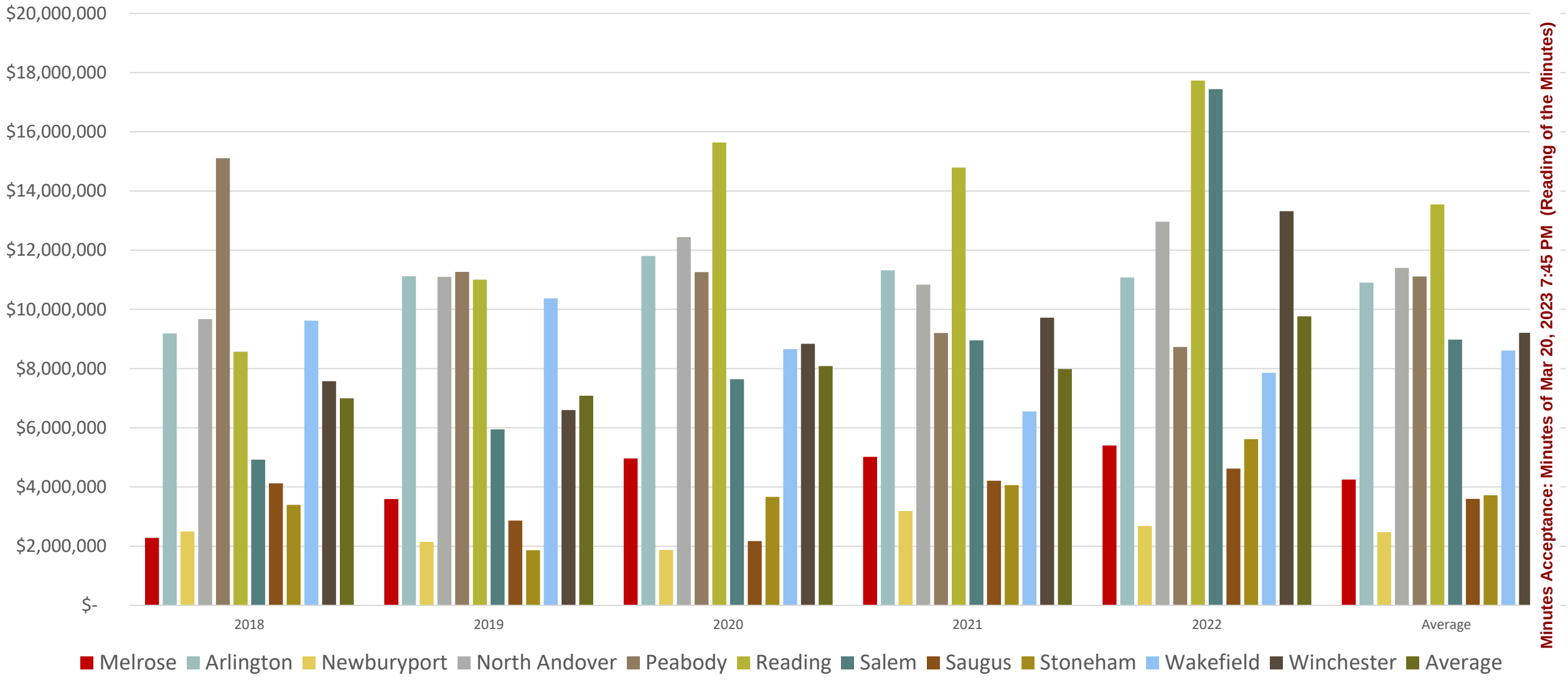
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Free Cash Comparison to Wakefield

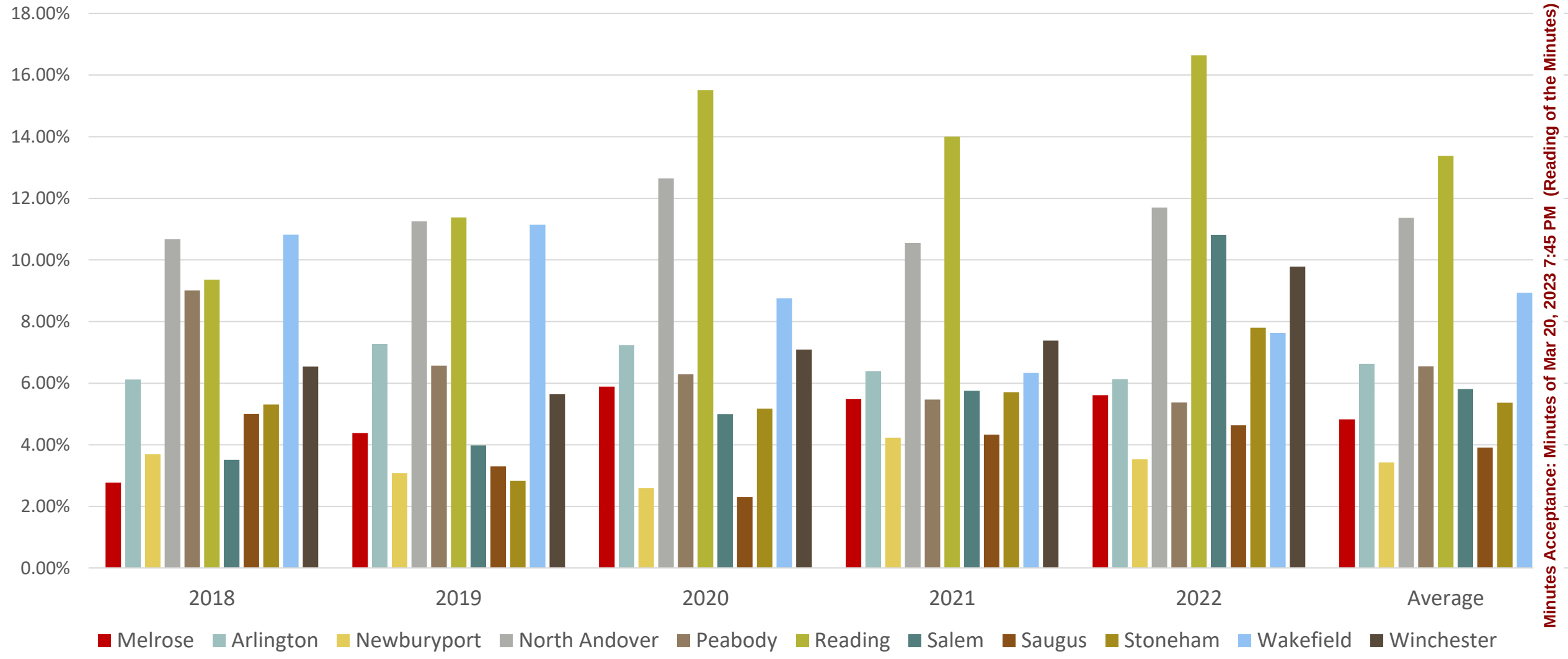
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5 Year Free Cash Comparison ($)



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5 Year Free Cash Comparison (%)



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FY22 School Department Deficit

Major Cost Overrun Drivers, according to CLA Consultants:

- $2.1 million of Special Ed cost overruns
  - $700K – Transportation
  - $1.48 million – Tuitions
- Remainder can be accounted for by the teacher coverage costs that were charged to paraprofessional lines. Teachers were required to stay home up to 10 days after contracting COVID-19 and the district had to provide coverage.

FY22 deficit closed using federal education relief and ARPA funds

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School Department structural deficit expected to continue

Potential funding sources:

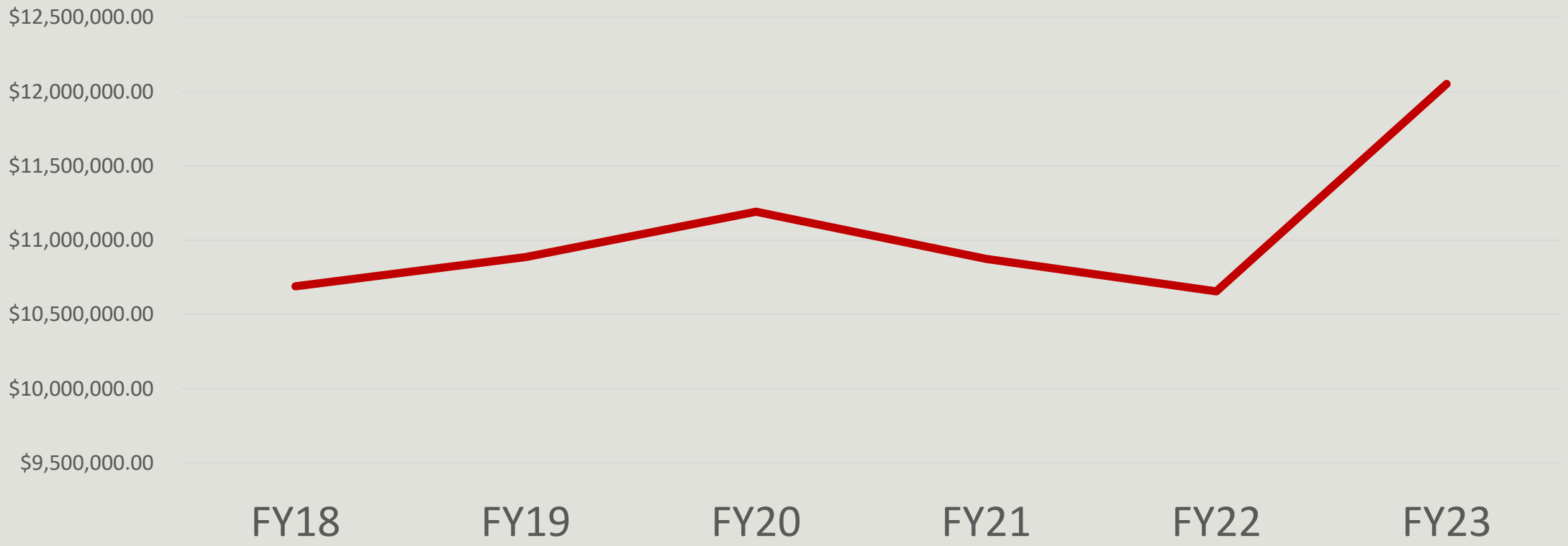
- Free Cash
- Contract Stabilization Fund/Special Education Stabilization Fund
- ARPA
- Other funding sources if available

Potential increased revenue sources:

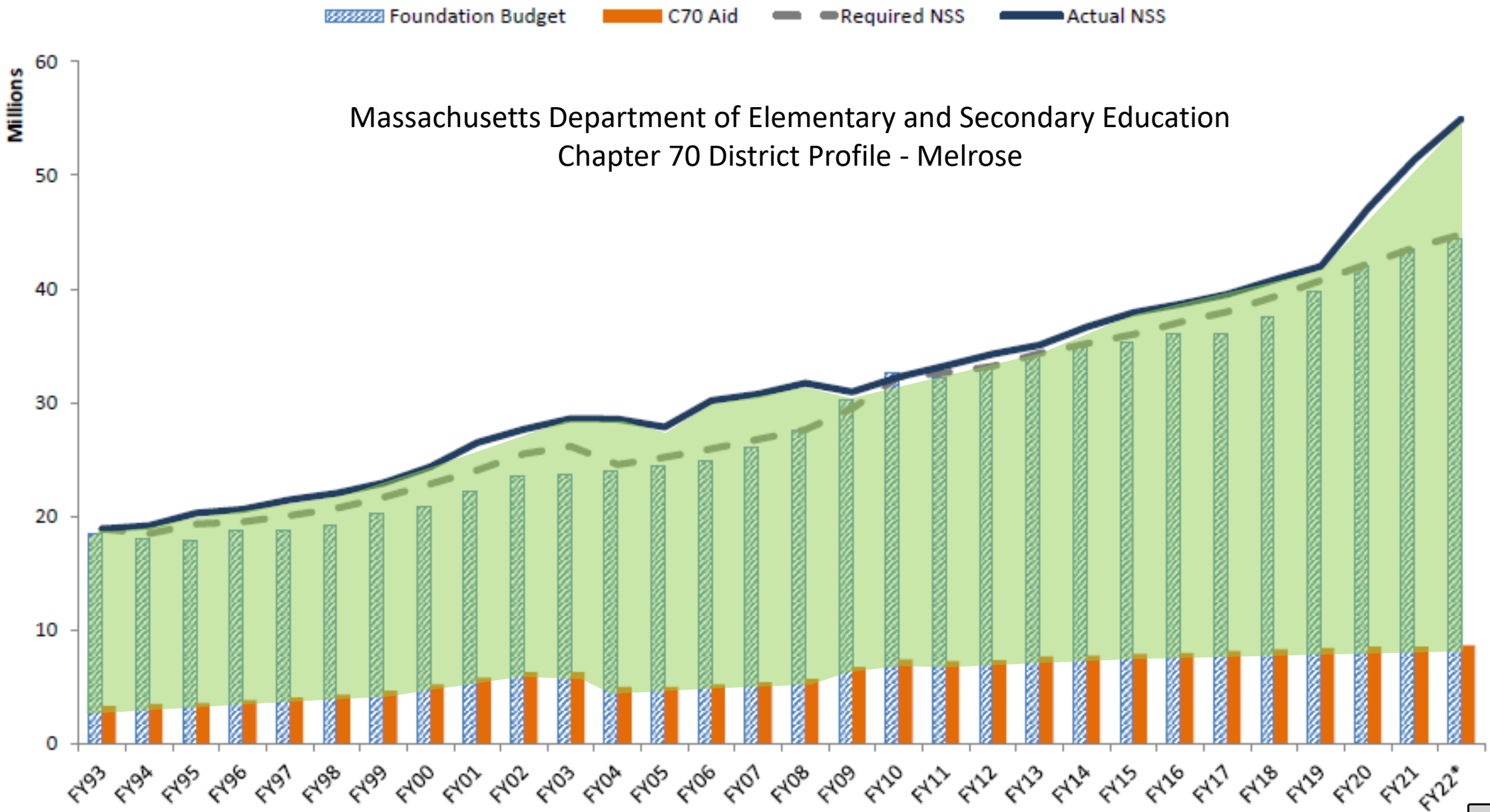
- State aid (Student Opportunity Act)
- Comprehensive fee study
- Continued re-development to support new growth

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Net State Aid



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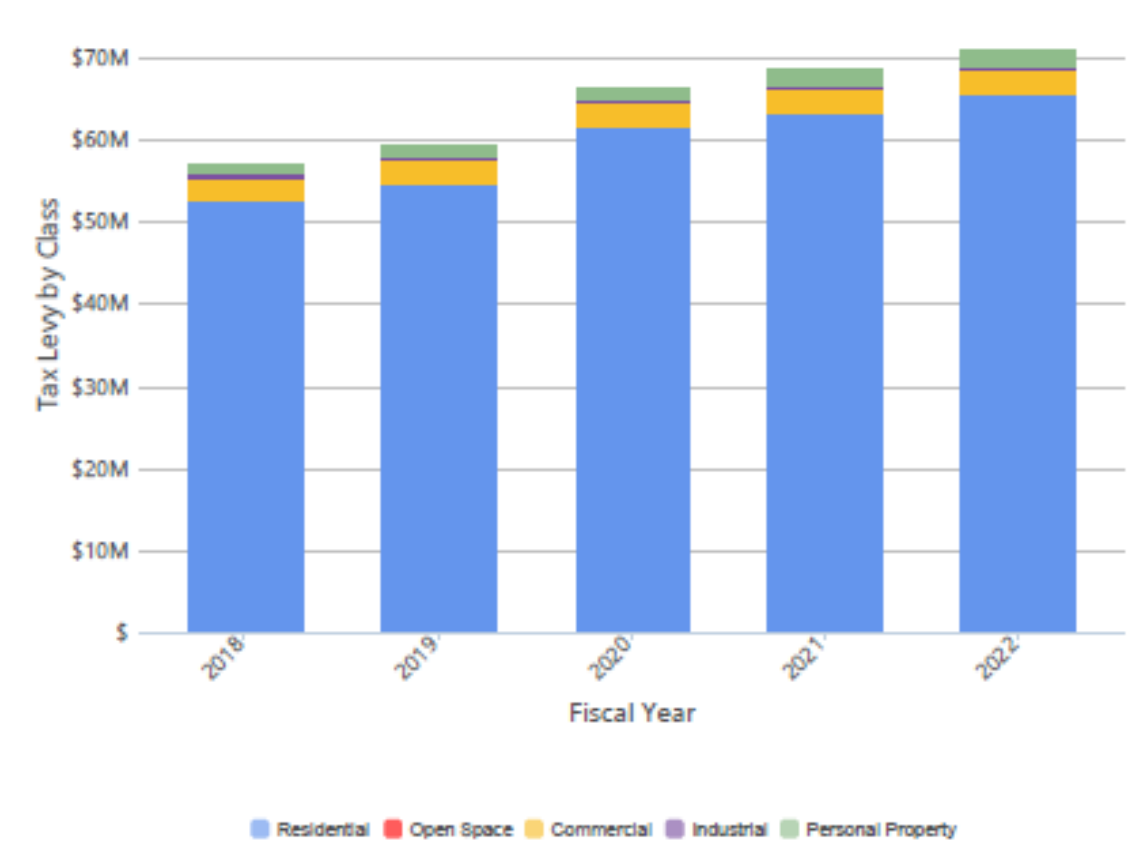


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Fiscal Year	Levy Limit w/o Debt & Capital Exclusions	Maximum Levy Limit	Total Tax Levy	Excess Levy Capacity	Excess as a % of Maximum Levy
2019	$57,521,943	$59,397,799	$59,375,238	$22,560	0.04%
2020	$64,738,724	$66,629,218	$66,627,306	$1,911	0.00%
2021	$66,981,117	$68,878,709	$68,877,944	$765	0.00%
2022	$69,288,556	$71,196,790	$71,171,656	$25,134	0.04%

We continue to tax to the maximum allowed by law

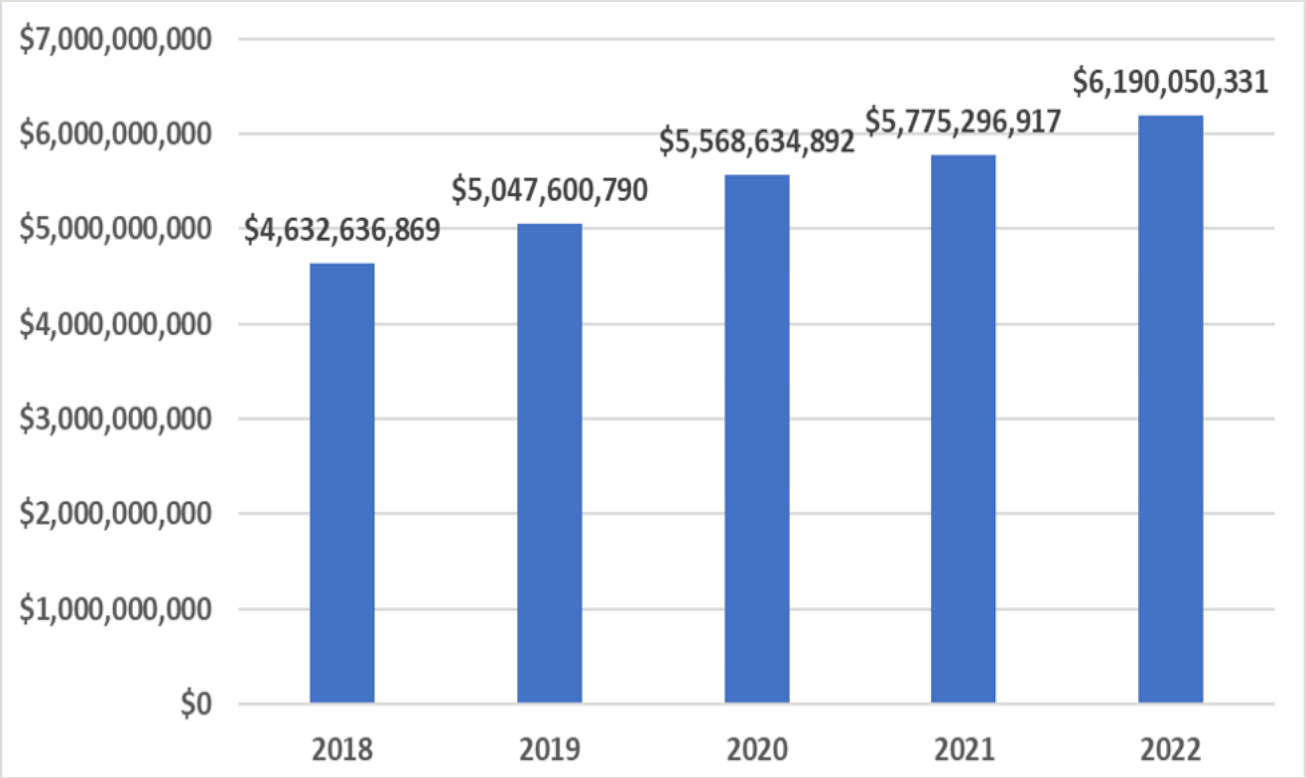
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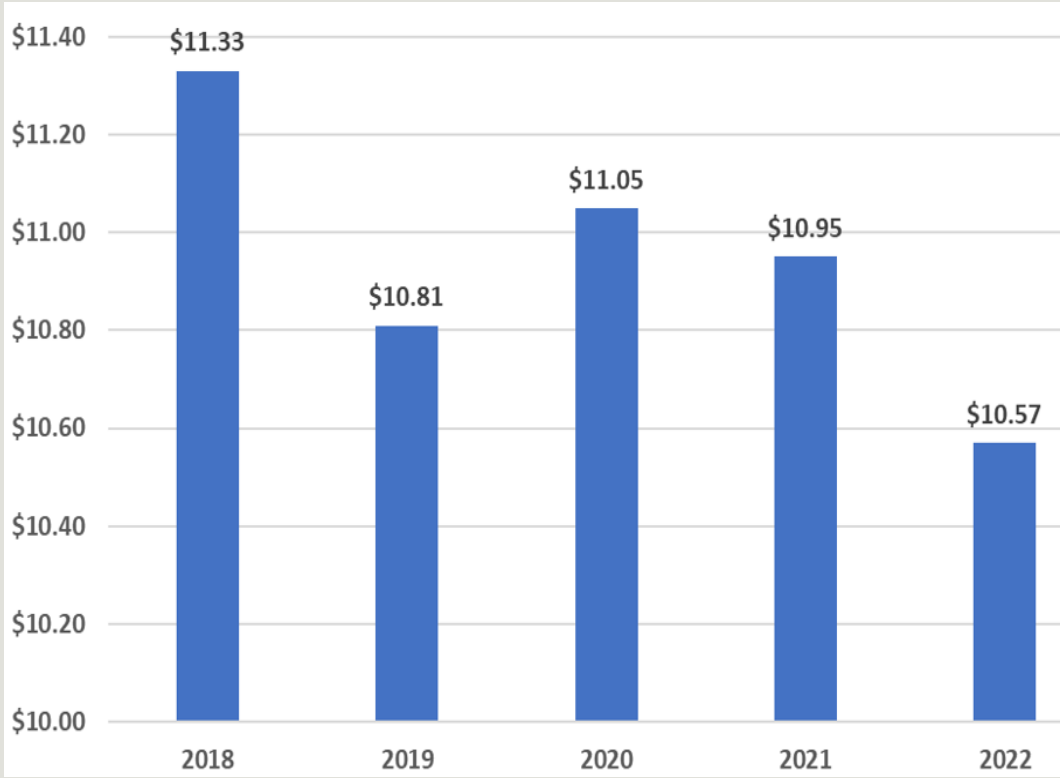
In Melrose, 92% of taxes are paid by residential property owners

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As property values rise, tax rates fall



Total Value of Residential Properties in Melrose



Residential Property Tax Rate (per $1K assessed value)

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FY24 Tax Levy Limit Estimate (excluding debt exclusion amount):

Based on Prop. 2 1/2, Melrose's tax levy will grow approximately **$2.3 M next year**:

FY23 Tax Levy Limit:	$72 million
2.5% Increase:	$1.8 million
New Growth*:	$500,000

This is the additional amount we will have next year to support all departments across both City and Schools.

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Capital Needs

- FY24-FY28 capital planning process has just kicked off with department heads
- Collins Center consultants will work with our Finance team to determine the City's financial capacity to fund capital and will create a multi-year Capital Investment Strategy
- School Department structural deficit will be factored into this plan
- In FY24 will prioritize most urgent capital needs (e.g., Police/Fire radios and antenna system)

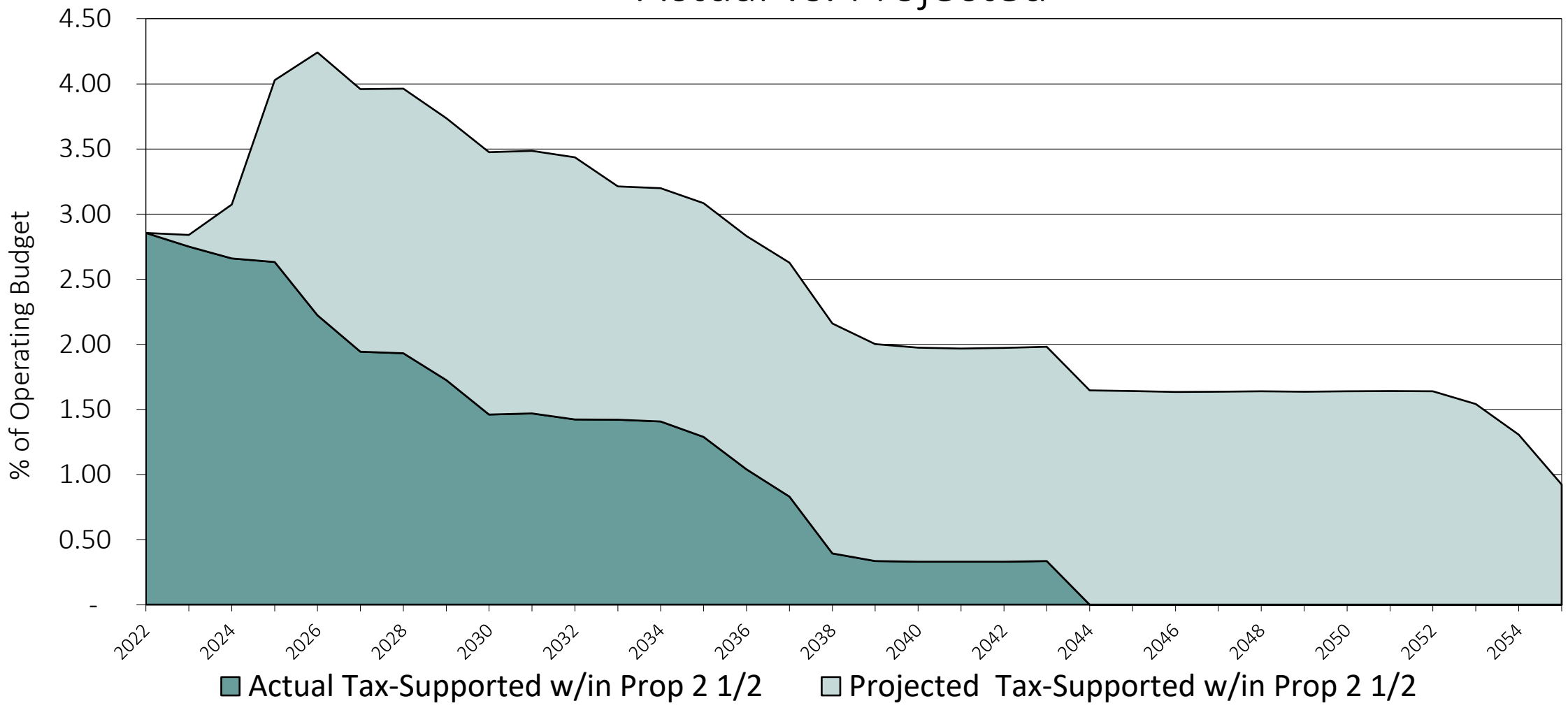
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Debt Management

- We continue to project new non-exempt debt will stay below our limit of 5% of operating budget.
- In the fiscal years ahead, we will still have borrowing capacity to bond necessary projects
- Any new exempt debt for a large project (e.g., Public Safety Buildings) would be outside of the Prop. 2 ½ limitation and would require a “debt exclusion” vote at the ballot.

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Tax-Supported ("non exempt") debt within Proposition 2 1/2
Actual vs. Projected



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The Finance Team looks forward to returning in January to provide:

- Mid-year FY23 Budget update
- FY23 Free Cash (assuming certified by DOR)
- Mid-year update on Local Receipts
- Any updates regarding state funding

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QUESTIONS?

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on FY22 Free Cash appropriations
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a status update on the use of Fiscal Year 2022 Free Cash appropriations, as follows:

Order 2022-77: Memorial Hall Building Envelope ($1,500,000)

The Memorial Hall Building Envelope Restoration Project is well underway. Construction is currently occurring simultaneously on all three primary elements of the project: the roof replacement, the window restoration, and the masonry repointing. The current projection is that the construction will be completed by June of 2023. So, in terms of expending the free cash portion of the funding for this project, the expectation is that the funding will be spent by the end of Fiscal Year 2023.

Order 2022-87: Police Chief Search ($30,000) – complete

Order 2022-89: Police - Replacement hire cost ($151,200)

Police Salary and Wages	$63,000.00	**complete**
Police Firearms and Ammunition	$3,600.00	**complete**
Police Uniforms	$65,000.00	remaining balance is 24,422.87
Police Academy Tuition and Training	$19,600.00	**complete**

Order 2022-108: Replacement Fred Green Turf ($600,000)

There has been a delay at Weston and Sampson, due to the consultant who was working on the RFQ for Fred Green Field having retired. As of the end of November, Weston and Sampson has committed to delivering the pricing and RFQ to the City by the end of this week. Based on that timeframe, DPW would expect the bidding process to be moving forward promptly, with the objective for the field to be ready by the beginning of September 2023.

Order 2022-114 – DPW Easement ($48,000) – complete

Order 2022-132 – Stabilization Balances ($1,225,000) – complete

Order 2022-130 – Snow and Ice – ($341,621.03) – complete

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Order 2022-134 IT Phone System, Cameras & Social Media Archiving ($270,000)

1. School VoIP project: $100,000 of this cost is for the School Telephone Replacement project. Additionally, there were $60,000 of implementation and engineering costs that were slated for this project. IT has not paid for all expenses related to this project.

2. Middle School Camera system: This project is in process. It is about 80% complete. IT just paid an invoice for roughly $64,000 and will pay the rest after completion (roughly $40,000).

3. Social Media Archiving: IT is working with City Solicitor Phillips and other Department Heads and School Admin staff who have social media accounts to get control of them and get them archived in our new system. $20,000 of this has been paid to Jatheon for the software.

Order 2022-135: DPW

1. New Vehicles ($482,000.00) – This funding, along with another $90K in free cash from the Sewer Enterprise Fund, was for replacement of six vehicles: Roll-off (#17), three light dump trucks (#33, 55, and 57), and two pick-up trucks (#39 and 46). To date, we have ordered the new roll-off vehicle, with expected delivery in spring 2023, as well as the two pick-up trucks. Following extensive research on electric and hybrid vehicle options, we determined that the only vehicle that could be electric was one of the pick-up trucks that will not be used for plowing snow. Therefore, one of the two pick-up trucks we have ordered is a Ford Lightning. For the remaining three light dump trucks, we have been working with multiple state vendors to identify available new vehicles that meet our specifications and hope to successfully complete those orders within the next two months.
2. Trees ($70,000) – This money is for tree planting in spring 2023 and thus has not yet been spent. We planted about 100 trees in fall 2022 using most of the remainder of the prior free cash allocation.
3. Traffic Calming ($70,404.57) – we have ordered RRFBs for the first list of locations that we prioritized, which totaled about $50K of the approx. $70K allocation. We are awaiting delivery.
4. MHS Bathrooms Design ($150,000) – we are working on an RFQ to hire a design consultant, which we hope to have out by January 2023.
5. Cemetery lowering device ($10,620.65) – this item has been purchased and the allocation is spent.

Order 2022-136: Recreation – Vehicle, Software, Community Services ($75,967.40)

1. Rec Vehicle ($47,077.40) – Rec Department is in the process of having its order filled for a 2023 Ford F-150 Lightning. Ford is currently completing a custom build and delivery is expected in February or March of 2023. Upon delivery we will be paying the invoice in full. After the disbursement for the recreation vehicle all funds will be exhausted.

2. Recreation Online Registration Software ($10,000) – These funds have been expended and Rec has launched our new online registration system called Civic Rec. You can view the new system on the Recreation website.

3. COA fobs and media repair ($13,890) – COA Director Minchello is working to repair the speaker; the latest attempt is in the final stages with an upcoming repair date. She is coordinating on the

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media equipment and the fobs with the IT Department and has options and quotes for listening devices but is waiting to purchase in case it is best to tie into the virtual technologies.

4. Memorial Hall elevator controls ($5,000) – The elevator software upgrade groundwork was completed in November (10% of the project). The software had technical issues so the installation of the software is anticipated to start in January 2023.

Order 2022-137: School – Medicaid reimbursement ($75,000); Microscopes, Curriculum, Uniforms, Golf Cart ($192,000)

1. Medicaid Reimbursement $75,000 – **complete** – These funds were received and applied to the general FY22 operating budget as an offset as budgeted.
2. Literacy Curriculum (Savvas) ($100,000) – $99,980.39 has been expended – Elementary English language Arts materials have been purchased and received. The total program cost is $449,883.61. MPS was awarded a competitive grant in the amount of $179,943.74. The District will request an additional contribution from the City in the amount of $169,959.48 for FY24.
3. Microscopes ($30,000) – In progress, funds have been encumbered based on a quote for $28,716.75.
4. Utility Vehicle ($12,000) – In progress, gathering three quotes from vendors.
5. Uniform Replacement ($50,000) – In progress, approximately $24,695.77 has been encumbered based on quotes/invoices.

Order 2022-138 Various Departments ($76,400)

1. Health and Human Services Department (rodent control $28,000) – grant funds were received to allow this project to move forward without using City funds.
2. City Solicitor (professional services $25,000) – funds have been expended.
3. Auditor's Office (office equipment $10,000) - $ 556.74 has been expended to-date, with the remaining amount available for this Fiscal Year for any department(s) with a need for new furniture.
4. Fire Department (mattresses $10,000) – The Fire Department ordered the replacement of 20 bedding materials throughout all 3 fire stations from Mattress Firm. At the end of the week of November 14th, all materials were received and distributed throughout the stations. According to the FD Finance Administrator, the firefighters are very grateful that we were able to do this for them. She is awaiting the invoice from Mattress Firm which will be paid upon receipt.
5. Elections Department (equipment and banner $3400) – $3,93.94 was expended for election banners. They were ordered, invoiced/paid and used in the last two elections. According to the City Clerk, these have been very well received by voters.

Order 2022 – 133 Pine Banks Parking Lot paving ($34,010.35)

Per the funding agreement between Malden and Melrose, the City of Malden has made an equal appropriation for this project; the Pine Banks Trustees are working with their engineering firm to finalize the project design based on this budget. They anticipate that the project will be done in Spring 2023.

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CHART - 1 | | City of Melrose | | | |

DRAFT | Ten Year General Fund Debt Plan Review

12/5/2022 | Department of Finance

Year	Net Debt	5% Limit	Projected Budget	Percent
2022	$2,855,696	$4,550,026	$91,000,522	3.14%
2023	$2,839,293	$4,762,804	$95,256,080	2.98%
2024	$3,074,059	$4,905,688	$98,113,762	3.13%
2025	$4,028,867	$5,052,859	$101,057,175	3.99%
2026	$4,241,587	$5,204,445	$104,088,891	4.07%
2027	$3,959,412	$5,360,578	$107,211,557	3.69%
2028	$3,963,531	$5,521,395	$110,427,904	3.59%
2029	$3,735,853	$5,687,037	$113,740,741	3.28%
2030	$3,474,755	$5,857,648	$117,152,963	2.97%
2031	$3,486,111	$6,033,378	$120,667,552	2.89%
Totals:	$35,659,166	$52,935,857		
Average:	$3,565,917	$5,293,586		
Variance:		$1,727,669		

Note(s): 1. It is the current policy of the City of Melrose that the G/F net non-exempt debt budget equate to approx. 5% of the Operating Budget.

2. The figures proposed can only be "estimates". Actual figures will be developed as interest rates are locked in.

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CHART - 2		City of Melrose - 5% Debt Limit			
DRAFT		**Ten Year General Fund Debt Plan Review**			
		Department of Finance			
12/5/2022			**5% Limit**		
	Year	**Net Debt**		**Variance**	
Projected					
	2022	**$2,855,696**	**$4,550,026**	**$1,694,330**	
	2023	**$2,839,293**	**$4,762,804**	**$1,923,511**	
	2024	**$3,074,059**	**$4,905,688**	**$1,831,629**	
	2025	**$4,028,867**	**$5,052,859**	**$1,023,992**	
	2026	**$4,241,587**	**$5,204,445**	**$962,857**	
	2027	**$3,959,412**	**$5,360,578**	**$1,401,165**	
	2028	**$3,963,531**	**$5,521,395**	**$1,557,864**	
	2029	**$3,735,853**	**$5,687,037**	**$1,951,184**	
	2030	**$3,474,755**	**$5,857,648**	**$2,382,893**	
	2031	**$3,486,111**	**$6,033,378**	**$2,547,267**	
	Totals:	**$35,659,166**	**$52,935,857**		
	Average:	**$3,565,917**	**$5,293,586**		
	Variance:		**$1,727,669**		
Note(s):	**1. It is the current policy of the City of Melrose that the G/F net**				
	non-exempt debt budget equate to approx. 5% of the Operating Budget.				
	2. The figures proposed can only be "estimates". Actual figures				
	will be developed as interest rates are locked in.				

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ARPA Project Name	PROJECT TOTAL	FY22	FY23	FY24	FY25	Department	Type
ARPA - Consultant	$ 10,000.00	$ -	$ -	$ -	$ -	Auditors	Admin
ARPA - Administration	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	Auditors	Admin
Milano Center Health, Wellness, Accessibility	$ 25,000.00	$ 25,000.00	$ -	$ -	$ -	COA	Infrastructure
Milano Center HVAC	$ 218,729.00	$ 218,729.00	$ -	$ -	$ -	COA	Infrastructure
City Sidewalk Improvements - Ashland/Bay State/Burnett/Sycamore	$ 750,000.00	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ -	DPW	Infrastructure
Covid Sanitization-Custodial	$ 65,000.00	$ 65,000.00	$ -	$ -	$ -	DPW	COVID Response
Labor Costs/Additional Cleaning and Sanitizing of Public Buildings	$ 40,000.00	$ 40,000.00	$ -	$ -	$ -	DPW	COVID Response
Lead Water Service Inventory and Replacement Design	$ 150,000.00	$ 150,000.00	$ -	$ -	$ -	DPW	Infrastructure
Traffic Calming Toolkit	$ 28,300.00	$ 28,300.00	$ -	$ -	$ -	DPW	Infrastructure
Asset Management Software	$ 106,000.00	$ 106,000.00	$ -	$ -	$ -	DPW	Infrastructure
Replacement Vehicle to Deliver Services	$ 23,000.00	$ -	$ 23,000.00	$ -	$ -	DPW	Infrastructure
Fire Department Vehicles	$ 120,000.00	$ 120,000.00	$ -	$ -	$ -	Fire	Public Safety
Public Safety Training Equipment	$ 105,308.00	$ 78,308.00	$ -	$ -	$ 27,000.00	Fire	Public Safety
Fire Headquarters HVAC	$ 35,000.00	$ 35,000.00	$ -	$ -	$ -	Fire	Infrastructure
Tremont Fire House Update	$ 151,205.00	$ -	$ 151,205.00	$ -	$ -	Fire	Infrastructure
At-Home COVID tests	$ 1,824.00	$ 1,824.00	$ -	$ -	$ -	Health	COVID Response
FT Social Service Coordinator*	$ 200,330.00	$ 12,235.00	$ 72,900.00	$ 75,789.00	$ 39,406.00	Health	Community Mental Health and Wellness
IT Intern to Address COVID-19 Backlog of IT Infrastructure and Cybersecurity Projec	$26,000	$ -	$26,000	$ -	$ -	IT	COVID Response
Melrose Public LIbrary HVAC Upgrades	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	Library	Infrastructure
Economic Recovery Director*	$ 290,081.00	$ 31,762.00	$ 101,785.00	$ 103,930.00	$ 52,604.00	Mayor's	Economic Recovery
Community Conversations Initiative	$ 25,000.00	$ -	$ 25,000.00	$ -	$ -	Mayor's	Community Mental Health and Wellness
Small Business/Non-Profits/Cultural Sector Suport	$ 150,000.00	$ -	$ 50,000.00	$ 50,000.00	$ 50,000.00	Mayor's	Economic Recovery
Addressing Food Insecurity	$ 75,000.00	$ -	$ 25,000.00	$ 25,000.00	$ 25,000.00	Mayor's	Economic Recovery
Utility Arrearages	$ 141,000.00	$ -	$ 141,000.00	$ -	$ -	Mayor's	Economic Recovery
Foss Park Basketball and Playground Upgrade	$ 150,000.00	$ 150,000.00	$ -	$ -	$ -	Parks	Infrastructure
Amazing Grace Basketball Court	$ 41,106.00	$ -	$ 41,106.00	$ -	$ -	Parks	Infrastructure
Police Department Vehicles	$ 256,000.00	$ 256,000.00	$ -	$ -	$ -	Police	Public Safety
Community Mental Health Initiative	$ 200,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	Rec/Health	Community Mental Health and Wellness
Schools Revenue Loss Replacement	$ 802,000.00	$ 802,000.00	$ -	$ -	$ -	Schools	COVID Response
COVID-19 Disinfection	$ 128,000.00	$ 128,000.00	$ -	$ -	$ -	Schools	COVID Response
HVAC Study and Implementation of A/C addition at MVMMS	$ 1,050,000.00	$ -	$ 1,050,000.00	$ -	$ -	Schools	Infrastructure
Schools Asbestos Abatement	$ 90,000.00	$ 90,000.00	$ -	$ -	$ -	Schools	Infrastructure
School Department Closing FY22 Budget	$ 774,697.00	$ 774,697.00	$ -	$ -	$ -	Schools	COVID Response
High School and Middle School Complex Elevators	$ 594,000.00	$ 594,000.00	$ -	$ -	$ -	Schools	Infrastructure
TOTAL	**$ 7,327,080.00**						
REMAINING UNCOMMITTED ARPA FUNDS	**$ 1,047,094.00**						
**Personnel costs are inclusive of health insurance and benefits*							

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: Update on FY20 and FY21 Free Cash appropriations
Date: December 8, 2022

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a status update on the use of Free Cash appropriations from Fiscal years 2020 and 2021, as follows:

Of the Free Cash appropriations approved by Council in FY 2020 the follow appropriations remain open:

2020-70 Fire - SCBA Equipment ($110,000) – awaiting final invoicing

2020-103 City Hall Generator ($105,000.00) – design is complete and construction is in progress (see 2021-109)

2020-103 School Door update ($300,000) – about half of this appropriation has been spent, and more of it committed for several other doors in the next few months, as well for new fob reader installations.

2020-103 Sylvan Street Drainage ($129,000) – all funds have been encumbered for design and the project will be completed with FEMA approval as part of the TIP project.

2020-108 IT - Capital investments ($295,104.60) – partially complete; used to pay for a projector replacement project at the Winthrop School that was completed and paid for. The $225,000 was used to pay for a server upgrade project that we are only now implementing. There will be a remaining amount in the amount of $56,601.43 that is being used for the Hoover projector replacement project in summer of 2023.

2020-109 DPW - Traffic Calming ($75,000.00) – all funds have been encumbered for traffic controls and signalization upgrades at intersections throughout the City; a number of items, including 6 rapid flashing beacons, are on order and DPW is awaiting delivery.

2020-109 DPW - Cemetery Upgrades ($50,000) – a portion of this appropriation funded the Cemetery records digitization project and the balance is going towards paving that will be done at various streets inside the Cemetery; DPW was awaiting FEMA feedback on a drainage issue and FEMA concerns have delayed a portion of the project; the remainder will be done in the spring.

2020-109 DPW- Sidewalk Repairs ($151,676.55) –funds are encumbered; the paving company just finished the fall round of sidewalk repairs and will continue in the spring when all funds will be expended.

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Of the Free Cash appropriations approved by Council in FY 2021 the follow appropriations remain open:

2021-109 DPW City Hall Generator ($400,000) - project is in progress; concrete pad has been installed; most of the interior work will be done between now and when the generator arrives; lead times on the generator was in excess of 20 months; we are hoping to receive the generator by July 2023.

2021-131 HR - DEI initiative ($100,000.00) – funded staff anti-discrimination training, managers investigations training, and ADA training for all department heads; HR is finalizing RFP for internal equity audit of City's employment policies, procedures, benefit programs, department-specific practices; RFP will be issued in early January 2023 and remaining funds will be expended by the end of the Fiscal Year.

2021-130 Fire Department – Ambulance ($265,000.00) – awaiting delivery

2021-133 Park Upgrades - Lebanon, Pickleball & Ell Pond ($502,500) – Parks projects nearing completion with outstanding invoices remaining to be paid; landscaping, playground equipment and basketball court painting will happen in the spring; Ell Pond treatment is seasonal next treatment will be done in late June 2023

2021-134 Planning - Wayfinding Upgrades ($50,000) – OPCD is on track to finalize the design, locations and text to be included on the signs for a spring 2023 installation. The funds will be spent before the end of FY2023.

2021-135 Police Vehicles & Radios ($255,000.00) – vehicle has been purchased; remaining funds will be expended by the end of the Fiscal Year.

2021-136 DPW - Tree Plantings, Traffic Calming, Ell Pond Feasibility Study (480,243.00) - Ell Pond feasibility study is complete; traffic calming projects are moving ahead and funds are encumbered for traffic equipment; tree plantings are ongoing on a seasonal basis.

2021-138 School Improvements MSBA Hoover, Roosevelt Upgrades, High School Upgrades ($825,000) - in progress, MSBA grant received and projects moving forward.

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council/A&O Committee
From: Margot Fleischman, Director of Strategic Initiatives and Communication
Re: INFO-2023-12: An Update on the Status and Usage of Free Cash in the City of Melrose
Date: January 30, 2023

As a follow-up to the Appropriations and Oversight Committee meeting of December 8, 2022, I am pleased to provide the Honorable City Council with a revised presentation on the use of prior years' Free Cash appropriations, including reports on the expenditures incurred and status updates for all FY20-FY22 Free Cash requests.

Project tracking

Department heads were asked last November to provide status updates for all outstanding projects funded with Free Cash appropriations for FY20-FY22. This information was compiled and presented in memo format to the Appropriations and Oversight Committee in advance of their December meeting.

In response to feedback from Councilors, and to assist with reporting on these projects going forward, Assistant Auditor Kerri Golden and I have transferred the information provided in December into the accompanying spreadsheet. Assistant Auditor Golden has reviewed the information that was provided in the fall and has updated it to reflect the current balances and any additional expenditures that have occurred since then. We will continue to track progress for these projects on a regular basis and will have a further update for the Council in conjunction with the FY24 budget presentation and FY23 Free Cash requests.

As you are aware, I am unfortunately unable to attend the Appropriations and Oversight Committee meeting on Monday, January 30. However, should Councilors have any project-specific questions, please do not hesitate to contact me and I would be happy to coordinate with department heads on providing the information you require.

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Order	Category	Project Name	FY20 Appropriation	FY21 Appropriation	FY22 Appropriation	Balance	Project Notes
2020-70	Capital	Fire Department Pumper	$ 519,925.00			$ -	Complete
2020-70	Capital	Fire Station Floor Repair	$ 100,000.00			$ -	Complete
2020-70	Capital	Fire - SCBA Equipment	$ 110,000.00			$ 20,318.00	Fire Department recently put an order through to spend the rest of the free cash ($20,318) which will provide the Department with 3 more Air Packs as well as 2 more face pieces. According to our sales representative from Fire Tech & Safety of New England, Inc., the estimated ship date is April 4, 2023. Once these items have been received, we can move forward with processing the payment and closing out this Free Cash Purchase Order (#20221020). Grant funds and state earmarks will be used to complete purchase of all equipment needed to fully replace all SCBA equipment.
2020-71	Operational	Library Elevator Repair	$ 50,160.00			$ -	Complete
2020-96	Savings	Stabilization Balances	$ 2,500,000.00			$ -	Complete
2020-103	Capital	City Hall Generator	$ 105,000.00			$ 13,545.01	Design is complete and construction is in progress (see 2021-109)
2020-103	Capital	School Door update	$ 300,000.00			$ 159,545.03	About half of this appropriation has been spent, and more of it committed for several other doors in the next few months, as well for new fob reader installations.
2020-103	Capital	Sylvan Street Drainage	$ 129,000.00			$ 105,840.70	DPW has signed a contract with Weston and Sampson for preliminary design for modeling and developing alternatives. This will inform the second phase of design which will be contracted separately. The remainder of this appropriation will be encumbered by the end of FY23.
2020-103	Capital	School Security	$ 45,000.00			$ -	Complete
2020-104	Operational	Fire - OT	$ 80,000.00			$ -	Complete
2020-104	Operational	Fire - Motor Vehicle Repairs	$ 30,000.00			$ -	Complete
2020-104	Capital	Fire - Ice Rescue Sled	$ 4,200.00			$ -	Complete
2020-106	Operational	Police - OT	$ 25,000.00			$ -	Complete
2020-106	Operational	DEI- Training	$ 26,000.00			$ -	Complete
2020-106	Capital	Police Vehicles	$ 144,714.85			$ -	Complete
2020-108	Capital	IT - Capital investments	$ 295,104.60			$ 56,601.34	Partially complete; used to pay for a projector replacement project at the Winthrop School that was completed and paid for. The $225,000 was used to pay for a server upgrade project that we are only now implementing. There will be a remaining amount in the amount of $56,601.43 that is being used for the Hoover projector replacement project in summer of 2023.
2020-108	Operational	DEI- Training	$ 14,000.00			$ -	Complete
2020-109	Capital	DPW - Traffic Calming	$ 75,000.00			$ 30,353.14	All funds have been encumbered for traffic controls and signalization upgrades at intersections throughout the City; a number of items, including 6 rapid flashing beacons, are on order and DPW is awaiting delivery
2020-109	Capital	DPW - Cemetery Upgrades	$ 50,000.00			$ 47,000.00	A portion of this appropriation funded the Cemetery records digitization project and the balance is going towards paving that will be done at various streets inside the Cemetery; DPW was awaiting FEMA feedback on a drainage issue and FEMA concerns have delayed a portion of the project; the remainder will be done in the spring.
2020-109	Capital	DPW- Sidewalk Repairs	$ 151,676.55			$ 20,296.77	Funds are encumbered; the paving company just finished the fall round of sidewalk repairs and will continue in the spring when all funds will be expended.
2020-109	Capital	DPW - Tree Plantings	$ 55,000.00			$ -	Complete
2020-110	Operational	School- Medicaid	$ 77,500.00			$ -	Complete
2020-110	Operational	Pine Banks Upgrade	$ 1,800.00			$ -	Complete
2021-43	Operational	HR - Comp Study		$ 50,000.00		$ -	Complete
2021-52	Operational	School - Essex Agri Assessment		$ 39,757.00		$ -	Complete
2021-52	Capital	Police - Gun & Ammo Upgrade		$ 26,000.00		$ -	Complete
2021-52	Operational	Inspectional Services		$ 27,500.00		$ -	Complete
2021-62	Operational	Police - New Hires		$ 55,300.00		$ -	Complete
2021-109	Capital	Generator		$ 400,000.00		$ 400,000.00	Project is in progress; concrete pad has been installed; most of the interior work will be done between now and when the generator arrives; lead times on the generator was in excess of 20 months; we are hoping to receive the generator by July 2023.
2021-109	Operational	School Medicaid		$ 75,000.00		$ -	Complete
2021-109	Operational	School - Essex Agri Assessment		$ 20,833.00		$ -	Complete
2021-109	Operational	Fire MV repairs		$ 40,000.00		$ -	Complete
2021-109	Operational	Fire - OSHA software		$ 12,000.00		$ -	Complete
2021-109	Operational	Inspectional Service - Permit Software		$ 16,000.00		$ -	Complete
2021-109	Operational	Treasurer-Collector - Cash Module Software		$ 41,000.00		$ -	Complete
2021-110	savings	Stabilization Balances		$ 1,150,000.00		$ -	Complete
2021-115	Operational	City Clerk - Staffing Costs		$ 14,650.00		$ -	Complete
2021-129	savings	Affordable Housing Trust		$ 75,000.00		$ -	Complete
2021-130	Capital	Fire Department - Ambulance		$ 265,000.00		$ 265,000.00	Ordered, awaiting delivery

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Order	Category	Project Name	FY20 Appropriation	FY21 Appropriation	FY22 Appropriation	Balance	Project Notes
2021-131	Operational	HR - DEI initiative		$ 100,000.00		$ 90,074.00	Used for staff anti-discrimination training, managers investigations training, and ADA training for all department heads; remaining funds are allocated to conduct the internal equity audit of City employment policies, procedures, benefit programs, department-specific practices. HR has issued a RFP for consulting services with anticipated start date of March 2023.
2021-132	Capital	IT Upgrades		$ 200,000.00		$ -	Complete
2021-133	Capital	Park Upgrades - Lebanon, Pickleball & Ell Pond		$ 502,500.00		$ 124,947.77	Parks projects nearing completion with outstanding invoices remaining to be paid ($102,193 balance); landscaping, playground equipment and basketball court painting will happen in the spring; Ell Pond treatment ($22,755 balance) is seasonal next treatment will be done in late June 2023.
2021-134	Capital	Planning - Wayfinding Upgrades		$ 50,000.00		$ 50,000.00	OPCD is on track to finalize the design, locations and text to be included on the signs for a spring 2023 installation. The funds will be spent before the end of FY2023.
2021-135	Capital	Police Vehicles & Radios		$ 255,000.00		$ 126,000.00	Police vehicle has been purchased; remaining funds will be expended by the end of the Fiscal Year.
2021-136	Capital	DPW - Tree Plantings, Traffic Calming, Ell Pond Feasibility Study		$ 480,243.00		$ 100,655.77	Ell Pond feasibility study is complete; traffic calming projects are moving ahead and funds are encumbered for traffic equipment; tree plantings are ongoing on a seasonal basis.
2021-137	Operational	Snow & Ice		$ 270,000.00		$ -	Complete
2021-138	Capital	School Improvements MSBA Hoover, Roosevelt Upgrades, High School Upgrades,		$ 825,000.00		$ 449,724.93	In progress, MSBA grant received and projects moving forward.
2021-139	Capital	Veterans Honor Roll Upgrade		$ 30,000.00		$ -	Complete
2022-77	Capital	Memorial Hall Envelope			$ 1,500,000.00	$ 1,500,000.00	The Memorial Hall Building Envelope Restoration Project is well underway. Construction is currently occurring simultaneously on all three primary elements of the project: the roof replacement, the window restoration, and the masonry repointing. The current projection is that the construction will be completed by June of 2023. In terms of expending the free cash portion of the funding for this project, the expectation is that the funding will be spent by the end of Fiscal Year 2023.
2022-87	Operational	Police Chief Search			$ 30,000.00	$ -	Complete
2022-89	Operational	Police - Replacement hire cost			$ 151,200.00	$ 23,591.87	Police Salary and Wages is complete; Police Firearms and Ammunition is complete; Police Academy Tuition and Training is complete; Police Uniforms has a remaining balance and we are expecting invoices to be paid by the end of the Fiscal Year.
2022-108	Capital	Replacement Fred Green Turf			$ 600,000.00	$ 600,000.00	There has been a delay at Weston and Sampson, due to the retirement of the consultant who was working on the RFQ for Fred Green Field. As of the end of November, Weston and Sampson has committed to delivering the pricing and RFQ to the City by the end of this week. Based on that timeframe, DPW would expect the bidding process to be moving forward promptly, with the objective for the field to be ready by the beginning of September 2023.
2022-114	Operational	DPW Easement			$ 48,000.00	$ -	Complete
2022-130	Operational	Snow & Ice			$ 341,621.03	$ -	Complete
2022-132	savings	Stabilization Balances			$ 1,225,000.00	$ -	Complete
2022-133	Capital	Pine Banks - Paving Parking Lot			$ 34,010.35	$ 34,010.35	Per the funding agreement between Malden and Melrose, the City of Malden has made an equal appropriation for this project; the Pine Banks Trustees are working with their engineering firm to finalize the project design based on this budget. They anticipate that the project will be done in Spring 2023.
2022-134	Capital	IT Phone System, Cameras & Social Media Archiving			$ 270,000.00	$ 165,119.00	School VoIP project: $100,000 of this cost is for the School Telephone Replacement project. Additionally, there were $60,000 of implementation and engineering costs that were slated for this project. IT has not paid for all expenses related to this project. Middle School Camera system: This project is in process. It is about 80% complete. IT just paid an invoice for roughly $64,000 and will pay the rest after completion (roughly $40,000). Social Media Archiving: IT is working with City Solicitor Phillips and other Department Heads and School Admin staff who have social media accounts to get control of them and get them archived in our new system. $20,000 of this has been paid to Jatheon for the software.
2022-135	Capital	DPW - New Vehicles			$ 482,000.00	$ 482,000.00	This funding, along with another $90K in free cash from the Sewer Enterprise Fund, was for replacement of six vehicles: Roll-off (#17), three light dump trucks (#33, 55, and 57), and two pick-up trucks (#39 and 46). To date, we have ordered the new roll-off vehicle, with expected delivery in spring 2023, as well as the two pick-up trucks. Following extensive research on electric and hybrid vehicle options, we determined that the only vehicle that could be electric was one of the pick-up trucks that will not be used for plowing snow. Therefore, one of the two pick-up trucks we have ordered is a Ford Lightning. For the remaining three light dump trucks, we have been working with multiple state vendors to identify available new vehicles that meet our specifications and hope to successfully complete those orders within the next two months.
2022-135	Capital	DPW - trees			$ 70,000.00	$ 70,000.00	This money is for tree planting in spring 2023 and thus has not yet been spent. We planted about 100 trees in fall 2022 using most of the remainder of the prior free cash allocation.
2022-135	Capital	DPW - Traffic Calming			$ 70,404.57	$ 21,763.37	DPW has ordered RRFBs for the first list of locations that we prioritized, which totaled about $50K of the approx. $70K allocation. We are awaiting delivery.
2022-135	Capital	DPW - Study MHS bathrooms			$ 150,000.00	$ 150,000.00	DPW is working on an RFQ to hire a design consultant, which we hope to have out by January 2023.
2022-135	Capital	DPW - Cemetery Equipment			$ 10,620.65	$ -	Complete. This item has been purchased and the allocation is spent.

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Order	Category	Project Name	FY20 Appropriation	FY21 Appropriation	FY22 Appropriation	Balance	Project Notes
2022-136	Capital	Recreation - Vehicle, Software - Comm Services Team			$ 75,967.40	$ 65,967.40	Rec Vehicle ($47,077.40) – Rec Department is in the process of having its order filled for a 2023 Ford F-150 Lightning. Ford is currently completing a custom build and delivery is expected in February or March of 2023. Upon delivery we will be paying the invoice in full. After the disbursement for the recreation vehicle all funds will be exhausted. Recreation Online Registration Software ($10,000) – These funds have been expended and Rec has launched our new online registration system called Civic Rec. You can view the new system on the Recreation website. COA fobs and media repair ($13,890) – COA Director Minchello is working to repair the speaker; the latest attempt is in the final stages with an upcoming repair date. She is coordinating on the media equipment and the fobs with the IT Department and has options and quotes for listening devices but is waiting to purchase in case it is best to tie into the virtual technologies. 4.D Memorial Hall elevator controls ($5,000) – The elevator software upgrade groundwork was completed in November (10% of the project). The software had technical issues so the installation of the software is anticipated to start in January 2023.
2022-137	Capital	School - Microscopes, Curriculum, Uniforms, Golf Cart			$ 192,000.00	$ 92,019.61	Literacy Curriculum (Savvas) ($100,000) – $99,980.39 has been expended – Elementary English language Arts materials have been purchased and received. The total program cost is $449,883.61. MPS was awarded a competitive grant in the amount of $179,943.74. The District will request an additional contribution from the City in the amount of $169,959.48 for FY24. Microscopes ($30,000) – In progress, funds have been encumbered based on a quote for $28,716.75. Utility Vehicle ($12,000) – In progress, gathering three quotes from vendors. Uniform Replacement ($50,000) – In progress, approximately $24,695.77 has been encumbered based on quotes/invoices.
2022-137	Operational	School - Medicaid			$ 75,000.00	$ -	These funds were received and applied to the general FY22 operating budget as an offset as budgeted.
2022-138	Operational	Various Departments - Operating costs			$ 76,400.00	$ 13,118.76	Health and Human Services Department (rodent control $28,000) – grant funds were received to allow this project to move forward without using City funds. City Solicitor (professional services $25,000) – funds have been expended. Auditor's Office (office equipment $10,000) - $ 556.74 has been expended to-date, with the remaining amount available for this Fiscal Year for any department(s) with a need for new furniture. Fire Department (mattresses $10,000) – The Fire Department ordered the replacement of 20 bedding materials throughout all 3 fire stations from Mattress Firm. At the end of the week of November 14th, all materials were received and distributed throughout the stations. According to the FD Finance Administrator, the firefighters are very grateful that we were able to do this for them. She is awaiting the invoice from Mattress Firm which will be paid upon receipt. Elections Department (equipment and banner $3400) – $3,93.94 was expended for election banners. They were ordered, invoiced/paid and used in the last two elections. According to the City Clerk, these have been very well received by voters.

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DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

Date: June 2, 2022

To: Mayor Paul Brodeur

From: Elena Proakis Ellis, Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
Margot Fleishmann, Director of Strategic Initiatives

Subject: Free Cash Request – Traffic Calming

The Department of Public Works respectfully requests $70,404.57 of free cash to put toward traffic calming/traffic control devices. We have had many additional requests for Rectangular Rapid Flashing Beacon (RRFB) pushbutton crosswalk devices and solar speed feedback signs. We also make traffic safety improvements on our capital projects when the opportunities arise, such as reconfiguring intersections to narrow crossing distances or to improve compliance with speed regulations. The requested free cash will be used to fund additional requests that have not yet been met. Requests will be prioritized based on feedback from the police department and available speed and volume data.

Status Update on Past Traffic Calming Measures

Over the last several years, the City has accepted mitigation money related to rideshare services, in addition to allocating free cash funds to traffic calming measures. These funds, oftentimes in combination with other grant funding and roadway improvement allocations such as Chapter 90 funds, Complete Streets grants, and road bonds, have been used to implement a variety of traffic calming and safety improvement measures. The information below summarizes the notable achievements to date through these programs.

Rectangular Rapid Flashing Beacons

Crosswalk pushbutton signals provide additional visual queues to drivers of pedestrians entering a crosswalk. These signals have now been installed in the following locations:

- Howard Street at Nelson/Ruggles (2 sets)
- Grove at Larrabee/Whitman
- West Wyoming at Berwick
- Main Street just north of Lynn Fells Parkway near Linden
- Main Street near McCarthy House, south of Franklin Street
- Main Street at Boardman Ave.
- Main Street at Highland Ave.

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- Upham at Gooch
- Upham near Simonds/gas station
- Franklin near Ashcroft
- Wyoming Ave. at Lincoln School
- Franklin Street at Vinton Street
- Vinton Street at Orris Street
- Franklin Street at Botolph Street

Solar Speed Feedback Signs
These signs show drivers their speeds and provide messages such as “too fast” or “thank you” depending on the vehicle’s speed. They have been installed at the following 12 locations to date:

- Upham Street westbound
- Howard Street eastbound
- Grove Street between Main and Lebanon
- Main Street north side coming in from Wakefield
- Lebanon Street northbound across from Wyoming Cemetery
- Washington Street coming in from Malden
- Forest Street between coming in from Malden before Lebanon Street
- Warwick Road heading south
- Franklin Street coming in from Stoneham
- West Wyoming Avenue coming in from Stoneham
- South Main Street northbound
- South Main Street southbound

Accessible Curb Ramps
New accessible curb ramps have been added at all locations where sidewalk work was done as part of our capital roadway improvements program. In addition to those locations, new accessible ramps were added at individual locations around the City where a new crosswalk was being added (after approval by the Melrose Traffic Commission) or at high pedestrian volume locations where ramps were previously missing. The following curb ramps have been added in the past several years:

- Upham at gas station (pre-existing crosswalk missing ramps)
- Washington Street at Little Sprouts (new crosswalk)
- Sylvan Street at Mount Vernon (new crosswalk)
- Lebanon Street at Appleton (new crosswalk)
- Lebanon Street at Beech (new crosswalk)
- Howard Street at Carlida (new crosswalk)
- Upham Street at all cross streets on westbound side (existing crossings)
- Warwick Road at Maple (new crosswalk)
- Warwick Road at Stevens (new crosswalk)
- Upham Street at Dell (new crosswalk)

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- Grove Street at Dell (new crosswalk)
- Pleasant Street at Everett (new crosswalk)
- Pleasant Street at Converse Lane (new crosswalk)
- Sylvan Street at Ryder (new crosswalk)
- Shadow Street at Washington (existing crossing)

In addition, the following locations were previously approved for ramp work and some are partially complete. These will be completed during the 2022 construction season:

- Grove Street at Linwood (new crosswalk)
- Franklin Street near Warren (new crosswalk)
- Sunset Street at Howard (existing crossing)

Intersection Modifications
Intersections that were deemed to pose safety concerns due to their being either too large or having unclear or unsafe traffic patterns have been modified in the following locations:

- Howard Street at Green (roundabout location)
- Howard Street at Elm
- Poplar Street at Prospect
- Poplar Street at Emerson
- Warwick Road at Dyer
- Warwick Road at Sears
- Warwick Road at Stevens
- Foster Street at Cottage
- Echo Street at Whitman
- Glendower Road at Whitman

Sidewalk Additions
Lastly, sidewalks have been added in locations where they were previously lacking or incomplete on the following streets:

- Altamont Avenue
- Spear Street
- Hancock Street
- Whitman Avenue
- Echo Street
- Glendower Road
- Park Street
- Woodland Avenue (partially completed; to be finished this construction season)

These locations are in addition to sidewalk repairs or improvements on roads included in our capital program.

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We appreciate the funding that has been allocated by the Council to these programs in the past to supplement our grant and bond-funded projects. We are hopeful that traffic calming funds will continue to be allocated to assist with additional requests that have not yet been met.

Thank you for your consideration of this request.

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Questions received from Councilors for INFO-2023-12:
An Update on the Status and Usage of Free Cash in the City of Melrose

Question from Councilor Migliorelli: ***DEI initiatives (2020-106, 2020-108, 2021-131): Can I see exactly what was spent from these accounts? Details on the actual vendors/projects this money was spent on?***

Answers from HR Director Polina Latta:

2020-106	Operational	DEI- Training	$	26,000.00
2020-108	Operational	DEI- Training	$	14,000.00

These funds were used to pay for Visions, Inc. for the Racial Climate Assessment Study. The full cost of $39, 906 was paid on 5/23/2022 once the study was completed. The full report is available at www.cityofmelrose.org/sites/g/files/vyhlif3451/f/uploads/melrose_pp_survey_may_2022.pdf.

2021-131 – HR-DEI initiative

1. DEI trainings invoiced to-date ($10,200)

- Anti-Harassment and Anti-Discrimination Training for City Employees and Supervisors
- Managers Investigations Training- September 2022 BRODY HARDOON PERKINS KESTEN LLP- $9,900* (*The price was negotiated as one package for both trainings)

All City employees, including Public Safety employees, received overview of their rights and responsibilities related to all forms of discrimination, including disparate treatment, micro-aggressions, hostile work environment, and discriminatory remarks in the workplace, among some. The certified MCAD trainers described the process of filing a complaint and the appropriate state and federal enforcement agencies that may be involved. A special segment of the trainings was focused on the managers' and supervisors' role in recognizing, curbing and addressing the behavior and the complaint in a timely manner.

The Managers Investigations Training focused on proper steps to conduct effective discipline, civil rights, and personnel investigations, interview witnesses, gather evidence, analyze facts and effectively communicate the determinations. It presented best practices, mistakes to avoid and employer's legal obligations. Providing such critical trainings will help mitigate the significant risks of violations and reduce the liability of the employer of costly complaints and avoid litigations.

- ADA Training –November 2022 INSTITUTE FOR HUMAN CENTERED DESIGN INC -$300

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The New England ADA Center to conducted a training to raise awareness of the Americans with Disabilities Act (ADA), ensure that managers comply with the fundamental employment aspects (Title I) of this civil rights law, address key requirements applicable to local government (Title II) and complement the current efforts the City has taken towards ADA Self –Assessment. The training covered the definition of disability, disability etiquette and awareness, the process of reasonable accommodation, conduct issues as well as administrative requirements that municipalities have, program accessibility, service animals and effective communications. It also provided helpful resources that support employers in providing equal opportunities for employees to fully participate and benefit in the workplace.

2. Equity Assessment and DEI Training Series RFP (not to exceed $85,000) issued January 24, 2023

City of Melrose has issued a RFP for a consultant to conduct a comprehensive assessment of the City's employment policies, procedures, benefit programs, Department specific practices and procedures, City specific policies, outreach and engagement practices, and system-wide communication methods, which may inadvertently contribute to different treatment, experiences and opportunities for staff and residents due to their identity. The equity assessment will focus on diversity of their race, ethnicity, gender, disability, age, sexual orientation, gender identity, religion, nation origin, or other socio-culturally factors, etc. By fully understanding the challenges, we are looking to identity best practices, determine our short- and long-term goals and align our resources to meet the needs of the workforce and community and thus create a more equitable system that supports the success of all stakeholders.

A final comprehensive written report of the equity assessment detailing its process, analysis of the gaps and disconnects between the current and future/desired state of the City, and opportunities to build upon. The report will include recommendations for embedding new inclusive policies and practices into the organization's culture and into all function areas, and a strategic plan for how to implement the recommendations and changes.

Additionally, the City is looking to develop interactive and implementation-focused DEI training series for our employees and leadership that reinforce existing initiatives, bridge gaps identified by the equity assessment and further complement our efforts to develop practical skills, common language and deeper understanding for our staff to advance their intercultural competency. Integrating DEI in all levels of the organization, and becoming part of everyone job would set the building blocks for a sustainable change.

The City's RFP can be viewed at www.cityofmelrose.org/sites/g/files/vyhlif3451/f/uploads/equity_assessment_and_training_series_rfp_final_01242023_2.pdf. Responses are due by February 24, 2023, at 12 p.m. Pending

the selection of a qualified consultant, the equity assessment and training initiative is anticipated to start this March and be concluded within a year.

3. GARE membership

Funds will be used to pay for the City's membership in the Government Alliance for Racial Equity (GARE) www.racialequityalliance.org, for which we are completing the application process.

Questions from Councilor Williams:

1. ORDER 2020-109, 2021-136, and 2022-135 contain "Traffic Calming" but none actually list any traffic calming devices. It seems like they are all spent on intersection signals and rapid flashing beacons. Can you please explain whether any actual traffic calming devices (speed humps, bump-outs, planters) have been purchased with these funds? Or, if you're aware of those purchases with other funds. Can you explain why this line item is mislabeled?

Answers from DPW Director Elena Proakis-Ellis (also, see accompanying memo from June 2, 2022):

Over the years I have been in Melrose (since 2015), we have called this annual allocation by different names – traffic safety, traffic calming, traffic control devices, etc. These funds have been used each year for a number of items that relate to traffic safety, including the purchase and installation of RRFBs (as Councilor Williams has noted), the purchase and installation of solar speed feedback signs, the addition of new crosswalks with accessible curb ramps and signage, intersection modifications, and complete streets elements of capital projects already underway. Last year when requesting this free cash item I had put together the attached memo summarizing the many items that have been accomplished through the use of this money, along with Rideshare funds and other funding sources, and our intentions to use this newly requested money similarly.

We have separately allocated ARPA funds toward the Neighborways Traffic Calming Toolkit project and have obtained a Shared Streets grant from MassDOT for the purchase of traffic calming pilot devices (speed humps, etc.) We were not permitted to spent the Shared Streets money until recently, and we will decide what to spend in concert with our Neighborways consultants [for more on the Neighborways, see questions related to ARPA projects].

2. Order 2021-136 combines "tree plantings, traffic calming, Ell Pond feasibility study." Can you please provide the specific expenditures and progress indicators for all three of those categories separately? Again on line 46, there is mention of "traffic equipment" and "traffic calming projects are moving ahead." [remainder of this question is addressed in the ARPA questions document]

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Answer from DPW Director Elena Proakis-Ellis:

Regarding the breakdown between the three projects, Ell Pond Park was $10,000 to advance some soil tests, which were completed for $9,000, with a balance of $1,000. Traffic calming/safety was $91,908, of which $81,885.62 has been spent. This money was spent on RRFBs for the Nelson/Howard intersection to reinstate the fourth crosswalk at the request of Councilor McNaught, as well as the purchase and installation of other RRFBs and solar speed feedback signs, and a small component of Aggregate's work in 2022 (approximately $11,000) that related to new crosswalks and curb ramps previously approved by the Traffic Commission. The updated balance in the tree request is $12,707.40, from the original $150,000. The remaining $137K was spent on tree planting in spring and fall 2022. The remainder, along with the more recent allocation of tree planting free cash from spring 2022, is slated to be spent on planting in spring 2023.

The traffic equipment purchased from the 2022 allocation is RRFBs for the following locations: Upham @ Ashcroft, Emerson @ library, Foster @ Milano Center, West Wyoming at Cottage and at Cleveland, South Main Street (two locations TBD). These have all arrived recently and most have been installed. The remainder has not yet been spent.

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CITY OF M
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stre
Melrose, Massachusetts 0217
Telephone - (781) 979-411

COMMON VICTUALLER LICENSE APPLICATION

Annual Renewal Fee - $75

Licenses Expire annually on December 31

☑ **New Application**

☐ **Renewal Application**

Common Victualler Licenses are valid from January through December and are required to be renewed annually. To avoid delays in processing your application, please do not leave any applicable sections blank. *All incomplete applications will be returned.*

✓ **Please refer to the check list below to ensure all steps are completed prior to submitting the original application to the City Clerk's Office:**

	Completed application with "wet signature"
	Inspection and approval from the following Departments: o Melrose Fire o Melrose Health and Human Services Department o Melrose Police o Inspectional Services o Treasurer Collectors Office
	Completed Business Certificate Application, if applicable
	Completed Worker's Compensation Insurance Affidavit, including a copy of Declarations page of Workers' Compensation Policy.
	Copy of Current ServSafe Certificate
	$75 Application Fee payable by cash, credit card or check payable to the City of Melrose.

Please contact Joanne Perperian at (781) 979-4115 or email clerks@cityofmelrose.org with questions.

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562 Main Stree
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Telephone - (781) 979-411

COMMON VICTUALLER LICENSE
RENEWAL APPLICATION
LICENSING PERIOD JANUARY 1, 2023 – DECEMBER 31, 2023

Business Name: SALAMORE GOLF, INC. DBA MOUNT HOOD MEMORIAL PARK + GOLF COURSE	**Tax ID Number:** [redacted]
Business Address: 1287 MAIN ST. LYNNFIELD MA 01940 LOCAL: 100 SLAYTON RD. MELROSE, MA. 02176	**Business Phone Number:** [redacted]
Owner's Name: RICHARD LUFF TYLER SANBORN	**Owner's Cell Phone Number:** [redacted]
Residential Address of Owner: [redacted]	**Number of Employees:** LOCAL 4 FULL TIME 40 PART TIME
Email Address of Owner (required): [redacted]	
24-hour Emergency Contact Name: DEAN SCARITO - GENERAL MANAGER	**Emergency Phone Number:** [redacted]

Circle all that apply:	Breakfast	Lunch	Dinner	Take-out
	GOLF + FUNCTIONS	GOLF + FUNCTIONS	FUNCTIONS	

Please List Daily Hours of Operation

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6:00 AM	TO 11:00 PM	IN SEASON →				
VARIABLE	DURING	OFF-SEASON - DEPENDENT ON FUNCTION DEMAND				

Approved Number of Seats:	MAIN HALL: 90 CARR ROOM: 60 SNACK ROOM: 35
Floor Space/ Square Feet:	MAIN HALL: 1390 CARR Room: 780 SNACK Room: 450

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City Clerk

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By signing below, you are requesting to be granted a Common Victualler License from the City of Melrose. In addition, you swear and affirm that the contents of the document are truthful and accurate to the best of your knowledge and belief.

Additionally, you hereby certify under the penalties of perjury that you have, to the best of your knowledge and belief, filed all state tax returns, paid all state taxes, local taxes, all water, sewer and solid waste disposal bills, all tax titles, utilities, and all motor vehicle excise taxes to the City of Melrose required by law.

Signature of Petitioner 1	12/19/2022 Date of Signature	[redacted] Date of Birth
Signature of Petitioner 2	12/19/2022 Date of Signature	[redacted] Date of Birth

*This license will not be used or renewed unless this certification clause is signed by the applicant.

**Your Social Security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. Licensees failing to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.

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Kristin Foote
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Telephone - (781) 979-411

The Commonwealth of Massachusetts
Department of Industrial Accidents Office of Investigations
600 Washington Street, Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Business
Applicant Information Please Print Legibly

Business Name: SALAMORE GOLF, INC.

Address: 1287 MAIN ST

City/State/Zip: LYNNFIELD, MA 01940

Phone #: [redacted]

	Are you an employer- (check one):
✓	*I am an employer with 45 employees (full/part-time) LOCAL 130 TOTAL
	I am sole proprietor or partnership and have no employees working for me in any capacity (No workers' comp insurance required)
	We are a corporation and its officers have exercised their right of exemption per c. 152, § 1(4), and we have no employees. (No workers' comp insurance required)
	We are a non-profit organization, staffed by volunteers, with no employees. (No workers' comp insurance required)

	Business Type- (required):
	Retail
	Restaurant/Bar/Eating Establishment
	Office and/or Sales (incl. real estate, auto, etc.)
	Entertainment
	Manufacturing
	Non-profit
	Health Care
✓	Other GOLF COURSE W/ SNACK BAR, BAR, + FUNCTION SPACE

*Any applicant that checks box #1 must also fill out the section on the next page showing their workers' compensation policy information.

** If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required, and such an organization should check box #1.

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562 Main Stree
Melrose, Massachusetts 0217
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I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: MERCHANTS PREFERRED INSURANCE COMPANY

Insurer's Address: 5 BEDFORD FARMS DRIVE SUITE 101

City/State/Zip: BEDFORD, N.H. 03110

Policy # or Self-Insurance License #: [redacted] Expiration Date: [redacted]

Required:

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expirations date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,5000.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP Work Order and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: By: [signature], PRES Date: 12/19/2022

Phone #: [redacted]

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Telephone - (781) 979-411

INFORMATION AND INSTRUCTIONS

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statue, and *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An employer is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that **"every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required."**

Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address, and phone number along with a certificate of insurance.

Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage.

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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4113

Sign and date the affidavit

The affidavit should be returned to the city or town that the application for the permit or license is being requested, not the Department of Industrial Accidents. Should you have any questions regarding the law of if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigation has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a homeowner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigation would like to thank you in advance for your cooperation and should you have any questions please do not hesitate to give us a call. The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111

Tel. # 617-0727-4900 ext. 406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF ME
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stree
Melrose, Massachusetts 0217(
Telephone - (781) 979-411

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF M
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stre
Melrose, Massachusetts 021
Telephone - (781) 979-41

COMMON VICTUALLER LICENSE
CITY DEPARTMENT REVIEW
LICENSING PERIOD JANUARY 1, 2023 – DECEMBER 31, 2023

Instructions for applicant:
Please complete the section below before obtaining approval from each of the City Departments listed on the back of this page. Departments will not review and approve if there are any fields left blank.

REPORT OF INVESTIGATION – RELATIVE TO APPLICATION FOR

Business Name: SALAMORE GOLF, INC. DBA MOUNT HOOD MEMORIAL PARK + GOLF COURSE

Owner Name: RICHARD LUFF Owner DOB: [redacted]

Business Address: LOCAL: 100 SLAYTON RD, MELROSE, MA 02176
CORPORATE: 1287 MAIN ST, LYNNFIELD, MA 01940

Daily Business Hours

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	VARIABLE DURING OFF SEASON - DEPENDENT ON FUNCTION DEM	6:00AM	TO 11:00PM	IN SEASON		
Approved Number of Seats:			MAIN HALL: 90 CART ROOM: 60 SNACK ROOM: 35			
Floor Space/ Square Feet:			MAIN HALL: 1390 CART ROOM: 780 SNACK ROOM: 450			

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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Stree
Melrose, Massachusetts 0217
Telephone - (781) 979-411

Attention City Officials: Please review the information submitted by the applicant on the reverse side to ensure all fields are complete prior to researching your records and signing off.

MELROSE HEALTH & HUMAN SERVICES 781-979-4130	Date Signed: 12-20-2022	**FOOD PERMIT EXP DATE:** 05-31-2023
Health & Human Services Signature	Anthony Chui *Health & Human Services Name Printed*	
☐ Denied	☐ Approved	☒ Other
Comments: new application - Inspection in process		

MELROSE FIRE DEPARTMENT 781-979-4405	Date Signed: 1/9/23	**$10 Fee Paid** **Yes / No**
Melrose Fire Captain Signature	J. GIBSON *Fire Captain Name Printed*	
☐ Denied	☒ Approved	☐ Other
Comments:		

MELROSE POLICE DEPARTMENT 781-665-1212	Date Signed: 12/20/2022
Melrose Police Signature (45)	*Melrose Police Name Printed* 45
☐ Denied	☑ Approved ☐ Other
Comments:	

INSPECTIONAL SERVICES DEPARTMENT 781-979-4135	Date Signed: 12/20/22
Building Commissioner Signature	*Building Commissioner Name Printed*
☐ Denied	☑ Approved ☐ Other
Comments:	

TREASURER COLLECTORS' OFFICE Available in person during City Hall business hours	Date Signed: 1-3-23
Treasurer Collector Signature	Pat Dean *Treasurer Collector Name Printed*
☐ Denied	☑ Approved ☐ Other
Comments:	

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

ACORD®

INSURANCE BINDER

DATE (MM/DD/YYYY): 12/15/2022

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY D.B. Warlick & Co. P O Box 1260 69 Lafayette Rd. North Hampton NH 03862	COMPANY Merchants Insurance Co.	BINDER # B22121528363
PHONE (A/C, No, Ext): (603) 964-6065 FAX (A/C, No): (603) 964-9029	EFFECTIVE DATE: 1/1/2023 TIME: 12:01 X AM	EXPIRATION DATE: 1/31/2023 TIME: X 12:01 AM
CODE: SUB CODE:	☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: CMP9155355	
AGENCY CUSTOMER ID: 00015225	DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location)	
INSURED AND MAILING ADDRESS Sagamore Golf Inc dba Mt Hood Memorial Park & Golf Course 101 North Road North Hampton NH 03862	Location: 100 Slayton Road, Melrose MA	

COVERAGES

TYPE OF INSURANCE	COVERAGE / FORMS	LIMITS		
		DEDUCTIBLE	COINS %	AMOUNT
PROPERTY — CAUSES OF LOSS: ☐ BASIC ☐ BROAD X SPEC X REPLACEMENT COST	Blanket Bldg & contents	[redacted]		
GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE X OCCUR RETRO DATE FOR CLAIMS MADE:		EACH OCCURRENCE		$ [redacted]
		DAMAGE TO RENTED PREMISES		$
		MED EXP (Any one person)		$
		PERSONAL & ADV INJURY		$
		GENERAL AGGREGATE		$
		PRODUCTS - COMP/OP AGG		$
VEHICLE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		COMBINED SINGLE LIMIT		$
		BODILY INJURY (Per person)		$
		BODILY INJURY (Per accident)		$
		PROPERTY DAMAGE		$
		MEDICAL PAYMENTS		$
		PERSONAL INJURY PROT		$
		UNINSURED MOTORIST		$
				$
VEHICLE PHYSICAL DAMAGE DED ☐ COLLISION: ☐ OTHER THAN COL:	☐ ALL VEHICLES ☐ SCHEDULED VEHICLES	☐ ACTUAL CASH VALUE ☐ STATED AMOUNT		$
GARAGE LIABILITY ☐ ANY AUTO		AUTO ONLY - EA ACCIDENT		$
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		$
		AGGREGATE		$
EXCESS LIABILITY X UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM RETRO DATE FOR CLAIMS MADE:		EACH OCCURRENCE		$ [redacted]
		AGGREGATE		$
		SELF-INSURED RETENTION		$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		☐ PER STATUTE		
		E.L. EACH ACCIDENT		$
		E.L. DISEASE - EA EMPLOYEE		$
		E.L. DISEASE - POLICY LIMIT		$
SPECIAL CONDITIONS / OTHER COVERAGES: Additional Insured: The People of the City of Melrose, The Park Commission, their commissioners, officers and agrents and employees		FEES		$
		TAXES		$
		ESTIMATED TOTAL PREMIUM		$

NAME & ADDRESS

	☐ MORTGAGEE ☐ LOSS PAYEE	☐ ADDITIONAL INSURED
	LOAN #:	
	AUTHORIZED REPRESENTATIVE David Warlick/GAIL	

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Date Prepared: 12/02/22

DIRECT BILL

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY

MERCHANTS PREFERRED INSURANCE COMPANY
BUFFALO, NY 14202 NCCI COMPANY NUMBER: 33942

INFORMATION PAGE

POLICY NUMBER: [redacted]

AGENCY/BROKER: D B WARLICK & CO.

AGENT CODE: 71889/NER06/037

TRANSACTION TYPE: RENEWAL

RENEWAL OF NUMBER: [redacted]

BUSINESS TYPE: CORPORATION

1. THE INSURED MAILING ADDRESS: SAGAMORE GOLF INC
101 NORTH ROAD
NORTH HAMPTON, NH 03862-2130

INTERSTATE/INTRASTATE RISK ID:

BOARD FILE NUMBER:

FEDERAL EMPLOYER IDENTIFICATION NUMBER: [redacted]

OTHER WORKPLACES NOT SHOWN ABOVE: (ADDRESS, CITY, STATE, ZIP CODE)
SEE EXTENSION OF INFORMATION PAGE

2. POLICY PERIOD is from 01/01/23 to 01/01/24 12:01 AM standard time at the insured's mailing address.

3. A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: MA NH

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	$1,000,000	each accident
Bodily Injury by Disease	$1,000,000	policy limit
Bodily Injury by Disease	$1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This policy includes these endorsements and schedules:

MS IU 05 11 99	MU 06 3J 07 17	MU 92 67 05 19	MU 92 72 08 19	WC 00 00 00 C
WC 00 00 01 A	WC 00 03 08	WC 00 04 06	WC 00 04 06 A	WC 00 04 14 A
WC 00 04 19	WC 00 04 20	WC 00 04 21 E	WC 00 04 22 C	WC 00 04 25
WC 20 03 01	WC 20 03 02 A	WC 20 03 03 D	WC 20 04 04	WC 20 06 01 A
WC 28 04 04	WC 28 04 05	WC 28 06 01	WC 28 06 04	

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium

SEE EXTENSION OF INFORMATION PAGE

MINIMUM PREMIUM	$	328
DEPOSIT PREMIUM	$	19,079
TOTAL ESTIMATED ANNUAL PREMIUM	$	19,079

Interim adjustments of premiums shall be made: ANNUAL

Countersigned by: _____

Authorized representative Date

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CITY OF MELROSE
OFFICE OF THE CITY CLERK

Kristin Foote
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115

Attention City Officials: Please review the information submitted by the applicant on the reverse side to ensure all fields are complete prior to researching your records and signing off.

MELROSE HEALTH & HUMAN SERVICES 781-979-4130	Date Signed: 12-20-2022	**FOOD PERMIT EXP DATE:** 05-31-2023
Health & Human Services Signature	*Health & Human Services Name Printed* Anthony Chui AC 1/19/23	
☐ Denied	☒ Approved	☒ Other
Comments: New Application - Inspection in process		

MELROSE FIRE DEPARTMENT 781-979-4405	Date Signed: 1/3/23	**$10 Fee Paid** Yes / No
Melrose Fire Captain Signature	*Fire Captain Name Printed* J. GIBSON	
☐ Denied	☐ Approved	☐ Other
Comments:		

MELROSE POLICE DEPARTMENT 781-665-1212	Date Signed: 12/20/2022
Melrose Police Signature (45)	*Melrose Police Name Printed* 45
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Comments:	

INSPECTIONAL SERVICES DEPARTMENT 781-979-4135	Date Signed: 12/20/22
Building Commissioner Signature	*Building Commissioner Name Printed*
☐ Denied	☑ Approved ☐ Other
Comments:	

TREASURER COLLECTORS' OFFICE Available in person during City Hall business hours	Date Signed: 1-3-23
Treasurer Collector Signature	*Treasurer Collector Name Printed* Pat Dean
☐ Denied	☑ Approved ☐ Other
Comments:	

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL
BRODEUR
Mayor

City Hall, 562
Main StreetMelrose,
Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Conservation Commission Appointment
Date: December 13, 2022

I respectfully request the Honorable City Council confirm the following Conservation Commission appointment:

- Charles McCabe, 14 Orient Ave, to a three-year term, said term to expire on the last day of February 2026. Mr. McCabe's appointment replaces the term of Eugenia Gibbons, whose term is set to expire on the last day of February 2023.

In addition to holding a master's degree in urban placemaking, highlights of Mr. McCabe's candidacy include serving as executive director of a national research collaborative where he focuses on urban parks, urban public spaces, trails, programming, events, and community outreach, and advises public and non-profit parks and open spaces agencies on a range of planning, advocacy, and more.

Mr. McCabe intends to use his vast experience noted above and throughout his resume to assist the current members of the Conservation Commission in promoting and developing the natural resources in Melrose as well as advocating for the protection of our watershed resources.

Thank you for your consideration.

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Hello,

My name is Charlie McCabe, I live at 14 Orient Avenue and I'm interested in applying for one of advertised openings on the Conservation Commission. I am interested in either the full or associate member positions and have familiarity with conservation, watershed protection and water quality regulations in both professional as well as volunteer roles. I'd be honored to serve the city.

By day, I'm a parks, open space and placemaking consultant, I have a sole-proprietor LLC based here in Melrose. Prior to becoming a full-time consultant in the summer of 2019, I worked for a number of parks nonprofit organizations in Austin, TX, Boston, MA and New York City in a wide variety of roles. I volunteer regularly with the Rose Kennedy Greenway in Boston, the Mystic River Watershed Association, and Friends of the Fells/Middlesex Fells Reservation. I've attached my current resume, you can also review my work at www.charliemccabe.co (I also earned a Masters Degree in Urban Placemaking and Management from Pratt Institute in February 2017.)

I moved to Melrose in late February 2021, having lived in Arlington, MA for a half dozen years. I was pleased to serve for a term on the Community Preservation Act (CPA) committee there, working with a group of volunteers to review and recommend CPA projects to the Town via the annual town meeting for approval from 2018 through 2021. I have been volunteering with the Melrose Bike/Pedestrian Committee (since I moved here) and have been walking/checking some of the smaller Conservation holdings in the northern edge of the city as well (since late last year).

I would love to apply my skills and knowledge in serving on the Conservation commission in Melrose. IThank you for your consideration and please let me know if I can answer any questions.

Yours truly,

Charlie McCabe
14 Orient Avenue
Melrose, MA 02176

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Charlie McCabe
14 Orient Avenue, Melrose, MA 02176

Parks, open space, and placemaking consultant with extensive experience in public-private partnerships, programming, fundraising, project management, and community outreach. Master's degree in urban placemaking. Former parks non-profit executive director and director of a national research collaborative, with a focus on urban parks, urban public spaces, trails, programming, events, and community outreach. Extensive experience in a Fortune 100 company as a director, project leader, and technical support specialist.

Work Experience

Parks, Open Space, and Placemaking Consultant, **Charlie McCabe Consulting LLC,** Melrose, MA
July 2019 – present

- Advise public and non-profit parks and open space agencies on a range of planning, advocacy, analysis, programming, placemaking, funding, and operations efforts. Services include benchmarking, research, and analysis of park resources across the country. Clients include Central Park Conservancy (Institute for Urban Parks – multiple grantees through Partnerships Lab program), Google/LendLease, Bloomberg Associates (multiple grantees), Public Workshop/The City of Austin, and Salt Lake City Corporation. Past clients include The Trust for Public Land (July 2019-February 2021) Pro-bono clients include Bike to the Sea, Inc., the Emerald Necklace Conservancy, and the Dennis Conservation Land Trust.
  (Prior to 2/28/21, I was based in Arlington, MA)

Director, Center for City Park Excellence, **The Trust for Public Land**, Boston, MA
January 2017 – June 2019 (non-profit organization)

- Managed the research and publishing of annual report (*City Park Facts – tpl.org/2020-city-park-facts*) and annual ranking of public park systems (parkscore.tpl.org) in the 100 largest US Cities, as well as special reports and research for TPL staff and client organizations.

Research and Planning Fellow, **New Yorkers for Parks,** New York NY
May – July 2016 (non-profit foundation)

- Assisted in research and reviews of the 2016 Report Card on Parks: www.ny4p.org
- Developed physical activity park survey for six parks in the Bronx, using the SOPARC method developed by the RAND Corporation and trained three interns on the methods, working in the parks. Analyzed and reported on data for Bronx Community Health Network client.

Jane Jacobs at 100 Fellow, **Municipal Art Society,** New York, NY
February – May 2016 (non-profit foundation)

- Managed outreach and collaboration efforts to recruit programs, events, exhibitions and tours to celebrate the 100th Anniversary of Jane Jacobs's birthday, curating a custom website: www.jj100.org.
- Assisted colleague with outreach, training, website content, and logistics/coordination efforts for the annual Jane's Walk Weekend, with over 250 walks/tours through New York City.

Director of Public Programs, **Rose Kennedy Greenway Conservancy**, Boston, MA
February 2012 – July 2015 (non-profit foundation)

- Managed 4-person team organizing public events, markets, exercise classes, entertainment, and more than 30 food trucks and other vendors. Oversaw Greenway Carousel operation, as well as public relations, communications and IT support. Grew attendance (food vending, Wi-Fi, events/programs, and carousel visitation) from 372,000 in 2011 to 1,194,000 in 2015, with revenue increase from $250,000 in 2012 to over $650,000 in 2015.
- Worked with consultants to provide earned media and PR coverage. Directed web site, social media, and traditional communications coverage, as well as photography and video creation, with part-time communications coordinator.

(Over, please)

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Executive Director, **Austin Parks Foundation**, Austin TX.
June 2005 – February 2012 (non-profit foundation)

- Managed three-person team providing accounting, membership, communications, marketing, and program management for projects ranging from programming to park improvements.
- Negotiated groundbreaking partnership with the Austin City Limits Music Festival and the City of Austin Parks and Recreation Department, resulting in annual donation of 8.25% of festival tickets sales. Funds of $3.5 M were allocated to improvements at the Zilker Park festival as well as neighborhood park grants and park improvements citywide. The partnership has continued and grown to present day and been a model for other cities.
- Led all social media efforts, including the Foundation blog and Twitter and Facebook updates.
- Promoted the organization through frequent print, television, and radio appearances.
- Grew Foundation budget and revenues from $174,000 in 2005 to $812,000 in 2011, including park grants, volunteer events, and fundraising efforts.
- Expanded Adopt-a-Park services from 18 community groups to more than 95 community groups providing administrative support and hands-on project management.

Senior Manager, Service & Support Web Sites **Apple, Inc.**, Austin, TX
1996 – 2004 (consumer electronics)

- Managed team ranging from 10 to 22 people providing customer technical support and service web sites. Duties included web site design, management, technical content, and interactive (discussion, email) support with staff working in multiple locations in the USA, Europe, and Asia.
- Worked collaboratively with Apple staff across the globe to provide technical support content in seven languages.
- Received #1 rating from Consumer *Reports* for web-based support in 2003 and 2004.

Various Technical Specialist Roles **Apple, Inc.,** Cupertino, CA, and Austin, TX
1988 – 1996 (consumer electronics)

- Additional roles in technical support and software and hardware sales 1986 – 1988

Education

Master of Science, Urban Placemaking and Management, February 2017. Pratt Institute, Brooklyn, NY.
Bachelor of Arts, History and Political Science, May 1986, Colby College, Waterville, ME.

Community Service

Horticultural and Programs Volunteer, Rose Kennedy Greenway, Boston, MA	2016 – present
Trail Steward, Friends of The Fells, Melrose/Medford/Stoneham, MA	2016 – present
Advisor, community projects, Emerald Necklace Conservancy, Boston, MA	2019 – present
Volunteer leader, invasive species management, Mystic River Watershed Association, Arlington, MA	2020 – present
Stewardship Research and Analysis, Volunteer, Dennis Conservation Land Trust, Dennis, MA	2019 – 2021
Community Preservation Act Committee member, Town of Arlington, MA	2018 – 2021
Board member, Executive Committee, membership co-chair, City Parks Alliance, Washington, D.C.	2011 – 2018
Brooklyn Bridge Park Horticultural Zone Volunteer, Brooklyn, NY	2015 – 2016
Prospect Park Alliance Corps volunteer, Brooklyn, NY	2015 – 2016
City of Austin Bicycle Advisory Committee, Austin, TX	2008 – 2011
Board Member, representing Texas Affiliate, EarthShare, Washington, D.C.	2007 – 2012
Governing Board member, Board Chair (2011-2012) EarthShare of Texas, Austin, TX	2007 – 2011
Volunteer Trail Project Leader, Bull Creek Foundation, Austin, TX	1996 – 2006

Other Skills and Interests

Master gardener and volunteer park horticulturist. Trail building and maintenance project leader, specializing in invasive species management. Avid traveler with focus on comparing public spaces. Enthusiastic bicyclist.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Commonwealth of Massachusetts

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ◆ Karyn E. Polito Lt. Governor ◆ Jennifer D. Maddox, Undersecretary

October 17, 2022

The HonorablePaul Brodeur
Mayor, City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur: **RE: Melrose 0922 Application**

Thank you for submitting this application to the FY2023 Community One Stop for Growth. The Executive Office of Housing and Economic Development (EOHED), Department of Housing and Community Development (DHCD), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from City of Melrose was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **$75,000** from the **Housing Choice Grant Program** has been approved to support your project.

This award is contingent the execution of a grant contract between the City of Melrose and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application, as well as an invitation to an online training on October 25, 2022 at 11:00 a.m. related to grant administration and contract guidance to highlight contractual obligations. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Chris Kluchman, FAICP, Deputy Director at Chris.Kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator at Filipe.Zamborlini@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the City of Melrose's housing and community development needs.

Sincerely,

Jennifer D. Maddox
Undersecretary, DHCD

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications,** the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		**COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development** **MMARS Department Code: OCD**	
Legal Address: (W-9, W-4): 562 Main Street, Melrose, MA 02176		**Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114**	
Contract Manager: Paul Brodeur	**Phone: (781) 979-4440**	**Billing Address (if different): same**	
Email: pbrodeur@cityofmelrose.org	**Fax:**	**Contract Manager: Julissa Tavarez**	**Phone: 617 573 1407**
Contractor Vendor Code: VC6000192115		**E-Mail: Julissa.tavarez@mass.gov**	**Fax:**
Vendor Code Address ID (e.g. "AD001"): AD001 . **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s): SCOCD321023330000263** **RFR/Procurement or Other ID Number: DHCDOneStop2023**	

_X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
_x_ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, **20___.**
Enter **Amendment Amount**: $ ___. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): _x_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$ 75,000 .**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _x agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. The City of Melrose will re-write its zoning ordinance to be user-friendly as well as make changes that are identified in the recently approved Housing Production Plan.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_x_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of ___, **20__**, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
__ 3. were incurred as of **__, 20___** , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **_6/30_ , 2024 ,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____.
Print Title: _____.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: Louis Martin.
Print Title: Director.

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ATTACHMENT A SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

FY 2023 Housing Choice Initiative Program Contract

Housing Choice (HC) Grant Program

I. CONTRACT

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

A. This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Budget, as approved by the Department, are attached hereto as Exhibits.

B. This Attachment A incorporates by reference the Housing Choice Community Grant Program Application as applicable.

C. This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.

D. This Contract represents the entire agreement between the Contractor and the Department, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.

E. If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS

The Housing Choice Initiative encourages local governments to expand housing production by providing new grants, coordinating technical assistance across various housing agencies, and promoting regulatory innovation. The Housing Choice Initiative rewards municipalities that are producing new housing and have adopted best practices to promote sustainable housing development.

A crucial part of the Housing Choice Initiative is the Housing Choice designation and grant program. Communities that achieve the Housing Choice designation have exclusive access to apply for the Housing Choice Grant Program and receive bonus points or other considerations for certain state grant programs.

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The Contractor shall use the FY 2023 contract funding to provide services in accordance with the terms of the attached Budget, the terms of this Contract, and any subsequent Contract amendments. **ALL EXPENSES MUST BE INCURRED ON OR BEFORE JUNE 30TH OF THE FISCAL YEAR IN WHICH THEY OCCUR (FY 2023 – YEAR 1; FY 2024 – YEAR 2).** Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of the Department, in accordance with Section III.C. below.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department may issue, amend, or supplement from time to time.

III. ADDITIONAL TERMS AND CONDITIONS

A. Reporting Responsibilities of the Contractor

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.

2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.

3. The Contractor shall submit written quarterly progress reports to the Department in compliance with the following deadlines and requirements using a form provided by the Department. Progress reports shall be submitted on or before the 15th day of the month following the last month of the quarter, except in instances when the due date shall fall on a weekend or holiday where reports would be due the following full business day after the deadline. **The Department may delay reimbursement to the Contractor if the Contractor consistently fails to submit timely progress reports or other documents required under this Contract.** Any such action by the Department shall be preceded by written notification of the intent to delay such reimbursement, which may be done electronically, and allow for the Contractor to make reasonable written explanation regarding the occurrence, and the remedy of the issue. Failure by the Contractor to reply to the Department's written notification or to comply with specific instructions from the Department shall be treated as a breach herein and under Section 4 of the Commonwealth Terms and Conditions. The Department further reserves the right to consider past performance under the Housing Choice Grant Program when evaluating an applicant's initial submission. Consistent failure to submit

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progress reports or to comply with the provisions of this Contract may negatively impact future awards of this grant.

Progress report deadlines are as follows:

FY23		
Q3	Period: 1/1/2023 *to* 3/31/2023	Due: 4/17/2023*
Q4	Period: 4/1/2023 *to* 6/30/2023	Due: 7/17/2023*
FY24		
Q1	Period: 7/1/2023 *to* 9/30/2023	Due: 10/16/2023*
Q2	Period: 10/1/2023 *to* 12/31/2023	Due: 1/15/2024
Q3	Period: 1/1/2024 *to* 3/31/2024	Due: 4/15/2024
Q4	Period: 4/1/2024 *to* 6/30/2024	Due: 7/15/2024

*Denotes due date following a weekend or holiday.

4. A Contractor whose grant funds a Planning or Zoning project shall submit a copy of the planning or zoning document(s) produced with grant funding. Document(s) should be delivered by July 31, 2024. Documents that cannot be delivered by July 31, 2024 must submit written notification to the program representative by July 31, 2024 outlining when a report will be submitted. In accordance with Section III.A.3, failure to submit document(s) required under this Contract may (i) result in delayed reimbursement; (ii) may be treated as a breach of the Contract; and (iii) will be considered when evaluating applications for future grant awards.

5. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall promptly inform the Department in writing, which may be done electronically, of the following conditions which may affect its deliverable objectives and performance as soon as they become known:

    a. Problems, delays, or adverse conditions which will materially affect the Contractor's ability to attain deliverable objectives. This disclosure shall be accompanied by a statement of any actions taken or contemplated by the Contractor, and any assistance needed from the Department to resolve the situation. Failure by the Contractor to communicate promptly or to respond promptly to communications from the Department may result in the denial by DHCD of any budget or schedule change requests by the Contractor, as provided in Section III.C.

    b. Favorable developments or events which will enable the Contractor to meet the deliverable Contract objectives sooner than anticipated or at less cost than originally projected.

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6. The Contractor shall submit all progress reports electronically to the Department's assigned program representative at the following address:

   Filipe Zamborlini
   Community Grants Coordinator
   filipe.zamborlini@mass.gov

7. The Department shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to the Department. The Contractor shall submit an acceptable report upon receipt of such advice from the Department.

8. The Contractor, and any entity under subcontract having costs chargeable to Contract funds, shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions, including, without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.

9. Within five business days of receipt, the Contractor shall provide the Department with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.

10. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify the Department of such action and deliver copies of such pleadings to the Department. Such reports or communications may be provided electronically.

11. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request. The Contractor shall promptly make available to the Department or to an auditor or contractor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.

B. Payment Mechanism and Fiscal Obligations

The Department agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

1. Cost Reimbursement. The Contractor shall submit to the Department written requests for cost reimbursement on the Department's Housing

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Choice Community Grant Invoice form (Housing Choice Invoice), or other such form as the Department may specify.

Only requests for cost reimbursement for authorized capital expenses, pursuant to the capital funds from the state's capital budget, that are completed within the dates of service of an invoice, and that take place within the length of the contract, are authorized for reimbursement.

2. Housing Choice Invoices should be submitted **no more than** once a month and should include the range of the dates of service being submitted for reimbursement.

3. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.

4. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.

   Each request for payment by cost reimbursement must be made on the Housing Choice Invoice. By submitting the Housing Choice Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Budget as approved by the Department, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

   The Department's fiscal representative will provide additional billing instructions, if necessary, to the Contractor via email.

   When submitted electronically, the Housing Choice Invoice should be attached to the email submission in one email attachment. Any other documents, such as vendor invoices, should be submitted as separate attachments.

   In addition to the Housing Choice Invoice, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll

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records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The request for cost reimbursement shall be submitted electronically to the attention of:

Brett Morton
Fiscal Representative
brett.morton2@mass.gov

with a copy to:

Filipe Zamborlini
Community Grants Coordinator
filipe.zamborlini@mass.gov

5. All requests for cost reimbursement must be submitted on or before July 17, 2023, if expenses were incurred in FY 2023 – Year 1; and on or before July 15, 2024, if expenses were incurred in FY 2024 – Year 2. Failure to do so may result in delayed reimbursement or denial of the request.

6. The Contractor shall submit the final Housing Choice Invoice on or before July 15, 2024. With the submission of the final Housing Choice Invoice, the Contractor shall return to the Department any unexpended funds that are reflected in the final reconciliation, subject to Section III.C below.

C. Budget or Schedule Changes

1. Any subsequent change in the services and activities to be provided by the Contractor in accordance with the attached Budget, including, but not limited to, extensions of time, requires prior written approval from the Department's assigned program representative listed in Section III.A.6. **Requests for any amendments or extensions shall be reviewed on a case-by-case basis by the Department, and may be approved or denied by the Department at its discretion. Consideration shall only be extended to grantees who are in adherence with Section III.A.5 and other requirements of this Contract. Requests to amend or extend the end date of the Contract must be received by the Department on or before January 31, 2024.**

2. Budget Amendments. The Contractor may transfer funds among the line items in the Budget, only with the written permission of the Department. No amendment to the Contract shall be required for such change. The Contractor shall submit a request for such change electronically to the Department's representatives, listed in Section III.B.4, at least 30 days prior to requesting reimbursement funds under such change. If the

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Department does not respond within 30 days of receipt of the requested change, it will be deemed to have approved of the change.

D. Signage, Acknowledgment, Publicity, and Logos

1. Signage. The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by the Department as part of the Housing Choice Initiative, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: "Funds for this Project have been provided by a Housing Choice Community Grant provided by the Massachusetts Department of Housing and Community Development."

2. Acknowledgment. If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: "This publication was funded by a Housing Choice Grant provided by the Massachusetts Department of Housing and Community Development."

3. Publicity; Other Materials. The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to the Department copies of any such documents thirty (30) days prior to publication, and provided that such documents include the acknowledgment required under Section III.D.2. The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.

4. Logos. If the Contractor wishes to include a Department logo on any signage or other materials produced in accordance with this section, it may contact the Department's assigned program representative, listed in Section III.A.6, for the appropriate copy of a logo.

5. Submission to DHCD. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to the Department's assigned program representative, listed in Section III.A.6, no later than thirty (30) days before posting or distribution. If the Department does not respond within thirty (30) days of receipt of the material, it will be deemed to have approved of the material.

   The Department reserves the right to require that the Contractor provide to the Department photographs, video, or other media and/or documentation, if applicable, or copies of such materials, of any project financed in part by the Department under the Housing Choice Initiative.

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E. Audit or Financial Review

The Department reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's (or Subcontractor, if applicable) records if, in its sole discretion, the Department determines that it is necessary for any reason.

F. Monitoring

The Department may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow the Department and its representatives access to all of its books and records pertaining to this Contract.

G. Conflict of Interest, Licensure, and Debarment

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.

2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.

3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.

4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

H. Enforcement, Suspension, and Termination

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1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.

2. The Department may use increased or additional monitoring and reporting as part of its enforcement actions.

3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.

4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.

5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.

6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

I. Non-Discrimination In The Provision of Services

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

J. Confidentiality

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.

2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall

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hold all personal data relating to Contract-supported personnel and applicants or recipients of Contract-supported programs and activities in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form and its Instructions and Contractor Certifications, and all applicable Federal and state privacy and confidentiality laws and regulations, including M.G.L. c. 66A,"Massachusetts Fair Information Practices Act;" M.G.L. c. 93H, Security Breaches; 801 CMR 3.00: Privacy and Confidentiality, and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

3. Pursuant to the Standard Contract Form and its Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss.

4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.

5. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, "personal data", shall not include the Contractor's personnel records.

K. Fraud, Waste, and Abuse

The Contractor shall maintain and use systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.

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Attachment B Budget
FY2023 Housing Choice Grant

Name of Municipality Include name of Subcontractor if applicable	**Program Manager** **Name, phone and email** *Include name and contact information of person preparing report if different from project manager*
Town of Melrose	Name: Denise Gaffey Phone: (781) 979-4190 Email: dgaffey@cityofmelrose.org

Project Description *Brief Summary of Project*
The City of Melrose will re-write its zoning ordinance to be user-friendly as well as make changes that are identified in the recently approved Housing Production Plan.

Project Tasks	**Cost by Task**
Consultants/Prof. Fees	$67,500.00
Meeting Express/Events	$0.00
Project Supplies/Materials	$2,500.00
Other/Miscellaneous	$5,000.00
Design/Engineering/Permitting	$0.00
Bidding	$0.00
Construction	$0.00
Construction Admin	$0.00
Contingency	$0.00
TOTAL	**$75,000.00**

(add additional rows as necessary)

rev. 10/2021

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COMMBUYS
OPERATIONAL SERVICES DIVISION

Bid Solicitation: BD-22-1100-EED01-EED01-70294

Responses Due in 0 Days, 0 Hours, 0 Minutes

Header Information

Bid Number:	BD-22-1100-EED01-EED01-70294	**Description:**	Community One Stop for Growth - FY2023 Round	**Bid Opening Date:**	06/04/2022 12:00:00 AM
Purchaser:	Juan Vega	**Organization:**	Executive Office of Housing and Economic Development		
Department:	EED01 - Economic Development	**Location:**	EED01 - Economic Development		
Fiscal Year:	22	**Type Code:**	NS - Non-Statewide Solicitation	**Allow Electronic Quote:**	Yes
Alternate Id:		**Required Date:**		**Available Date :**	01/21/2022 12:00:00 AM
Info Contact:	Website: www.mass.gov/onestop, Email: onestop@mass.gov	**Bid Type:**	OPEN	**Informal Bid Flag:**	No
Purchase Method:	Blanket				
Blanket/Contract Begin Date:	07/01/2022	**Blanket/Contract End Date:**	06/30/2023		

Pre Bid Conference: Visit www.mass.gov/onestop for a schedule (or recordings) of the information sessions - One Stop Webinars. In addition to reviewing the webinars, applicants can receive feedback by submitting an Expression of Interest as outlined in the NOFA.

Bulletin Desc: The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHED, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through March 18, 2022. For the most up to date program information, visit www.mass.gov/onestop.

Ship-to Address:	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	**Bill-to Address:**	Robin Pezzone 1 Ashburton Place-Room 2101 Boston, MA 02108 US Email: robin.pezzone@state.ma.us Phone: (617)788-3627	**Print Format:**

File Attachments:
FY23 One Stop Notice of Funding Availability (NOFA)
FY23 One Stop Expression of Interest Template
FY23 One Stop Full Application Template

Form Attachments:

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Required Quote Attachments

SBPP (Small Business Purchasing Program) Eligible?: NO

See SBPP requirements and exceptions at www.mass.gov/sbpp :

Item Information

Item # 1: (00-00 - 00) The Community One Stop for Growth is a single application portal and collaborative review process for community and economic development grant programs that make targeted investments based on a Development Continuum. Single- and multi-year grants awards will be made from various programs through EOHED, DHCD, and/or MassDevelopment via the One Stop Full Application. Expressions of Interest accepted through March 18, 2022. For the most up to date program information, visit www.mass.gov/onestop.

U N S P S C Code: 00-00-00
Grant Opportunity

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				

Manufacturer: Brand: Model:

Make: Packaging:

Exit

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CITY OF MELROSE

OFFICE OF THE MAYO

City Hall, 562 Main Stre
Melrose, Massachusetts 021
Telephone - (781) 979-44
Fax - (781) 662-21

PAUL A. BRODEUR
Mayor

June 3, 2022

Secretary Mike Kennealy
Executive Office of Housing and Economic Development
1 Ashburton Place, Room 2101
Boston, MA 02108

RE: Community One Stop for Growth Request for Melrose, Massachusetts

Dear Secretary Kennealy,

Thank you for the opportunity to provide support for the City's application for the FY23 Community One Stop for Growth request for the Zoning Ordinance Re-write project. Recodifying the City's Zoning Ordinance and addressing the zoning goals in the City's recently approved Housing Production Plan will enable the city to provide a user-friendly, progressive blueprint for future development.

As with many other cities and towns in the Commonwealth, the City of Melrose is facing a critical housing shortage. Many of the zoning amendments that the city would like to put forth will directly address increasing the housing supply and diversifying the housing stock. A comprehensive review and reorganization of the Zoning Code will allow the City to effectively address the structure and known issues with the Code and incorporate publicly supported and community driven changes.

Melrose has been a leader in promoting smart growth and transit-oriented development and we have amended our zoning regulations many times over the past two decades to promote these principles and support best planning practices. We have dedicated planning staff and committed volunteers comprising our Zoning Subcommittee who are poised to continue this work, and they recognize the value that a clear and comprehensive zoning ordinance will provide. This grant will enable the city to build on our past success while promoting new opportunities for housing production, providing deeper levels of affordability, and integrating community input wherever we can to shape future redevelopment throughout our city. We are excited to take on this project and we look forward to your support.

Sincerely,

Paul Brodeur
Mayor

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Commonwealth of Massachusetts

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ◆ Karyn E. Polito Lt. Governor ◆ Jennifer D. Maddox, Undersecretary

October 17, 2022

The HonorablePaul Brodeur
Mayor, City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur: **RE: Melrose 0922 Application**

Thank you for submitting this application to the FY2023 Community One Stop for Growth. The Executive Office of Housing and Economic Development (EOHED), Department of Housing and Community Development (DHCD), and Massachusetts Development Finance Agency (MassDevelopment) worked together to evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. This application from City of Melrose was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, I am pleased to inform you that a grant in the amount of **$75,000** from the **Housing Choice Grant Program** has been approved to support your project.

This award is contingent the execution of a grant contract between the City of Melrose and the Department of Housing and Community Development (DHCD) and the satisfaction of its special conditions and requirements. We will send the grant contract to the contact person identified in your application, as well as an invitation to an online training on October 25, 2022 at 11:00 a.m. related to grant administration and contract guidance to highlight contractual obligations. Please do not proceed with grant activities until the contract is fully executed. If you have any questions, please contact Chris Kluchman, FAICP, Deputy Director at Chris.Kluchman@mass.gov, and Filipe Zamborlini, Community Grants Coordinator at Filipe.Zamborlini@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. We look forward to working with you to address the City of Melrose's housing and community development needs.

Sincerely,

Jennifer D. Maddox
Undersecretary, DHCD

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§ 56-10. Assistant City Clerk.

A. The City Clerk shall, on or before the first Monday in February in each year, appoint an Assistant City Clerk, subject to confirmation by the City Council.

B. The Assistant City Clerk may be removed by the vote of a majority of all the members of the City Council taken by roll call.

C. In the absence of the City Clerk, the Assistant City Clerk shall perform all the duties of the office and shall perform such other duties as he/she may be called upon to perform by the City Clerk.

State law reference — Authority to appoint assistant city clerk, MGL c. 41, § 18.

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Commission on Disability Reappointment
Date: January 3, 20223

I respectfully request the Honorable City Council confirm the reappointment of Margaret Sheets, 53 Melrose St., Apt. 3D, to the Commission on Disability for a three-year term, said term to expire on the last day of February 2026.

Ms. Sheets possesses approximately 10 years of experience working for the Disability Policy Consortium of Massachusetts, and during her time with the Commission, has proven herself to be an invaluable member. I am confident that her reappointment will help the commission continue to drive forward its mission of ensuring Melrose is fully inclusive of people with disabilities and assist the commission in meeting one of its core objectives: reviewing and making recommendations about policies, procedures, services, activities, and facilities of departments, boards, and agencies of the City of Melrose as they affect people with disabilities.

Thank you for your consideration.

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Margaret Sheets

53 Melrose St. Apt. 3D Melrose, MA 02176

Relevant Experience

Disability Policy Consortium Massachusetts, My Ombudsman Program Boston, MA
Operations Coordinator, 6/2018-Present

- Conduct research and write articles for the Disability Policy Consortium's weekly newsletter
- Edit reports regarding information on MassHealth members' cases to ensure readability
- Conduct satisfaction surveys to assess MassHealth members' thoughts on the My Ombudsman program
- Analyze satisfaction survey results and present survey data to staff to help with assessing staff performance
- Arrange logistics and work with transit authorities statewide to post My Ombudsman ads on public buses
- Transcribe interviews and analyze results to assess MassHealth members experiences with LTS Coordinators
- Orient newly hired staff to policies and best practices for working as part of the My Ombudsman team
- Work with My Ombudsman staff to design items to be distributed at outreach events
- Interview candidates as part of an interview committee for positions within the My Ombudsman team
- Interview and supervise summer interns
- Represent the My Ombudsman Program at statewide events
- Respond to staff inquiries about office policies, procedures, locations of supplies and other documents
- Organize and facilitate staff wellness activities and ensure staff members' life events are recognized
- Respond to phone inquiries from the public and connect them with appropriate resources
- Work with three staff members to develop strategies to organize their tasks to increase their productivity

Disability Policy Consortium Massachusetts, Malden, MA
Health Care Advocate and Research Assistant, 7/2014-6/2018

- Researched and wrote issue briefs to distribute to disability advocates on topics impacting people with disabilities
- Supervised an intern in compiling information for a database regarding scholarships for students with disabilities
- Lead a discussion group for women with disabilities in Second Life to further empower women with disabilities
- Researched disability topics to respond to consumer requests for information
- Worked with a team to organize a symposium on transportation access for young adults with disabilities sponsored by Easter Seals Massachusetts
- Conducted customer satisfaction surveys to analyze the quality of services delivered by One Care Ombudsman staff
- Presented on barriers to sexual healthcare faced by people with disabilities, as part of a UMass Medical School webinar
- Designed and wrote content for a resource guide to assist people with disabilities who may be experiencing violence
- Transcribed phone interviews for researchers at the Mongan Institute to assess patients' experiences with EMT care
- Organized logistics analyzed results and wrote a report of discussion groups on healthcare-seeking habits of people with disabilities to inform the work of disability-related organizations.
- Called over 100 people with disabilities to urge them to attend meetings regarding changes to MassHealth
- Created online surveys and analyzed results via SurveyMonkey to gather data on various topics of interest to the DPC
- Gave presentations to educate 10-20 students at Lesley College about disability history and advocacy

Community Catalyst, Boston, MA
Program Associate, 7/2013-11/2014

- Organized all logistics and guest list for an off-site Community Catalyst meeting with 20 medical leaders
- Conducted internet research on conflict-of-interest issues in medical education to provide information for publication
- Analyzed medical schools' conflict of interest policies to edit toolkits to help improve schools' policies
- Recruited 20-30 participants and managed logistics for conference calls and webinars

Easter Seals Massachusetts, Boston, MA
Public Affairs Intern, 9/2012-7/2013

- Testified before health and human service committees at the Massachusetts State House on employment issues
- Researched disability topics and wrote reports summarizing the information for use by Easter Seals staff

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Dana-Farber Cancer Institute Center for Community-Based Research, Boston, MA
Research Assistant II, 10/2011-5/2012

- Reviewed articles for use in manuscripts
- Edited and wrote content for articles subsequently published in academic journals
- Analyzed focus group results concerning women's opinions of changes in mammography guidelines
- Designed format and wrote content for PowerPoint presentations and newsletters

Academic Publications

Allen, J. D., Bluethmann, S. M., Sheets, M., Opdyke, K. M., Gates-Ferris, K., Hurlbert, M., & Harden, E. (2013). Women's responses to changes in US preventive task force's mammography screening guidelines: results of focus groups with ethnically diverse women. *BMC public health*, *13*(1), 1169-1181

Allen JD, Mars D, Tom D, Apollon G, Hillaire D, Iralien G, Cloutier L, Sheets M, Zamor R (2013). Health beliefs, attitudes and service utilization among Haitians. *Journal of Health Care for Poor and Underserved, 24*, 106-119

Education

Emerson College (in collaboration with **Tufts University School of Medicine**), Boston, MA, **Graduated**: 2010
Master of Arts in Health Communication; Awarded a graduate assistantship

American University School of International Service, Washington, DC, **Graduated:** 2008
Bachelor of Arts in International Studies
MEAF-AAPD Congressional Internship Program Paid Intern-Summer 2006

- Interned in the Washington DC offices of Senator Debbie Stabenow and the US Senate Health, Education, Labor and Pensions Committee

Skills

Computer Skills: Microsoft Word, Excel, PowerPoint, Outlook, Publisher, OneNote, Adobe Reader, EndNote, SPSS
Language Skills: Proficient in conversational Spanish

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Janet M. Nevin
415 East Foster Street, Melrose, MA 02176

Objective: Seeking a position in a dynamic and collaborative environment, where my experience and talents will contribute to the growth and success of the organization.

Skills: Flexible, resourceful, detail oriented, with exceptional communication skills. Focused, dependable, a solid team player and consensus-builder. Proven expertise in writing, editing and proofreading, as well as experience with grant administration support.

Education:
University of Vermont
Mass Communications & Theater Major

Professional:

SDM Foundation
Associate
Worked as a team member to provide administrative and marketing support for a non-profit focused on teaching people to use technology to enrich their lives. Our services were tailored to individual needs and were available free of charge. Responsibilities included the overall customer experience and community outreach. Also set-up the monthly Shop Talks Speaker Series with local experts on a variety of technical topics. Assisted with scheduling and publishing monthly newsletters.

City of Melrose | Health Department
Grant Administrator
Provided administrative support to Melrose Substance Abuse Prevention Coalition. Assisted with production and dissemination of all Coalition materials, including Annual Report, meeting minutes and press releases. Coordinated staffing for off-site events. Worked from grant inception to build relationships with community groups, schools, police and local businesses in support of Coalition mission.

Continental Cablevision, Inc.
Office Manager and Executive Assistant to the Chairman & CEO
Hired, trained and managed office staff, maintained office systems and acted as liaison to corporate vendors through office relocation process; represented company at corporate sponsored events.

Volunteer / Community Development:

The Bridge | A School/Community Partnership
Former Board Member and Bee Committee Member
Developed policies and goals for organization and represented Board at community and school district events; assisted with planning yearly fundraiser as member of raffle committee.

Melrose Alliance Against Violence
Supporter and Current Walk Committee Member
Assist in planning annual walk for an organization whose mission is to raise community awareness of domestic and teen dating violence and to promote programs to reduce violence and encourage healthy relationships.

Community Coalition of Melrose
Former Member
Served as community representative for group comprised of local businesses and organizations, which was formed to promote quality of life within Melrose.

Common Ground Teen Center
Founding Member & Former Volunteer
In response to community need, helped to establish drop-in center for community youth. Assisted with strategic planning, staffing and fundraising.

Volunteer:
Melrose Schools – Former volunteer at a variety of levels, most recently in the community reading program
Meals on Wheels Program – Former delivery team member
Melrose Parent Workshop – Former member – developed and co-chaired parent & community speaker series.
The Food Drive, Melrose – Current volunteer

Award: **City of Melrose** – Volunteer of the Year - 2007

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Council on Aging Reappointment
Date: January 3, 2023

I respectfully request the Honorable City Council confirm the reappointment of Janet Nevin, 415 East Foster Street, to the City of Melrose Council on Aging Board, for a three-year term, said term to expire on the last day of February 2026.

Ms. Nevin's reappointment comes with full support from the entire Council on Aging Board. With an extensive background in event planning, community outreach, and administrative support, as well as noteworthy volunteerism, it is also my strong recommendation that Janet Nevin's reappointment to the Melrose Council on Aging Board is approved.

Thank you for your consideration.

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8410 Education, Public Safety and Substance Abuse Stabilization Fund Proposal

City of Melrose Health and Human Services

Prevention and Wellness

The City of Melrose Health and Human Services (HHS) Department proposes to utilize the revenue in the stabilization fund for citywide public health prevention and wellness initiatives, including cannabis education, public safety, and recovery coaching.

The staff person who will lead this work and is proposed to be paid out of this fund beginning January 2023, is a 15-year HHS employee, Kara Showers. Kara is a Certified Health Education Specialist with a Masters Degree in Public Health. As the Prevention and Wellness Coordinator in HHS, Kara is responsible for:

- Leading and managing chronic disease prevention and community health initiatives, using a public health lens.
- Coordinating prevention grants.
- Assessing the public health needs of the Melrose community.
- Supporting prevention service programs related to substance use and mental health.

In Massachusetts, cannabis & marijuana use are on the rise from youth to senior citizen populations. *(The word "cannabis" refers to all products derived from the plant*

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Cannabis sativa. The cannabis plant contains about 540 chemical substances. The word "marijuana" refers to parts of, or products from, the plant Cannabis sativa that contain substantial amounts of tetrahydrocannabinol (THC). CBD, or cannabidiol, is the second most prevalent active ingredient in cannabis. While CBD is an essential component of medical marijuana, it is derived directly from the hemp plant, a cousin of marijuana, or manufactured in a laboratory. Cannabidiol (CBD) is a compound found in marijuana. CBD is not impairing, meaning it does not cause a "high."[1,2]).

According to the most recent administration of the Youth Risk Behavior Survey (YRBS), Melrose high school youth report the following:

- 25% have tried marijuana at least 1 time in their life
- 10% reported using marijuana at home and 16% reported using at a friend's house
- 28% thought that their friends feel marijuana is *not wrong at all*, 23% thought their friends thought it was a *little bit wrong*
- 50% of youth reported getting marijuana from a friend

Research shows that heavy cannabis users are more likely to report thoughts of suicide than non-users and regular cannabis use is likely to increase the risk of developing a social anxiety disorder[3]. Increased awareness of the health effects of marijuana and how THC impacts the brain and mental health is imperative for Melrose youth. Collaborating with the Melrose Health and Wellness Coalition (*formerly the Melrose Substance Abuse Prevention Coalition*), and the Melrose Public Schools administration, faculty and staff, this information, as well as refusal skills and social norming campaigns, can be presented using available evidence-based marijuana toolkits[4]. Secondly, this funding could support the development and implementation of healthy coping mechanisms for students, which are an essential outlet in a young person's life. Finally, partnering with local organizations (i.e., PTO's) and parents to host events like "In Plain Sight" show family members how and where to look for early cannabis use signs.

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[1] CBD: What You Need to Know (cdc.gov)

[2] Cannabidiol (CBD): What we know and what we don't - Harvard Health

[3] Mental Health - The Health Effects of Cannabis and Cannabinoids - NCBI Bookshelf (nih.gov)

[4] Cannabis Awareness & Prevention Toolkit | Cannabis Awareness and Prevention Toolkit | Stanford Medicine

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It is not only important to educate our youth about marijuana but support our adult and elderly populations. Thirteen percent of Melrose adult respondents from the COVID Community Impact Survey (CCIS) data[5] said they have used marijuana in the past 30 days. Since recreational use is legal among adults, an assumption can be made that use is even higher than that. Further, both Melrose adults and senior citizens could benefit from more dialogue and education on this topic. With this funding, HHS, in partnership with COA, can host meetings and other events to provide information on cannabis/marijuana/CBD, identify resources and present subject matter experts.

For those residents struggling with substance use, this funding can also bring recovery coaching services to the City. A peer recovery coach or community health worker can assist individuals by finding the necessary recovery resources, establishing accountability as well as another level of support. Recovery coaching services are expanding in surrounding communities as its importance is being recognized across all ages.

According to the 2019 MelroseWakefield Healthcare Community Needs Assessment, 8.2% of Melrose residents died of chronic ischemic heart disease, making it one of the top 3 causes of death in the City [6]. A large study led by researchers at Stanford Medicine stated that p[7]. Of course, these heart disease cases cannot all be attributed to marijuana use. However, all residents young and old could benefit from healthy heart prevention initiatives—from more opportunities for the community to connect to ways to increase daily physical activity.

To make Melrose an even healthier community, and to support overall resident wellness, this funding will provide increased services community-wide. It will provide supplies, staffing, facilities, etc. to offer projects such as:

- Councilor-led community health forums in wards across the City 1-2x year. *Health topics could include CBD/cannabis/marijuana, heart disease, lung cancer, COVID, and/or others.*
- Yoga, Tai Chi, Mindfulness, Art Classes, StoryBook Walks etc. in our passive City parks and other designated City spaces.
- Healthy aging and dementia risk reduction initiatives.

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[5] CCIS Data

[6] Melrose-Wakefield Hospital 2019 Community Data Profile

[7] Marijuana linked to heart disease; supplement may mitigate risk, study reports | News Center | Stanford Medicine

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- Recovery coaching services.
- Open space and recreation support.
- Blood pressure screenings for adult and older adult populations.
- Healthy food security partnerships with our local faith-based organizations/food pantries and food rescue organizations.
- Space to hold events and classes for the community.

BUDGET ESTIMATE: *(January 2023-December 2023, initial start-up investment costs)*

Item	~$	MUNIS Category
Prevention and Wellness Coordinator (part-time)	$51,456 $7,246	Salary, Wages, Benefits
Evidence-based marijuana prevention downloadable toolkits (topics: cognitive function, refusal skills and social norming campaigns) & short policymaker trainings	$1,000	Supplies, Printing, Professional Services, Training
Healthy coping classes (art, exercise classes: mindfulness, yoga, tai chi, walks)	$14,000	Contract, Supplies, Professional Services
Recovery Coaching Services/Community Health Worker with addiction specialist training	$25,000	Contract
Community Connectedness Space for events & classes ("In Plain Sight", Community Health Forums, speakers to discuss CBD/ cannabis/marijuana)	$16,000	Contract, Supplies, Professional Services
Healthy Aging/Dementia-Friendly initiatives	$8,000	Supplies, Professional Services
Open Space/Recreation support	$9,000	Supplies
Blood Pressure Screenings	$2,000	Supplies, Professional Services
Healthy Food Security (i.e. mini food pantries)	$13,000	Supplies, Contract
Trainings & Continuing Education	$2,000	Training

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Advertising	$1,500	Advertising
TOTAL	**$150,202**	

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CITY OF MELROSE **Human Resources Department**

Polina Latta
Director
Platta@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
(P) 781-979-4146
(F) 781-979-4246

To: President Chris Cinella
Melrose City Council

From: Polina Latta, Human Resources Director

Re: Compensation and Classification Study

Date: October 12, 2022

In FY22 the City of Melrose hired a Human Resources Services, Inc. (HRS) to perform a comprehensive classification and compensation study of approximately 70 non-union positions including department heads and staff, which has not been done since 1988. The goal of this initiative was to invest in the City's role as an employer, and modernize and standardize our pay practices for non-union Managers and staff to provide for meaningful progression and promotion while ensuring compliance with the Fair Labor Standards Act and the Mass Pay Equity Act.

The study involved updating the job descriptions, classifying positions according to a uniform point analysis standard, surveying the market of comparable municipalities as needed to determine representative rates of compensation, and developing and recommending a new compensation and classification system for the non-union group of positions.

Based on internal and external equity, the study recommended replacing the current multiple non-union plans with one consolidated compensation and classification plan for the non-union positions. The proposed pay plan supports pay equity and hierarchy based on skill and job requirements. It consists of 23 pay grades and ten steps in each grade with minimum and maximum salary and 2% between steps. HRS recommended continuing the policy on pay steps for easier maintenance and consistency of the plan. The pay ranges targeted the 75th percentile of market, which was necessary in order to remain competitive as compared to other municipalities in Massachusetts.

This is a base salary plan and does not include compensation for stipends, cost-of living, benefits, or other compensation. For initial placement of employees within the plan, the City used the approach of placing at the step closest to but just above their current wage in order to not

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reduce the pay of any current employee. For employees whose salary was below the minimum of the pay range efforts were made to bring it into the range. To maintain fairness, it was recommended that should an employee salary fall above the upper limit of the range the City should maintain that salary and not reduce it.

The proposed pay structure is designed to provide appropriate compensation through the next three fiscal years. As position duties and responsibilities change over time or as new positions emerge, the consultant has furnished a tool to evaluate and measure the position against a common set of criteria in a systematic and objective manner to rank the job in the appropriate grade of the compensation structure.

In order to ensure that pay levels remain equitable and competitive the City was advised to maintain the current plan by applying cost-of-living increase across the entire compensation structure periodically, as determined by the administration, or the new compensation structure will become outdated, and the City will have difficulty recruiting talent, as we have witnessed in the past.

Therefore, we are requesting an appropriation in the amount of $167,310 (One Hundred Sixty-Seven thousand, three hundred and ten dollars) to fund the HRS compensation study. The requested appropriation is from the following accounts $159,784 from the Contract Stabilization fund (84042-590000), $3,763 from Sewer, Reserve for Retained Earnings (84152-590000) and $3,763 from Water, Reserve for Retained Earnings (84162-590000) to various salary and wage lines as set forth herein.

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Ghobrial, Andrew

From: Golden, Kerriann
Sent: Friday, October 28, 2022 12:42 PM
To: Grigoraitis, Jennifer
Cc: Dello Russo, Patrick; Phillips, Shannon; Latta, Polina; Ghobrial, Andrew; Cinella, Christopher
Subject: RE: Request for additional documentation for orders 2023-29, 2023-30, 2023-31
Attachments: 8404ContractStabilizationHistory.pdf; 2006-221 Creation of Contractual Obligations S&W Stabilization Fund.pdf

Good Morning Councilor Grigoraitis,

Patrick and I are providing the information for the questions below that are relevant to our piece. Attached please find a 10 year history of the Contract Stabilization Fund. This fund was established by the Council Order attached 06-221.

-Contract Stabilization was established by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B.
-Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

For orders 2023-30 and 2023-31- Yes, these raises will be retro to the start of Fiscal Year 2023. For the FY 2023 budget, Steps and longevity changes were budgeted. Appropriation Orders 2023-30 and 2023-31 represent the COLA negotiated with both Local 272 Clerical and Local 272 Laborers.

Thanks
Kerri
Assistant City Auditor
City of Melrose
562 Main Street
Melrose, MA 02176

From: Grigoraitis, Jennifer <jgrigoraitis@CityofMelrose.org>
Sent: Monday, October 24, 2022 11:27 AM
To: Latta, Polina <platta@CityofMelrose.org>; Dello Russo, Patrick <PDelloRusso@CityofMelrose.org>; Phillips, Shannon <sphillips@CityofMelrose.org>
Cc: Ghobrial, Andrew <aghobrial@CityofMelrose.org>; Cinella, Christopher <ccinella@CityofMelrose.org>
Subject: Request for additional documentation for orders 2023-29, 2023-30, 2023-31

Good morning,

My understanding is that some combination of the three of you will be before the Appropriations & Oversight Comm to speak to these three orders. In advance of that meeting (which I know Andrew is working to get scheduled), I would like to receive the following additional information:

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- ten-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement)
- Copy of the compensation study completed by the consultant any any related documents
- A list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act
- List of all positions by job title and department slated to be adjusted under the 2023-29 funding request
    - For these positions, total current annual compensation, inclusive of stipends, COLAs ,and any other monetary compensation paid out of all City funds (operating and enterprise)

Additional questions (that I am happy to discuss beforehand and also anticipate asking in the meeting):

- What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above?
- Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why?
- Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract. When was this contract settled? Are these raises retro to the start of the fiscal year? Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

Thank you.

Best,

Jen

Jen Grigoraitis, *she/her/hers*

Ward 6 Councilor, City of Melrose

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****
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Established Council Order 06-221 in accordance with MGL Chapter 40, Section 5B		
8404 Contract Stabilization		
Detail	**Description**	**Funding Orders**
Opening Balance Fiscal year 2013		
2014-74	Clerical - 1 Year	(17,104.23)
2015-102	Library 1 Year	(12,343.95)
2016-55	Laborers 1 Year	(73,241.53)
2016-56	Laborers 1 Year Cemetery	(19,718.89)
2017-39	Fire 2 Years	(369,520.22)
2017-36	Clerical - 1 Year	(9,593.40)
2017-109	Patrol 2 Years	(213,259.09)
2018-55	Library 1 Year	(13,000.00)
2018-152	Fire 1 Year	(103,750.00)
2019-52	Police 1 Year	(101,827.00)
2020-17	City Solicitor - Liquor Commission stipend	(5,000.00)
2020-18	Clerical - 1 Year	(61,138.14)
2022-42	Fire - 2 Years	(317,693.00)
		(1,317,189.45)

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CITY OF MELROSE

In Board of Aldermen

June 5, 2006

AN ORDER

06-221 Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

Offered by Mayor Robert J Dolan

BE IT ORDERED

that, the creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" Number 8404, in accordance with Massachusetts General Laws Chapter 40, Section 5B be, and hereby is passed.

PASSED

JUN - 5 2006

President of the Board of Aldermen

APPROVED

JUN 7 2006

MAYOR

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CITY OF MELROSE

Melrose, 25 June 2006

The Committee on Appropriations

To Which Was Referred Paper No. 06-221

Entitled Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

REPORTS as Follows: that it recommends passage of the Order.

For the Committee Robert A. Boisselle

Robert A. Boisselle *Chairman*

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CITY OF MELROSE
MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
Mayor

Telephone: (781) 979-444
Fax: (781) 662-218

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

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GUIDELINES:

I. MULTIPLE STABILIZATION FUNDS

A. Creation of Funds

Stabilization funds may be created for one or more different purposes. G.L. Ch. 40 §5B. A fund may be created for a broad category of spending purposes, *e.g.*, any lawful purpose, capital budget purposes or purposes for which the community may borrow money. It may also be created for a specific purpose or project, *e.g.*, acquire a new fire truck or undertake a particular school construction project.

Creation of a fund requires a two-thirds vote of the legislative body of the city, town or district. The vote must clearly define the purpose(s) of the fund.

B. Pre-existing Fund

Any pre-existing stabilization fund balance should continue to be treated as a reserve for any lawful purpose, *i.e.* a "general" stabilization fund. The city, town or district can reallocate or earmark all or part of that balance to any new stabilization funds it creates by a vote to transfer monies from that "general" stabilization fund to the newly created fund. See Section I-D below.

C. Changing Fund Purpose

The purpose of a stabilization fund may be changed at any later time by a two-thirds vote of the legislative body. For example, if a community had established a fund in order to reserve monies to acquire a new fire truck and a balance remains after the purchase, the legislative body could vote to change the purpose to meet some new savings objective.

If a Proposition 2½ levy limit override was approved for the purpose of funding the particular stabilization fund, however, the city or town must also follow the referendum procedure explained in Section II-C below to be able to change the fund purpose and then continue using the additional levy capacity resulting from that override in future years.

D. Appropriations and Transfers

Appropriations into and from any stabilization fund require a two-thirds vote of the legislative body.

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CITY OF MELROSE

MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

ROBERT J. DOLAN
Mayor

Telephone: (781) 979-44
Fax: (781) 662-21

May 11, 2006

To the Honorable Board of Aldermen:

I respectfully request the creation of a new stabilization fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund" in accordance with Massachusetts General Laws Chapter 40, Section 5B

Robert J. Dolan
MAYOR

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PUBLIC HEARINGS

Public Hearing Set _____

Melrose Free Press _____

MMTV _____

Public Works Notified _____

Utilities Notified _____

Abutters Notified _____

Post Call _____

Invoice _____

LICENSES

Sent	Fire	O	CORI	O
	Building	O	Health	O
	Wts. & Meas.	O	Police	O
Rec'd	Fire	O	CORI	O
	Building	O	Health	O
	Wts. & Meas.	O	Police	O
	Class II Bond	O		

Workers Comp Affidavit O

CLAIMS

Auditor	O	City Solicitor	O
Public Works	O	_____	O
_____	O	_____	O

emailed to department heads ●

Ordinances changes:

Mailed to General Code O

Copy to Book O

APPOINTMENTS

Letter 0 Oath O

№ 06-22 / original date May 15, 2006

In Board of Aldermen

Referred to Committee on

Appropriations

Creation of a new Stabilization Fund entitled "Contractual Obligations and Salary & Wages Stabilization Fund", in accordance with Massachusetts General Laws Chapter 40, Section 5B

JUN 05 2006

Passed as amended	☐	Passed	☑
Rule _____ suspended	☐	Defeated	☐
Immediate consideration	☐	Place on file	☐
Reconsideration defeated	☐	Reconsidered	☐
Leave to withdraw	☐	Tabled	☐
Granted, adopted, confirmed	☐	Recommitted	☐
		Null & Void	☐

Ordained Roll Call 10 Yea 0 Nay

Mary Rita O'Shea
Clerk

Aldermen	Yea	
Boisselle	—	
Brodeur	✓	
Buonopane	✓	
Conn	✓	
Forbes	✓	
Heavey	✓	
Mortimer	✓	
Seaboyer	✓	
Tramontozzi	✓	
Wright	✓	
Infurna, Pres.	✓	
TOTAL	10	0

CITY OF MELROSE
TOWN OF MELROSE
EXPLORED 1629
CHARLESTOWN 1629
POND FEILDE 1638
MALDEN NORTH END
1649
INCORPORATED 1850
INCORPORATED 1900

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FY23 CLASSIFICATION PLAN City of Melrose Grade / Position
6
No Positions Assigned
7
No Positions Assigned
8
Administrative Assistant-PT (Veterans, Recreation, Police)
Event Operations Assistant - Memorial Hall
Pine Banks Laborer
9
Animal Control Officer - PT
Assistant Parks Superintendent
Human Resources Assistant
Program Coordinator - MA in Motion
Program Coordinator - Tobacco/Alcohol
Recreation Coordinator
10
Assistant to the Director of Inspectional Services
Executive Assistant to City Solicitor
Executive Office Manager - Police
Finance Administrator - Fire Dept./Public Safety
Milano Center Manager (COA)
11
Assistant City Clerk
Clerk of Committees
Finance Manager (Auditing)
Public Health Specialist
12
Cemetery Administrator
Communication and Community Outreach Coordinator
Emergency Management Director
Local Building Inspector (Certified)
Plumbing and Gas Inspector
Sealer of Weights and Measures
Project Engineer
Water-Sewer Administrator (Billing)
Wiring Inspector
13
Assistant Library Director/Head of Technical Services
Assistant Treasurer
Building Systems Supervisor - DPW
Human Resources Coordinator
Project/ Systems Administrator
Senior Planner
Sustainability Manager
Systems Analyst IT (city and schools) - networks/databases

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FY23 CLASSIFICATION PLAN City of Melrose Grade / Position
14
Veterans Services Director (Regional Position)
15
Director of Economic Recovery and Business Development
16
Assistant Director of IT
Executive Director Melrose Memorial Hall
City Clerk
17
Deputy City Engineer
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)
Recreation Director
Superintendent of Parks (Mount Hood. Golf Course,Open Space)
18
Assistant Auditor
Council on Aging Director
Executive Director - Melrose Retirement System
Facilities Manager - City and Schools
Operations Manager - DPW
19
Assistant Director - DPW Administration and Finance
Chief Assessor
City Engineer
Director of Community Development and Planning
Director of Inspectional Services/Building Commissioner
Director of Strategic Initiatives and Communications
Health Director (Regional)
Library Director
Treasurer/Collector
20
Assistant City Solicitor
21
Chief Information Officer (city and schools) / IT Director
Human Resources and Labor Relations Director
22
No Positions Assigned
23
Chief Financial Officer and City Auditor
City Solicitor - Labor Counsel
Director of Public Works

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MELROSE CONSOLIDATED CNU PROPOSED FY2023 PAY PLAN

Step / Grade	1	2	3	4	5	6	7	8	9	10
8	20.91	21.33	21.76	22.20	22.64	23.09	23.55	24.02	24.50	24.99
9	27.54	28.09	28.65	29.22	29.80	30.40	31.01	31.63	32.26	32.91
10	31.62	32.25	32.90	33.56	34.23	34.91	35.61	36.32	37.05	37.79
11	34.75	35.45	36.16	36.88	37.62	38.37	39.14	39.92	40.72	41.53
12	38.25	39.02	39.80	40.60	41.41	42.24	43.08	43.94	44.82	45.72
13	40.80	41.62	42.45	43.30	44.17	45.05	45.95	46.87	47.81	48.77
14	42.84	43.70	44.57	45.46	46.37	47.30	48.25	49.22	50.20	51.20
15	44.68	45.57	46.48	47.41	48.36	49.33	50.32	51.33	52.36	53.41
16	48.96	49.94	50.94	51.96	53.00	54.06	55.14	56.24	57.36	58.51
17	50.75	51.76	52.80	53.86	54.94	56.04	57.16	58.30	59.47	60.66
18	52.79	53.84	54.92	56.02	57.14	58.28	59.45	60.64	61.85	63.09
19	54.88	55.97	57.09	58.23	59.39	60.58	61.79	63.03	64.29	65.58
20	57.63	58.78	59.96	61.16	62.38	63.63	64.90	66.20	67.52	68.87
21	62.99	64.24	65.52	66.83	68.17	69.53	70.92	72.34	73.79	75.27
22	66.10	67.42	68.77	70.15	71.55	72.98	74.44	75.93	77.45	79.00
23	75.07	76.57	78.10	79.66	81.25	82.88	84.54	86.23	87.95	89.71

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HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
Andover, Massachusetts 01810
www.hrsconsultinginc.com

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CITY OF MELROSE, MASSACHUSETTS

COMPENSATION AND CLASSIFICATION STUDY

Non-Union Positions

FINAL REPORT

April, 2022

HUMAN RESOURCES SERVICES, INC.
Management Consultants to Local Government

Nine Bartlet Street, Suite 186
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April, 2022

Mayor Paul Brodeur
City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

Human Resources Services, Inc. (HRS) is pleased to present this ***Compensation and Classification Study for Non-Union employees*** to the City of Melrose, MA. This report represents the culmination of a detailed position classification and compensation review for all non-union employees engaged in a variety of municipal work activities. This report, along with the Organizational Needs Assessment Report submitted separately provides the City of Melrose with the totality of the analysis as it was conducted for the City. The City had made the decision that the two elements (comp/class and organization review) of the consulting engagement should be developed for better efficiency and implementation.

In particular, we wish to thank the Human Resources and Labor Relations Director, the Chief Financial Officer/Auditor, Mayor's staff, and non-union employees and managers who have contributed significantly to this effort. Employee input through forms and on-site interviews, as well as comments and suggestions received, made a valuable contribution to the study. We greatly appreciate everyone's ability to meet with us and provide information in a timely manner. HRS will remain available

to answer any procedural questions the City may have in the implementation of the study's recommendations. While this is a final report, we will remain available to make any modifications needed to make this a useful tool for the City.

Very truly yours,

Sandy

Aleksandra E. Stapczynski
President

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CONSULTANT TEAM

Aleksandra (Sandy) Stapczynski, Project Manager and Principal Consultant

Reginald (Buzz) Stapczynski, Management Consultant

Barbara Wooten, Management Consultant

Tony Torrisi, Management Consultant

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CITY OF MELROSE, MASSACHUSETTS COMPENSATION AND CLASSIFICATION STUDY FOR NON-UNION

I. Introduction

A. Scope of Services

The City of Melrose, MA retained Human Resources Services, Inc. to conduct a comprehensive compensation and classification study of Non-Union Positions. This study was commissioned to examine the responsibilities, work performed, and market pay rates for each position included in the study. In general, the study involved developing new job descriptions, classifying those positions according to a uniform point analysis standard, surveying the market of comparable municipalities and other organizations as needed to determine representative rates of compensation, and developing and *recommending* a new compensation and classification plan and system for the non-union group of positions.

The objectives of the study were to:

- Develop a job evaluation system that would encompass all non-union positions and ensure that compensation levels were both internally equitable and externally competitive.
- Develop for the City the necessary guidelines for administering compensation on an ongoing basis to ensure that pay levels remain equitable and competitive.

In scope, the study included all non-union positions (approximately 70 in number). Another approximate dozen positions were evaluated for

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compensation only for the organizational review and staffing needs.

HRS' approach to the study was comprehensive. The study began by collecting job content information for those positions to be evaluated. Job content evaluation factors and appropriate factor weightings were prepared and analyzed. The evaluation process involved a comparative approach where each position was compared to all others on each evaluation factor, one factor at a time.

A grade structure was developed by tabulating competitive data for the benchmark positions and studying trends in the market. A tentative pay structure and classification listings were presented to the City for their consideration. Employee listings comparing each individual's salary to the proposed structure and associated implementation costs were prepared for Finance.

This report is prepared for the City to document in detail the procedures for position evaluations and gradings and development of the salary structure. It also sets forth the recommendations for the implementation and ongoing administration of the system.

Through the consultant teams evaluation comparing both market data and job ratings point totals, it was determined the appropriate number of salary levels needed to clearly differentiate varying levels of job value. Twenty-three salary levels emerged as a suitable number for the City to develop a new consolidated non-union compensation and classification plan. Positions were assigned to a salary grade level on both the basis of its total point scores, and the external job market.

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A position compensation and classification plan is an essential component of a total personnel administration program. The perception that the compensation plan is objective and fair in its assignment of pay to individual positions lends credibility to the organization's entire personnel system. This study and its recommended plan is derived from a systematic, formalized and objective method for developing equitable job groupings and compensation levels for all positions covered. An underlying assumption is that all positions and individuals should receive "equal pay for equal work." However, the initial implementations of the recommended plans are not the final steps in achieving job equity. Rather it establishes a uniform point of beginning from which to regularly review and ensure that decisions regarding position requirements and compensation accurately reflect the organization's current service needs and the performance of employees. Each new position established and adjustments to the plan need to be done in a consistent manner to maintain the plan's integrity and relevance.

According to the Massachusetts Employment Pay Act, (MEPA), employees doing equal work should be paid equally. Our methodology and system addresses the major components required of MEPA. For work to be equal or comparable, it must involve substantially similar skill, effort, and responsibility, and be performed under *similar* working conditions, but are not necessarily identical or alike in all respects. The requisite requirements or skill includes an employee's experience, training, education, and ability to perform the jobs. An employee's skill must be measured in terms of the performance requirements of a job, that is why it is important to always ensure that the job descriptions are up to date and accurate so employees know what is expected of them in their jobs. Effort refers to the amount of physical or mental exertion needed to perform a job. Finally, responsibility encompasses the degree of discretion or accountability involved in performing the essential functions of a job.

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For maximum effectiveness, the relationship between consultant and client must be a cooperative effort. While Human Resources Services assumes responsibility for all final recommendations, client input has been actively sought, carefully weighed and incorporated into the report whenever possible and appropriate.

B. Specific Study Process

This project included the following steps:

- *Organizational Meeting* with Mayor, HR Director, and Finance to discuss the goals and objectives of the study; and to orient top executives on the process and methodology that would be used.

- Several *Orientation Meetings* with employees and managers to explain project activities, objectives, methodology. Position Analysis Questionnaires were distributed to employees at these orientation sessions. The meetings also gave everyone an opportunity to meet HRS consultants and to ask questions.

- A thorough *Job Analysis Process* which involved reviewing position duties and responsibilities (essential functions) and requisite requirements of the job, utilizing position analysis questionnaires and on-site interviews with all employees.

- Preparation of updated *Job Descriptions* with review and comment from employees, managers and HR staff. The client had an opportunity to

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thoroughly review the draft job descriptions.

- A thorough *Job Evaluation Process*. Position rating and ranking utilizing HRS' rating manual.

- Development of a *Classification Plan*. Position assignment to grades based on a system of objective evaluation.

- Thorough *Market Analysis* using primarily comparable municipal organizations jointly selected by the City of Melrose and HRS.

- Establishment of *Compensation Schedule* using comparative wage data as a general guide.

- Several *meetings in person and through telephone conference* with the *Chief Financial Officer and Human Resources Director* to discuss pay policies and review draft work products (i.e. job descriptions, classification plan, salary schedule, comparative data, ratings, and other related project documents).

- General guidance on *Implementation*.

- Final *Presentations* to the City and employees shall be given upon request of the City. Based on any additional information received, HRS shall make adjustments as appropriate and amended the Final recommendations.

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- Final preparation of *Report* to the City of Melrose with explanation of recommendations and methodology.

The following documents have been prepared for the City of Melrose:

- Proposed Position Titles
- Proposed Classification Plan
- Proposed Compensation Plan
- Compensation Comparisons Chart
- Market Data Analysis
- Placement and Costing out of Compensation Plan
- Position Analysis Question (PAQ)
- Updated Job Descriptions for each Position
- Evaluation Materials and Documents
- HRS Position Rating Manual

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II. Job Descriptions

A. Preparing the Job Descriptions

One major aspect of this study involved the development of updated job descriptions. Through the job analysis process, HRS discovered that many of the current job descriptions were outdated and there was no consistent format for descriptions. HRS' proposed job descriptions are submitted to the City of Melrose as part of this final report; they are provided in electronic Word format only. They also provide the necessary language to aid in recruiting minority employees, as the City has made diversity and inclusion a major emphasis in all recruitment efforts.

In addition to assisting with the development of job analysis and classifications, good descriptions produce many other important benefits. These job descriptions emphasize the purposes of each position and the types of results which each incumbent is expected to produce. Representative examples of the work performed and minimum qualification requirements are listed. These job descriptions are small but important components of more comprehensive personnel, organizational and administrative systems or plans. They can and should be used not only for recruitment and promotion, but as tools to assist in the administration of the City. They help define initial expectations, provide fundamental building blocks for administering compensation systems, and give additional definition to organizational charts. Because they focus on purposes and results, they can and should be used when developing employee objectives, performance plans and performance appraisals.

The job descriptions presented to the City are up-to-date, clear, and identify the duties of each position, as well as the education, experience, training, knowledge, ability, and skills, and competency levels required.

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B. The Significance of Job Descriptions.

Today, job descriptions have become more important than ever. Although employers are not required by law to have written job descriptions, there are many laws that impact the employer-employee relationship and having job descriptions can help the organization comply with those regulations. There are federal laws such as the Fair Labor Standards Act (FLSA) that impact employees. Other laws, such as federal discrimination statutes, prohibit discrimination against various protected classes. Because job descriptions document the duties and qualifications of a job, they can help support why one applicant was qualified and another was not, why one position pays more than another, or why an employee is terminated for poor performance.

Under the ADA, job descriptions, particularly the lists of duties and responsibilities, take on new significance. The purpose of the ADA is to ensure that individuals *with* disabilities be given the same consideration for employment that individuals *without* disabilities are given. Essential functions are the primary or fundamental job duties intrinsic to a position, that is, the duties that are essential to achieving the objectives of the job. Related to the essential functions or duties are the tools and equipment used to perform the essential job functions, the physical demands of the job duties, and the work environment in which the duties are performed.

The new job descriptions include: (1) prerequisites for each position, including the physical needs, knowledge, ability, and skill, education, training and experience; (2) essential job functions; and (3) work environment. All job descriptions should be reviewed and updated periodically to ensure accuracy. Positions can change for many reasons: (1) an incumbent starts assuming more responsibilities in addition to the duties in the job descriptions, (2) staff changes, (3) changes in procedures and

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processes, (4) new technology, tools, or machines, (5) external regulations or legislation, (6) reorganizations, (7) new supervisor or manager.

In short, the process of developing accurate and uniform job descriptions forces the employer to analyze each position and to identify the position's necessary qualifications (the "requisite skill, experience, education, and other job-related requirements"), as well as to determine the position's "essential functions."

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III. Classifying and Compensating Positions

A. The Classification Plan

It is important to consider the objectives of (1) **Job Analysis** and (2) **Job Evaluation** when reviewing the proposed classification plan. Building the classification plan involved both job analysis and job evaluation.

Of critical importance in the process of reviewing jobs are the inherent job factors and the particular skills or quality of work required of the position. A thorough **Job Analysis** produces, in general, five kinds of basic information to aid in this process:

1. *nature of the work* (e.g., essential functions and purpose/objective of the position)

2. *level of the work* (e.g., degree of complexity and accountability)

3. *job requirements* (e.g., the knowledge, skills, abilities and other special requirements/characteristics needed to perform the job)

4. *job qualifications* (e.g., minimum education, training and experience needed to qualify)

5. *working conditions* (e.g., the psychological, emotional and physical demands placed on employees by the work environment).

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Information about each position studied was obtained through detailed position analysis questionnaires (PAQ) and employee interviews. Employees were asked to describe their positions in detail on the PAQ form. Examples of information requested from the PAQ included: job summary, essential functions, education, training and certifications, knowledge, ability, skill, experience, physical requirements, supervisory responsibilities, and technologies and equipment used. Finally, interviews were conducted to clarify and augment the employees' questionnaire responses.

Job Evaluation is a process that establishes the relative value of jobs within an organization. There may be several reasons for carrying out this process; the main ones are: (1) to establish the correct rank order or groupings of jobs, (2) to establish the relative distance between jobs within the ranking, (3) to provide an objective measurement of job size for comparison with other jobs and enable salary comparisons to be made.

Job evaluation is the process whereby positions are analyzed, measured and compared against a common set of criteria in a systematic and objective manner. Job evaluation does not produce a rate of pay. Rather, it produces a ranking of jobs in terms of "job content" around which a salary structure can be established. Similarly, the evaluation process does not measure an individual's performance. The evaluation looks at the job, not the job holder; it assumes that the job is being performed to a fully acceptable standard and that all the identified requirements of a job are being met.

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Using a point-factor evaluation system, positions were rated by the consultants and then ranked and assigned a grade. Fourteen rating factors were used to rate all of the positions. These factors, detailed in HRS' Municipal Position Classification and Rating Manual, measured the requirements of each position in various areas. The following are a listing of each rating factor. The manual describes each factor in great detail and by degree.

1. Physical Environment
2. Basic Knowledge, Training and Education
3. Problem Solving Skills and Effort
4. Physical Skills and Effort
5. Experience
6. Interactions with Others/Customer Service
7. Confidentiality
8. Occupational Risks
9. Complexity
10. Supervision Received
11. Supervision Given
12. Supervision Scope
13. Judgment and Initiative
14. Accountability

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As mentioned previously, job rating is not synonymous with performance evaluation. The position, not the incumbent, is evaluated, assigned points and a grade derived. One of the best information sources for rating a position is a current and relevant job description and/or a recently completed PAQ which is why these should always be completed early in the process. The process described in HRS' Municipal Position Classification and Rating Manual increases the uniformity and objectivity in the application of judgments about positions and the groupings of positions. This process can be used to update the proposed classification plan, to determine how to place new positions on the plan, and to re-grade a current position with adjusted duties to a different grade. Samples of the *Position Rating Summary Sheet* are included in the Manual along with the *Points Assigned to Factor Degrees*. A custom *Grade Determination Scale* was developed for the City of Melrose.

B. Market Survey and Developing the Compensation Plan

Human Resources Services, Inc. conducted a thorough salary survey and market analysis to determine the market competitiveness for positions included in this study. To measure the pay rates among competitors for these positions, HRS distributed custom survey documents to comparable municipal organizations jointly identified by the City and HRS. For this study, HRS received survey responses from the following Massachusetts municipalities for compensation, benefits and other related information:

1. Arlington
2. Newburyport
3. North Andover
4. Peabody
5. Reading
6. Salem

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7. Saugus
8. Stoneham
9. Wakefield
10. Winchester; and
11. ERI and MMHR Data

The City of Melrose is a well-managed forward-thinking community with a history of a creative and complex organization. The consultant team met with city management/finance and human resources staff to review a draft pay/class plan and to review the market data collected and discuss its meaning. An initial analysis of the market data involved reviewing the average, median, range, 75th percentile and 90th percentile. A comparison was then made to current Melrose salaries for this non-union group of positions.

All of the comparative data is current information and presented on the following pages. Most of the data was collected during the fall of 2021. HRS collected minimum and maximum salary ranges from the comparable organizations. Certain data may have been pro-rated to hourly for comparison purposes only. In each cell, the top number indicates the minimum salary range for each position and the bottom number indicates the maximum salary range for each position. Virtually every organization had some type of a pay/class structure.

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For each position analyzed, data points were collected from the labor market. The data points indicate the amount of salary information for each position surveyed. In some instances: (1) the organization did not have a comparable position; or (2) the consultants determined that the position was not comparable to the position in Melrose. HRS used professional discretionary judgment when comparing positions to the comparable data. If there was less than two data points of salary information for a position, HRS placed more emphasis on the position rating when placing the position on the compensation/classification plan. While this market analysis and information provides the City of Melrose with benchmark salary data to set the parameters for compensation decisions, the client must also consider the "uniqueness" of certain positions in the organization as well as the organization's compensation policies. The compensation and classification plans are attached to this report for your review.

C. Description of Compensation and Classification Plan

Setting the rates of pay for jobs on the position hierarchy results in what is called a "pay structure". When reviewing or developing pay rates, a number of major policy decisions are typically made. For example: How should the City's pay rates compare to the market? How competitive does the City want to be? What type of structure is best for the City; steps, ranges, quartiles, etc. For what does the City want to pay? (i.e. job content, seniority, performance, cost of living, etc.) How does the organization currently pay its employees? The resulting compensation plan must reflect the City's pay policies, the market place, internal job values, and the financial desire of the City to pay at a given level to attract needed talent. It should also ensure internal and external fairness. "Internal" being comparable worth within

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the organization of the classification plan; and "external" being the market to ensure a competitive pay structure.

The proposed compensation and classification plan is presented on the following pages. Pay ranges were set for groups of positions which the consultants determined should be paid equally. There are twenty-three grades for this group and ten steps for each grade. There is 2 percent between each step. The City's current pay structure for the non-union positions includes a variety of pay scales. These were consolidated into one uniform compensation plan, thus making it less complex. This will allow for more equity, especially when hiring new employees. Also the entire pay structure in its entirety has been updated to reflect the market. Comparative data was considered to set the grade parameters, while the classification process controlled the internal assignment of positions to progressive compensation levels. Currently, the City operates within a context of "pay steps" for this group of non-union positions. HRS recommends continuing the policy on pay steps for easier maintenance and consistency of the plan. In general the pay ranges were developed utilizing the salary market data and targeting approximately the 75th of market. It was necessary to target the 75th of market in order to remain competitive as compared to other advanced municipalities in Massachusetts. HRS provided the City with additional benchmark salary data too from its ERI (Economic Research Institute) database of salaries and wages.

The proposed compensation plan is based on current compensation data. This is a base salary plan and does not include compensation for stipends, cost-of-living, benefits, or other compensation. It is up to the City to determine its ability to pay with regards to implementation of this proposed pay plan.

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Those employees falling below the grade range should be brought into the entry level of the grade ranges as soon as possible. The salary schedule should be updated with a cost-of-living for each succeeding fiscal year. The consultants costed the plans in a variety of ways for the finance department, but it is up to the City to determine the policy for implementation. HRS will of course remain available to provide the necessary guidance.

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IV. Implementation and Other Recommendations

The following sections are intended to assist and guide the City of Melrose in implementing the proposed compensation and classification plan for non-union positions. Successful implementation will require a concerted effort by management, employees and city officials.

1. Compensation Structure and Maintenance

   The recommended pay structure contained in this report is designed to provide appropriate compensation through the next three fiscal years. An initial review of the structure would be appropriate by fiscal year 2026, and then subsequent reviews annually. Review of the structures should take into consideration both internal and external conditions.

   The distribution of individual salaries, both by salary level and position within salary level, should be regularly examined to determine whether there is sufficient opportunity for continued salary growth.

   Since organizational arrangements and position duties and responsibilities may change from time to time, it will be necessary periodically to reevaluate existing positions and evaluate new positions.

   It is most important that Melrose regularly audit and review their compensation system to ensure its validity. We believe that Melrose did not do this for some time, and therefore their plans were outdated.

2. Initial Placements for Current Employees

   The placement of two or more positions on a certain grade represents a judgment that those positions should be compensated comparably within the grade range provided. The range is like a scale providing the City with

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the opportunity to make distinctions between employees (not positions) based upon established criteria, applied consistently. These criteria might include job performance, special abilities, experience, longevity, gender-equity, and/or any other factors determined by the City.

For initial placement of incumbents within the plan, the City should assign employees to be placed at the step closest to but just above their current wage/salary in order to not reduce the pay of any current employee. The City should also realize that this minimum approach may not recognize certain distinguishing factors among employees.

3. Salaries Below Pay Range

   If the salary of an employee is below the minimum of the grade range at the time of implementation, every effort should be made to bring it into the range.

4. Salaries Above Pay Range

   To maintain morale and a sense of fairness, HRS recommends the City not reduce the compensation level of any current employee. If an employee's current salary falls above the upper limit of the recommended grade range, then the City should maintain the employee's salary above the maximum for the grade until the employee retires or separates from the City. This is called "red-circling" a position. New employees can be hired at the appropriate lower pay rate. HRS recommends a single administrative policy be adopted and subsequently applied in all cases.

5. Consolidate Classification Plan

   HRS recommends that the City develop one consolidate classification plan as we have proposed in this report for the non-union positions, the multiple

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salary schedules approach based on hire date should be eliminated. One consolidated plan will ensure better internal equity for positions; so the rating point values of grades are the same and consistently applied; and so the pay equity of positions match the requirements of MEPA; and finally the entry pay is similar for those falling on a similar grade. (Currently the City has multiple plans for the non-union.)

6. Vacancies

When a vacancy develops, it is a good time to automatically review the position. This may involve a job analysis and updating the job description and reviewing the market for the particular position. Positions should also be evaluated according to the appropriate rating factors. Point totals should be calculated for each position by adding the point scores from the degree levels achieved under each factor. On the basis of total points, position generally should be assigned to the appropriate salary levels, according to the established salary level point ranges; and also taking into consideration the external market.

7. Salary Plan

HRS has proposed the following:

- Creation of a salary schedule with each grade having a salary range consisting of a minimum and maximum; and series of steps.
- Positioning of the salary structure at the 75th of market.
- Establishment of a competitive salary schedule, particularly for those fields of study that are considered to be in high demand and that may command high salaries in the market (i.e. Finance, Health, Technology, Facilities, etc.).

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8. Update and Maintain the Classification and Compensation Plan

   The human resource department should maintain and update the compensation and classification plan. This would include the following tasks:

   - Conduct regular position reviews to assure positions have current functional job descriptions that are based on job content.
   - Conduct job analysis of new positions to assure these positions are properly assigned to a grade.
   - Review positions to ensure internal equity in relationship to other City of Melrose classifications.
   - Conduct periodic salary surveys to ensure market competitiveness.
   - Review MEPA requirements.

9. FLSA Status

   HRS also determined the FLSA Status (exempt/non-exempt status) of the positions included in the study. HRS recommends that City of Melrose regularly evaluate the FLSA status with its labor counsel, as case law may cause changes. HRS utilizes the ERI Occupational Assessor to determine FLSA status of positions. The results of the FLSA audit information was provided to Human Resources.

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10. Cost-of-Living Increases vs. Step/Range Movement

Here, it is important to distinguish between (1) a cost-of-living increase and (2) a step increase. A cost-of-living increase is intended to recognize and respond to a general rise in the cost of goods and services experienced by the general population. Each year, the City should determine an appropriate cost-of-living adjustment and apply that increase across the entire compensation schedule. A range movement (step increase) addresses the issue of how employees move along the levels within a grade from minimum to maximum, based on performance, longevity, special skill, certification, etc. The compensation plan should consist of two components: (1) the range adjustment factor (RAF); and (2) the movement-increase factor (MIF), which is based on merit step increase. The RAF is the movement of the total salary range, while the MIF is the movement *through* the salary range steps. A salary-range increase consists of the sum of these two components, plus their interaction or compounding result; thus a salary/wage adjustment. It is very important to regularly update the entire compensation structure with a COLA, or it will quickly become outdated, and the City will have difficulty recruiting talent.

11. Performance Appraisal and Merit-Increase.

It was not within the scope of services for HRS to develop a performance appraisal "tool" for the City of Melrose, MA. HRS has a few suggestions, should the town decide to implement a new updated performance system. A *Management by Objectives System* would be an appropriate methodology for employees engaged in high-level managerial, supervisory or professional positions. A *Uniform Performance Criteria System* is the most commonly used methodology and is best suited to positions where employees

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consistently perform the same type of work on a fairly regular basis. This format works well for administrative, clerical, laborers, and other non-exempt positions. The City should consider updating its performance appraisal systems and provided the necessary training for employees, supervisory personnel, and department heads.

12. Determination of Individual Wages/Salaries.

What follows are some general implementation and maintenance guidelines.

a) New Employees

Applicants with qualifying experience are normally hired close to the normal starting rate of the new range. Applicants with outstanding qualifications; education, training and experience may be hired at the wage/salary within the range for the position, but normally no higher than the midpoint of the range. In rare cases, for positions that are very difficult to recruit, it may be necessary to hire beyond the mid-point of the pay range.

b) Transfers

Employees transferred to a position at the same level as their present position will normally receive the same salary paid at the time of the transfer.

c) Transfer to a Lower Salary Grade

Employees transferred by necessity (such as reduction in staff), rather than for inadequate performance, should receive their present salary, although this may exceed the maximum for the lower classification.

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d) Promotional Increases

If employees are promoted on a “trial” or “acting” basis, the promotional increase may be deferred until they have demonstrated their ability to handle the duties of the higher classification.

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In closing, this HRS methodology will be of assistance in furnishing improved tools and guidance to management and human resources. Ensuring that job descriptions, salary and classification plans are regularly reviewed and have valid methodologies will ultimately improve the management of compensation for all positions. The HRS System will provide a framework within which most salary matters can be handled going forward. While both job evaluation and salary surveys attempt to achieve consistency in the pay structure, they use different criteria to evaluate consistency (i.e. internal vs. external comparison). This methodology works at striking a balance between internal and external pay equity.

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ATTACHMENTS

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Administrative Accounting Assistant (Police) - PT	19.51	4	24.49	19.00	25.11	27.66
	21.50	5	31.24	35.44	31.20	35.44
Animal Control Officer - PT	24.47	4	21.68	14.00	21.92	24.43
	26.96	7	30.55	38.84	30.00	35.86
Assistant Auditor	36.95	6	31.90	23.91	31.05	34.82
	47.49	8	41.62	60.91	39.23	45.36
Assistant City Clerk	31.68	7	29.12	17.21	28.46	33.14
	40.71	10	35.88	55.88	34.29	35.33
Assistant City Solicitor	46.21	3	38.89	17.21	45.11	49.73
	59.39	4	51.61	78.53	52.34	72.78
Assistant Director - DPW Administration and Finance	52.02	5	38.72	22.60	42.66	45.10
	66.84	8	51.18	62.32	54.75	56.50
Assistant Director of IT	36.95	2	41.97	38.29	41.97	43.80
	47.49	2	54.80	59.06	54.80	56.93
Assistant Director of Planning and Community Development	31.03	2	43.62	42.66	43.62	44.10
	34.19	4	55.51	58.87	55.03	56.11
Assistant Library Director/Head of Technical Services	36.95	6	33.73	20.34	34.37	40.00
	47.49	7	43.25	60.91	39.93	49.73
Assistant Parks Superintendent	not	2	30.33	27.05	30.33	31.96
(Benchmark)	on plan	2	40.58	45.56	40.58	43.07
Assistant to the Director of Inspectional Services	25.93	4	28.67	19.72	30.54	31.95
	33.32	5	34.27	45.08	36.59	38.60
Assistant Treasurer	36.95	9	30.82	17.21	31.30	32.08
	47.49	10	39.39	55.88	38.35	40.59
Building Systems Supervisor (HVAC Supervisor) - DPW	34.47	5	31.37	25.84	32.67	34.58
	37.98	5	42.65	50.48	43.11	48.23
Cemetery Administrator	31.03	4	29.58	24.75	29.99	33.10
	34.19	5	39.24	48.02	38.05	45.02
Chief Assessor	48.05	7	41.46	27.99	41.67	45.16
	61.74	10	56.78	74.16	52.14	66.12
Chief Financial Officer and City Auditor	68.93	5	50.95	32.37	54.35	55.46
	87.69	8	66.72	78.53	67.03	74.13
Chief of Police	contract	5	61.52	50.53	59.78	68.88
	63.58	8	81.44	94.33	82.82	88.33
City Clerk	39.52	3	39.92	37.28	37.88	41.24
	50.78	8	49.17	66.39	47.65	50.97
City Engineer	45.76	6	43.81	30.31	45.21	48.03
	58.80	9	55.47	68.29	55.00	64.37

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POSITION TITLE	Melrose Current		Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
City Planner	40.21		3	36.17	33.15	34.44	37.68
	44.30		4	49.01	60.91	46.91	52.95
City Solicitor - Labor Counsel	65.03		4	55.14	29.33	57.62	63.84
	82.73		5	71.24	90.19	73.48	86.39
Clerk of Committees	30.80		1	35.64	35.64	35.64	35.64
	39.58		2	47.87	49.80	47.87	48.83
Council on Aging Coordinator	19.51		3	23.90	23.15	24.04	24.28
	21.50		4	25.78	29.94	25.95	28.01
Council on Aging Director	48.05		8	35.88	22.78	34.85	39.85
	61.74		8	45.75	60.91	42.58	53.70
Communication and Community Outreach Coordinator	31.63		3	30.70	21.29	32.93	35.41
	40.71		6	39.77	48.02	41.46	46.14
Deputy City Engineer	39.52		3	42.03	37.26	37.53	44.42
	50.78		4	56.95	69.69	54.11	59.33
Director of Inspectional Services/Building Commissioner	39.52		7	45.12	41.00	44.59	46.08
	50.78		9	56.68	78.53	53.04	65.32
Director of Community Development and Planning	48.05		7	45.75	29.33	47.26	49.15
	61.74		10	58.72	86.39	54.77	64.92
Chief Information Officer (city and schools) / IT Director	57.87		5	48.79	44.59	49.05	49.76
	73.63		8	64.71	85.11	65.15	67.36
Director of Public Works	68.93		7	54.25	30.31	54.58	61.54
	87.69		10	70.60	86.39	72.10	79.20
Director of Strategic Initiatives and Communications (Mayor's Office)	48.05		3	46.34	41.00	45.64	49.00
	61.74		3	64.71	82.03	59.06	70.54
Energy Efficiency Manager	28.47		2	32.10	29.42	32.10	33.44
Benchmark	31.37		3	41.99	45.01	41.71	43.36
Executive Assistant to City Solicitor	28.26		2	31.15	30.14	31.15	31.65
	36.31		2	41.39	41.61	41.39	41.50
Executive Director - Melrose Contributory Retirement	44.40		2	40.71	32.37	40.71	44.88
	48.91		3	57.97	70.88	57.30	64.09
Executive Director Melrose Memorial Hall	33.88		3	32.94	31.31	32.92	33.75
	43.54		3	44.11	50.48	44.27	47.38
Executive Office Manager - Police	26.12		2	30.93	30.48	30.93	31.15
	28.79		8	36.10	41.29	36.76	38.72
Event Operations Assistant - Memorial Hall	19.51		1	20.65	20.65	20.65	20.65
	21.50		1	28.98	28.98	28.98	28.98

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Facilities Manager - City and Schools	45.76	4	51.19	44.59	50.20	55.88
	58.80	7	63.46	86.39	59.92	68.50
Finance Manager (Auditing)	28.26	2	31.08	30.32	31.08	31.46
	36.31	3	40.28	46.51	39.80	43.15
Finance Administrator - Fire Dept./Public Safety	25.67	3	28.31	27.30	28.74	28.81
	32.99	3	36.27	37.93	35.44	36.68
Financial Systems Analyst/Project Manager (Auditor/IT Depts.)	39.52	4	43.88	31.37	46.54	50.58
	50.78	4	57.46	68.47	57.85	62.49
Fire Chief	contract	5	59.39	50.53	59.78	64.96
	66.27	8	73.94	86.39	73.87	77.58
Health Director (Melrose is regional)	61.35	6	36.18	23.91	36.84	39.97
	78.05	7	47.13	59.06	46.16	53.78
Human Resources Assistant	28.47	1	26.44	26.44	26.44	26.44
	31.37	2	35.63	36.27	35.63	35.95
Human Resources Director	48.05	7	41.82	26.71	41.67	46.82
	61.74	10	54.86	70.88	52.30	63.17
Human Resources Benefits Coordinator	36.95	7	29.58	17.21	29.31	32.69
	47.49	10	37.29	50.48	37.16	39.37
Library Director	36.59	7	43.20	25.35	44.59	48.06
	47.02	10	54.50	78.53	51.81	61.83
Local Building Inspector (Certified)	40.21	4	33.38	31.31	33.81	34.15
	44.30	7	40.21	50.48	40.39	42.71
Milano Center Manager (COA)	31.03	1	41.25	41.25	41.25	41.25
	34.19	1	54.84	54.84	54.84	54.84
Operations Manager - DPW	39.52	4	42.75	39.02	43.08	44.09
	50.78	6	51.68	58.09	51.66	56.60
Program Coordinator - MA in MotionZBA Clerk	28.47	1	25.38	25.38	25.38	25.38
	31.37	1	34.09	34.09	34.09	34.09
Planning Coordinator & ZBA Clerk	24.47	3	23.12	18.65	22.25	25.36
	26.96	3	29.85	34.15	30.25	32.20
Plumbing and Gas Inspector	28.47	5	28.83	19.95	28.46	32.93
	31.37	7	37.37	48.02	36.23	43.49
Public Health Specialist	34.47	2	35.90	33.61	35.90	37.05
	37.98	2	47.88	52.27	47.88	50.07
Program Coordinator - Tobacco/Alcohol	26.12	1	34.25	34.25	34.25	34.25
	28.78	1	46.91	46.91	46.91	46.91
Project Engineer	28.26	4	34.67	31.68	35.35	36.27
	36.31	6	43.86	53.61	43.05	46.60
Recreation Coordinator	26.12	7	25.39	17.21	24.52	28.84
	28.78	8	31.81	48.02	28.60	33.94

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
Recreation Director	45.76	7	38.00	26.71	37.77	41.29
	58.80	9	48.96	70.88	44.90	53.07
Sealer of Weights and Measures	31.92	2	31.85	30.77	31.85	32.39
	35.17	3	42.74	48.02	40.39	44.20
Senior Planner	40.21	5	33.29	28.01	34.43	34.78
	44.30	7	43.64	51.27	45.01	50.19
Superintendent of Mount Hood - *Limited Data*						
	45.76	2	34.74	25.66	34.74	39.27
	58.80	2	47.56	60.47	47.56	54.01
Superintendent of Parks	not on plan	4	35.20	26.71	36.21	39.53
	29.12	5	41.90	49.77	39.80	45.02
Sustainability Manager	28.26	2	36.09	34.64	36.09	36.81
	36.31	2	51.34	55.88	51.34	53.61
Systems Analyst IT (city/schools) - networks/databases	30.80	3	40.97	34.43	42.66	44.24
	39.58	5	50.99	55.19	51.27	55.00
Treasurer/Collector	48.05	7	43.83	23.91	45.27	48.84
	61.74	9	58.05	78.53	56.17	66.39
Veteran's Administrative Assistant/PT	19.51	1	31.74	31.74	31.74	31.74
	21.50	2	36.34	42.56	36.34	39.45
Veterans Services Director (Regional Position)	39.81	6	28.35	19.95	28.23	31.23
	43.87	7	37.02	47.14	36.23	42.93
Water-Sewer Administrator (Billing)	30.80	3	24.94	21.29	23.75	26.77
	39.58	5	35.04	40.39	36.59	39.37
Wiring Inspector	31.92	6	30.87	19.95	30.70	34.32
	35.17	8	40.27	48.02	41.93	46.41

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POSITION TITLE	Melrose Current	Comp Data Points	Comp Average	Comp Lo-Hi Range	Comp Median	75th Percent of Market
ADDITIONAL BENCHMARK DATA						
Assistant Health Director		3	32.23	29.58	33.51	33.56
		3	42.27	43.49	42.16	42.82
Director - E-911		1	32.87	32.87	32.87	32.87
		1	45.59	45.59	45.59	45.59
Dispatch Center Manager		4	26.63	22.27	26.72	28.57
		5	33.24	39.85	30.93	34.97
Dispatcher/Communicator		6	22.56	20.55	21.68	22.78
		6	27.80	36.23	26.48	28.00
Diversity, Equity and Inclusion Director/Coordinator		3	42.41	36.00	37.28	45.61
		3	58.97	82.11	48.22	65.17
Emergency Management Director		1	40.13	40.13	40.13	40.13
		1	45.34	45.34	45.34	45.34
Health and Human Services Director		3	51.93	49.62	51.82	53.08
		5	64.00	78.53	65.32	70.92
Help Desk Technician		4	30.23	28.05	29.63	31.51
		5	37.64	45.02	35.82	39.85
Mental Health Clinician		3	25.60	21.46	25.46	27.67
		3	36.04	43.61	32.94	38.27
Parks Grounds Laborer (Pine Banks)		4	20.94	17.46	20.31	23.10
		4	24.80	29.90	23.42	25.39
Park Ranger		1	24.03	24.03	24.03	24.03
		1	29.96	29.96	29.96	29.96
Purchasing Director/Coordinator		5	34.52	23.91	34.58	37.28
		6	44.89	55.19	48.61	50.11
Social Worker		3	30.88	22.73	33.61	34.96
		3	43.37	53.61	43.49	48.55

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SALARY ASSESSOR®
Individual Job Report

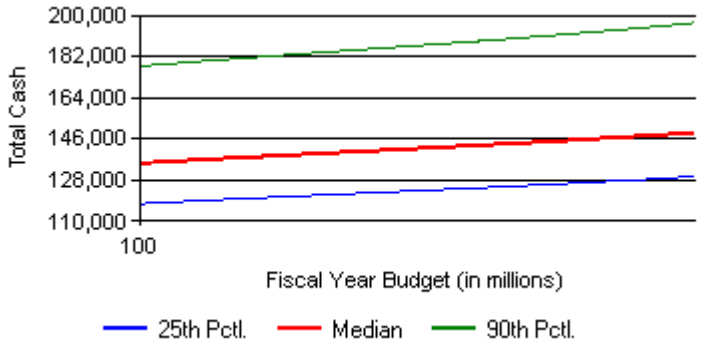
Police Chief

Specifications

Prepared For:	City of Melrose, MA
Area:	Massachusetts - Commonwealth Average
Industry:	Government - City Support Services
Industry Codes:	eSIC: 9104, NAICS: 921100, usSEC: 9721
Organization Size:	400,000,000
Education Adjustment:	
Skill Adjustment:	
Certification Adjustment:	
Annualized Salary Trend:	2.6% (Adjustment: 0.21%)
Planning Date:	2/6/2022
Database as of:	1/1/2022
eDot:	N/A
SOC:	N/A
Printout Date:	2/6/2022

(Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash — All Incumbent Median: $148,695

Fiscal Year Budget	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
400,000,000	129,379	145,333	148,695	173,738	196,680
200,000,000	123,194	138,462	141,757	165,331	186,740
100,000,000	117,513	132,114	135,290	157,868	177,787

The Police Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for police chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what police chiefs are making in 2022. The range is $157,868 to $173,738 at the 75th percentile. The all incumbent average is $148,695. This is hybrid data through ERI.

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SALARY ASSESSOR®
Individual Job Report

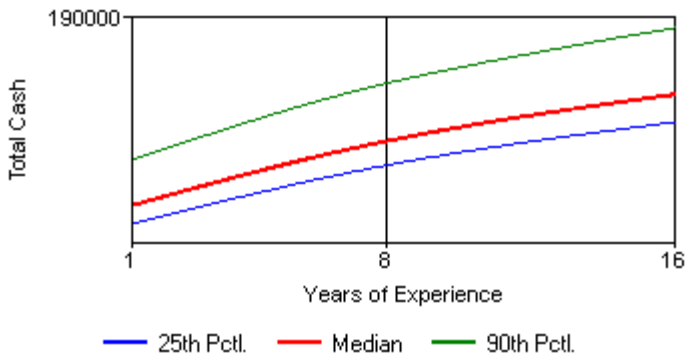
Fire Chief

Specifications

Prepared For:	City of Melrose, MA
Area:	Massachusetts - Commonwealth Average
Industry:	Government - City Support Services
Industry Codes:	eSIC: 0000, NAICS: 000000, usSEC: 0000
Organization Size:	(Data reported by years of experience)
Education Adjustment:	
Skill Adjustment:	
Certification Adjustment:	
Annualized Salary Trend:	2.6% (Adjustment: 0.21%)
Planning Date:	2/6/2022
Database as of:	1/1/2022
eDot:	N/A
SOC:	N/A
Printout Date:	2/6/2022

(Items in bold affect salary estimates)

Annual Total Cash Graph



Estimated Survey Median Annual Total Cash — All Incumbent Median: $129,224

Years of Experience	25th Percentile	45th Percentile	Median	75th Percentile	90th Percentile
15	136,233	147,128	149,591	166,333	181,340
10	123,644	133,661	135,968	151,767	164,981
5	106,310	115,034	117,078	130,950	142,987

The Fire Chief in Melrose is a contract position; therefore HRS has not placed this position on the compensation and classification plan, as the contract would prevail. Instead, HRS has provided pay range data for fire chiefs in the custom market survey. However, we determined it was necessary to look at statewide composite actual rates data from municipal communities in order to discern better what fire chiefs are making in 2022. The range is $130,950 to $166,333 at the 75th percentile. The all incumbent average is $129,224. This hybrid data through ERI.

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Position	Department	Fiscal 2023 Budgeted Base Salary Based on 53 week Payroll budget	Longevity	Potential Maximum SLBB	Stipend 1	Stipend 2	Total Potential Salary inclusive Longevity/SLBB/Stipends	New Salary Based on 53 week Payroll Budget	Estimated Comp Adjustment Base Only	Estimated Percent Adjustment Base only	FY22 Base Hourly MIN	FY22 Base Hourly MAX	New Proposed Grade	Proposed FY23 Hourly MIN	Propo F Ho M
Clerk of Committees	City Council	61,151.00		600.00			61,751.00	64,461.25	3,310.25	5.4%	30.80	39.58	11	34.75	4
							-		-						
Communication and Community Outreach Coordinator	Mayor	65,703.00		650.00			66,353.00	70,953.75	5,250.75	8.0%	34.22	43.97	12	38.25	4
Director of Strategic Initiatives and Communications	Mayor	96,896.00		650.00			97,546.00	101,802.40	4,906.40	5.1%	48.41	53.33	19	54.88	6
Director of Economic Recovery and Business Development	Mayor	92,230.60		650.00			92,880.60	93,343.60	1,113.00	1.2%	48.05	61.74	15	44.68	5
							-		-						
CFO/City Auditor	Auditor	157,172.00	1,175.00	600.00	3,000.00		161,947.00	159,956.65	2,784.65	1.8%	68.93	87.69	23	75.07	8
Assistant City Auditor	Auditor	95,350.00	775.00	600.00			96,725.00	97,925.45	2,575.45	2.7%	36.95	47.49	18	52.79	6
Finance Manager	Auditor	71,481.00	775.00	600.00			72,856.00	72,604.70	1,123.70	1.6%	28.26	36.31	11	34.75	4
							-		-						
Chief Assessor	Assessor	93,204.00	775.00	600.00	4,347.00		98,926.00	101,802.40	8,598.40	9.2%	48.41	53.33	19	54.88	6
							-		-						
Treasurer/Collector	Treasurer	114,308.00		600.00	1,000.00		115,908.00	114,639.00	331.00	0.3%	48.05	61.74	19	54.88	6
Assistant Treasurer	Treasurer	77,590.00		600.00			78,190.00	77,590.00	-	0.0%	36.95	47.49	13	40.80	4
							-		-						
Exec. Assistant to City Solicitor	Legal	68,707.00	975.00	600.00	6,500.00	3,000.00	79,782.00	70,100.45	1,393.45	2.0%	28.26	36.31	10	31.62	3
City Solicitor - Labor Counsel	Legal	134,354.00		600.00			134,954.00	139,254.85	4,900.85	3.6%	65.03	82.73	23	75.07	8
Assistant City Solicitor	Legal	110,158.00	775.00	600.00			111,533.00	111,225.80	1,067.80	1.0%	46.21	59.38	20	57.63	6
							-		-						
Human Resources and Labor Relations Director	HR	107,383.00	975.00	600.00			108,958.00	116,846.45	9,463.45	8.8%	48.05	61.74	21	62.99	7
Human Resources and Benefits Coordinator	HR	74,818.00		600.00			75,418.00	75,684.00	866.00	1.2%	36.95	47.49	13	40.80	4
Human Resources Assistant	HR	54,374.00		600.00			54,974.00	55,265.00	891.00	1.6%	28.47	31.37	9	27.54	3
							-		-						
Director of IT City & Schools	IT	144,943.00	775.00	600.00			146,318.00	144,943.00	-	0.0%	57.87	73.63	21	62.99	7
IT Systems Analyst	IT	74,890.00	775.00	600.00			76,265.00	76,459.00	1,569.00	2.1%	30.80	39.58	13	40.80	4
Assistant IT Director	IT	93,480.00	775.00	600.00			94,855.00	94,493.70	1,013.70	1.1%	36.95	47.49	16	48.96	5
Financial Systems Analyst/Project Manager	IT	84,884.00	620.00	600.00			86,104.00	86,517.20	1,633.20	1.9%	39.52	50.78	17	50.75	6
Project/System Administrator	IT	69,101.00		600.00			69,701.00	81,935.35	12,834.35	18.6%	34.22	43.97	13	40.80	4
							-		-						
City Clerk	City Clerk	90,807.00	775.00	600.00	1,500.00	4,000.00	97,682.00	90,820.80	13.80	0.0%	39.52	50.78	16	48.96	5
Assistant City Clerk	City Clerk	70,158.00		600.00			70,758.00	70,158.00	-	0.0%	31.68	40.71	11	34.75	4
							-		-						
Senior Planner	Planning	78,348.00	775.00	600.00			79,723.00	80,321.50	1,973.50	2.5%	40.21	44.30	13	40.80	4
Director of Community Development and Planning	Planning	131,537.00	1,530.00	600.00			133,667.00	131,537.00	-	0.0%	48.05	61.74	19	54.88	6
Sustainability Manager	Planning	72,911.00	975.00	600.00			74,486.00	75,684.00	2,773.00	3.8%	28.26	36.31	13	40.80	4
							-		-						
Admin. Accounting Assistant	Police	19,561.00					19,561.00	19,949.00	388.00	2.0%	19.51	21.50	8	20.91	2
Executive Office Manager Police	Police	55,541.00	775.00	600.00			56,916.00	64,810.20	9,269.20	16.7%	26.12	28.79	10	31.62	3

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Chief	Police	145,988.00			3,000.00			145,988.00	-	0.0%					
							-		-						
Chief	Fire	142,803.00	2,500.00	600.00			145,903.00	153,888.00	11,085.00	7.8%					
Finance Administrator - Fire Dept	Fire	50,816.00		600.00			51,416.00	57,548.40	6,732.40	13.2%	26.12	28.78	10	31.62	3
Emergency Management Director	Emergency Management	28,620.00					28,620.00	36,490.50	7,870.50	27.5%			12	38.25	4
							-		-						
Assistant to the Director of Inspectional Services	Inspectional Services	61,457.00		600.00			62,057.00	61,457.00	-	0.0%	25.93	33.32	10	31.62	3
Director of Inspectional Services/Building Commissioner	Inspectional Services	105,190.00		600.00			105,790.00	105,190.00	-	0.0%	39.52	50.78	19	54.88	6
Sealer of Weights & Measures/Wire Inspector	Inspectional Services	49,629.00		410.00			50,039.00	56,763.00	7,134.00	14.4%	31.92	35.17	12	38.25	4
Plumbing and Gas Inspector	Inspectional Services	45,058.00		410.00			45,468.00	48,654.00	3,596.00	8.0%	28.47	31.37	12	38.25	4
Local Building Inspector	Inspectional Services	64,452.00		600.00			65,052.00	65,206.96	754.96	1.2%	40.21	44.30	12	38.25	4
							-		-						
Project Engineer	DPW-Admin	65,269.00		600.00			65,869.00	81,090.00	15,821.00	24.2%	28.26	36.31	12	38.25	4
Operations Manager	DPW-Admin	109,201.20	975.00	600.00			110,776.20	111,914.80	2,713.60	2.5%	51.51	66.19	18	52.79	6
City Engineer	DPW-Admin	112,853.00	-	600.00	1,000.00		114,453.00	116,345.60	3,492.60	3.1%	45.76	58.80	19	54.88	6
DPW Director	DPW-Admin	143,014.00	775.00	600.00	1,000.00		145,389.00	142,037.35	(976.65)	-0.7%	68.93	87.69	23	75.07	8
Building Systems Supervisor (HVAC)	DPW-Admin	83,775.00	775.00	600.00			85,150.00	86,496.00	2,721.00	3.2%	34.47	37.98	13	40.80	4
Facilities Manager (City & School)	DPW-Admin	111,794.00		600.00	1,000.00		113,394.00	111,914.80	120.80	0.1%	45.76	58.80	18	52.79	6
Assistant Director DPW Administration and Finance	DPW-Admin	119,936.00		600.00			120,536.00	123,677.60	3,741.60	3.1%	52.02	66.84	19	54.88	6
Deputy City Engineer	DPW-Admin	100,831.00	-	600.00			101,431.00	107,590.00	6,759.00	6.7%	39.52	50.78	17	50.75	6
Cemetery Administrator	DPW-Admin	48,078.00	554.00	429.00			49,061.00	50,681.25	2,603.25	5.4%	31.03	34.19	12	38.25	4
							-		-						
Health Director (regional)*	Health	116,936.00		600.00			117,536.00	150,000.00	33,064.00	28.3%	61.35	78.05	19*	54.88	6
Public Health Specialist	Health	67,615.00		600.00			68,215.00	67,615.00	-	0.0%	34.47	37.98	11	34.75	4
Animal Control Officer	Health	25,686.00		-			25,686.00	25,686.00	-	0.0%	24.47	26.96	9	27.54	3
Program Coordinator - Tobacco/Alcohol	Health	65,538.21	775.00	600.00			66,913.21	65,741.20	202.99	0.3%	26.12	28.78	9	27.54	3
Prevention and Wellness Program Coordinator	Health	56,191.71	666.50	516.00			57,374.21	52,326.90	(3,864.81)	-6.9%	34.47	37.98	9	27.54	3
									-						
Milano Center Manager (COA)	COA	58,287.00		600.00			58,887.00	58,695.00	408.00	0.7%	31.03	34.19	10	31.62	3
Council on Aging Director	COA	90,921.00		600.00			91,521.00	97,925.45	7,004.45	7.7%	48.41	53.33	18	52.79	6
							-		-						
Veterans Service Director (Regional)	Veterans	78,448.00		600.00			79,048.00	79,468.20	1,020.20	1.3%	39.81	43.87	14	42.84	5

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Administrative Assistant PT	Veterans	19,546.00					19,546.00	19,948.00	402.00	2.1%	19.51	21.50	8	20.91	2
							-		-						
Library Director	Library	99,296.00	1,530.00	600.00			101,426.00	108,035.20	8,739.20	8.8%	36.59	47.02	19	54.88	6
Assistant Library Director (Head Technical Services)	Library	84,266.00	2,500.00	600.00			87,366.00	85,237.25	971.25	1.2%	36.95	47.49	13	40.80	4
							-		-						
Recreation Director	Recreation	99,079.00	975.00	600.00			100,654.00	97,944.00	(1,135.00)	-1.1%	45.76	58.80	17	50.75	6
Recreation Coordinator	Recreation	48,454.00		600.00			49,054.00	53,145.75	4,691.75	9.7%	26.12	28.78	9	27.54	3
Executive Director Melrose Memorial Hall	Memorial Hall	87,418.00	975.00	600.00			88,993.00	90,820.80	3,402.80	3.9%	33.88	43.54	16	48.96	5
Events Operation Manager Memorial Hall	Memorial Hall	18,824.00					18,824.00	19,948.14	1,124.14	6.0%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	20,335.00					20,335.00	20,521.90	186.90	0.9%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	18,776.00					18,776.00	19,571.76	795.76	4.2%	19.51	21.50	8	20.91	2
Events Operation Manager Memorial Hall	Memorial Hall	5,255.00					5,255.00	5,541.15	286.15	5.4%	19.51	21.50	8	20.91	2
							-		-						
Water-Sewer Administrator Billing	Sewer	73,422.00	775.00	600.00			74,797.00	75,313.00	1,891.00	2.6%	30.80	39.58	12	38.25	4
									-						
Superintendent of Parks	Mt Hood/Parks	99,080.00	1,175.00	600.00			100,855.00	97,944.00	(1,136.00)	-1.1%	45.76	58.80	17	50.75	6
							-		-						
Executive Director - Melrose Contributory Retirement	Retirement	121,178.14	775.00	600.00			122,553.14	117,031.95	(4,146.19)	-3.4%	44.40	48.91	18	52.79	6
							-								
							Total Adjustment		**217,034.75**						

1. Fiscal 2023 is based on a 53 week Payroll Budget.

2. Please note this chart was prepared to demonstrate total compensation for employees **inclusive of** longevity, potential SLBB and Stipends and to show the proposed monetary change by position.

3.The funding request of $167,309.63 Council Order 2023-29 represents the budgetary impact of these adjustments **and takes into consideration any departmental changes since the budget was approved in June 2022.**

(such changes are due to regionalization pending Council approval, staffing changes, vacancies, temporary out of grade assignments to cover for leaves)

4. The funding order doesn't reflect the total adjustment since certain positions are funded through ARPA, grants, regional budgets and other sources and they has absorbed a portion of the adjustment.

5. The Health Director proposed grade is representative of the proposed salary prior to the regionalization with Stoneham, which is pending approval of Council.

6. 21 of the positions have outgrown the current salary schedule and receive only COLA, without any steps.

7. Few positions have a base salary that is higher than the proposed hourly maximum, their salary will not be reduced, and will only be eligible for COLA going forward.

8. A negative percent adjustment reflects a slower salart progression than the currrent plan.

9. Report produced 11/3/22 by the Auditor and HR depts.

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Questions Received from Councilors regarding Compensation Study and CBA Orders

1. Provide a 10-year history of all approved withdrawals from the contract stabilization account and indication of what was approved (e.g., in X year the council approved Y amount to go toward funding retro raises for Z collective bargaining agreement).
Please see attached Stabilization History.

2. Provide a copy of the compensation study completed by the consultant any related documents-Please see attached Compensation and Classification plan documents.

3. Provide a list of any identified non-union positions that are currently identified for a compensation adjustment under order 2023-29 to maintain compliance with the MA Equal Pay Act.
The Mass Equal Pay Act requires that employees performing equal or comparable work are compensated equally. "Equal work" involves similar skill and responsibilities and is performed in similar working conditions. The methodology HRS used involves the components required by MEPA and by creating one consolidated compensation plan and a classification plan it ensures that the pay equity matches the MEPA requirements. It is hard to isolate which positions require adjustments solely related to MEPA compliance. The Comp and Class study HRS conducted is different from a pay equity study, disparity study or gender analysis, all of which involve a deeper analysis of compliance with the Mass Equal Pay Act. The Comp and Class study focuses on the positions themselves not the employees in the positions, which is what a pay equity study does, as it takes into consideration the individual longevity, personal qualifications, the education/ training and the performance of the individual employees. The Comp and Class study has built the elements of MEPA into its methodology, job analysis, job evaluation, along with external market analysis, which sets the foundation of a system that is externally and internally equitable.

4. List of all positions by job title and department slated to be adjusted under the 2023-29 funding request. For these positions, total current annual compensation, inclusive of stipends, COLAs ,and any other monetary compensation paid out of all City funds (operating and enterprise).
See attached spreadsheet/PDF "CompClassOrderDocument11-3-22".

5. Orders 2023-30 and 2023-31 reference that the funding request is for FY 23 funding for a union contract.

- When was this contract settled?

The MOUs were executed September 23, 2022 (Clerical) and October 4, 2022 (Laborers).

- Are these raises retro to the start of the fiscal year?

The previous contracts expired at the end of FY22. The new contracts are effective with the start of FY23, therefore the budgeted raises are retro to the start of the fiscal year.

- Were any of these raises budgeted for in the current FY 23 budget, or is the totality of the increases being absorbed through the stabilization and retained earnings fund?

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As is the customary budgeted practice, any FY23 step increases were budgeted based on the old contract, which was the known amount when FY23 budget was set. The stabilization fund absorbs only partially increases.

6. What is the stated purpose for the contract stabilization, water retained earnings, and sewer retained earnings funds? Is this stated purpose set by: state statute/charter/city admin/all of the above? The "Contractual Obligations and Salary & Wages Stabilization Fund" was established in 2006 by Council Vote 06-221 and in accordance with MGL Chapter 40, Section 5B. Water Retained Earnings and Sewer retained earnings were established under MGL Chapter 44, Section 53F ½ for Enterprise Funds.

7. What is the City relying on to justify paying non-union comp adjustments from the contract stabilization fund?
The stabilization fund was created for the purposes of contractual obligations as well as salary and wages. The adjustments resulting from the Comp and Class study are one-time non-budgeted salary adjustments, therefore the stabilization fund is used to fund part of these adjustments.

8. Did the classification review the compensation for both full time and part time employees?
Among the positions reviewed we have both full time and part time employees.

9. Can you provide what positions have other compensation and what are the "Other" items?
Under "other compensation" we consider stipends, longevity, sick leave incentives.

Below are the positions receiving a stipend (see list below, amount of stipend and reason for it).

Position	Stipend Position	Stipend Amount
Exec. Legal Assistant	Liquor Commission	$6,500.00
Exec. Legal Assistant	Retirement Board	$3,000.00
CFO/Auditor	Retirement Board	$3,000.00
City Clerk	Clerk/City Council	$4,000.00
City Clerk	Board of Registrars	$1,500.00
Police Chief	Retirement Board	$3,000.00
Assessor	Board of Assessor	$4,347.00
Treasurer	Retirement Board (working with)	$1,000.00
DPW Director	job specific licenses	$1,000.00
Deputy City Engineer	job specific licenses	$1,000.00
City Engineer	job specific licenses	$1,000.00

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Longevity is an annual bonus that benefit eligible non-union employees receive based on continuous years of service with the City, following the schedule below:

Years of Continuous Service	Annual Lump Sum Compensation
5 years, but less than ten 10 years	$ 775.00
10 years, but less than 15 years	$ 975.00
15 years, but less than 20 years	$ 1,175.00
20 years, but less than 25 years	$1,530.00
25 years, but less than 29 years	$1,950.00
29 years or more	$2,500.00

Non-union benefit eligible employees are reimbursed earned unused sick time in accordance with the schedule below. The maximum reimbursement they are eligible for per year is $650.

If employee uses:	Less than 24.9% of available sick days (0 to 2.9 days/0 to 20.9 hours)	Receives $50.00/day for remaining unused days
	between 25% - 49.9% of available sick days (3 to 5.9 days/21 to 41.9 hours)	Receives $40.00/day for remaining unused days
	between 50% -74.9% of available sick days (6 to 8.9 days/42 to 62.9 hours)	Receives $30.00/day for remaining unused days.
	75% or more (9 to 12 days/63 to 84 hours)	Zero reimbursement
In all instances, the applicable percentages shall be rounded down.		

10. Please provide by position side by side the old min and max salary and the new min and max salary.
See attached spreadsheet/PDF “CompClassOrderDocument11-3-22

11. Please provide by position the dollar increase along with the percentage.
See attached spreadsheet/PDF “CompClassOrderDocument11-3-22”

12. You state in your memo that periodically we should do a cost of living increase in the compensation structure. How do you define periodically?
This is a discretionary decision of the Mayor and the CFO. Depending on the economy, employers are advised to apply COLA to their compensation plan to ensure that the pay is still appropriate, competitive with the changing economy and not stagnant. Union employees have COLA applied to the comp plans every year.

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13. If an employee is above the range how will their annually compensation work every year? They will only receive COLA going forward.

14. Are there any collective bargaining units within the City (including those under MPS) that are not eligible to access the contract stabilization fund? If so, why? There are no CBAs that are restricted from using the Contractual Obligations and Salary & Wages Stabilization Fund.

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Ghobrial, Andrew

From: Maryandjoe Pelrine <[redacted]>
Sent: Monday, November 7, 2022 10:20 AM
To: City Council
Subject: Tonights meeting

Good Morning All,
What a beautiful day!
I am not sure if I can attend tonight.
On these orders

2023-29 funding for HRS compensation study. I thought that this study was completed already. Why is a total of $ 7534.00 coming out of W & S retained earnings to pay for this?

2023-30 Funding for the clerical union contractual This time W & S retained earnings is being tapped for $ 8792.00. Why would'nt this line be covered entirely by the contract stabilization account?

2023-31 Funding for the labor's union contract. This time the W & S retained earning is being tapped for $ 18,294.00. Again why is'nt the contract stabilization account covering all of this?

Total $ 34,620.00 is a lot of money.
How did the city come to these percentage totals for each of these items?

It would seem to me that when the budget was approved, each of these line lines were accounted for,and funded, and now more money needs to be allocated?

With all of our water bills through the ceiling, How is that there $34,620.00 in these retained earning accounts? Are we being charged to much for W & S?
What are retained earning accounts?

Thanks for all you do for the City of Melrose.

Joe

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

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Ghobrial, Andrew

From: Alison Sarnoski <[redacted]com>
Sent: Monday, November 7, 2022 6:06 PM
To: City Council; School Committee
Subject: Teacher contract

Good evening elected officials,
I apologize for the lateness of this email. I understand the scope of both of your roles, but as our representatives, I ask that you consider this as both leaders and neighbors. I ask that you figure out a way to settle the MPS teacher and para contract. I understand that we don't know all of the updated MPS FY23 budget projections, but I feel like we can all agree that we will likely have a significant shortfall. We don't have to wait. We will need to be creative and we need to solve the problem now. This district cannot afford a strike. Essential workers in general and educators, specifically, have found their voices. I used to think that you might be able to try to "be creative" and bargain for things that don't cost money, but the reality is, we can't stand to lose anything. Money settles contracts. Settled contracts in our area give an indication that it's going to take a significant investment. Even if it's not "best financial practice," find money to settle this contract so that relationships can be repaired and there can be a partnership to lead this district forward through what is likely going to be a difficult few years.

There is an order before the Council tonight to adjust non-union salaries based on the results of the HR study. While I question the timing of this proposal, I don't disagree with its merit. Melrose should pay its employees at a competitive rate. The request states that, "The pay ranges targeted the 75th percentile of market, which was necessary in order to remain competitive as compared to other municipalities in Massachusetts." This is great. Pay our teachers and paras enough so that we're not in the bottom 10%. It's embarrassing. Also, I would ask that the School Committee and Superintendent rethink its language around the settlement of the contract. The word, "fair," is being used a lot. There really isn't a number that Melrose will get to this year that is "fair." We can do our best. It won't be fair. And words matter.

Council members, please don't sit back and say, "well, no one has asked us." School committee, please don't say "we just don't know how much money we are working with." Choose to work together to solve this problem. We desperately need leadership in this city. Please come up with a plan to articulate what it is that Melrose needs and how we are going to get there, or implore the Mayor to. Hundreds of Melrose residents came together in 2019 to volunteer their time to be a part of a vision for this city. Many are waiting for a clear articulation of what we need and how we will get there. Please tell us.
Sincerely,
Alison Sarnoski



ReplyForw

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Comp and Class Study Results

Funding Request for Non-Union Salary Adjustments

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

HRS Introductions

- **Aleksandra (Sandy) E. Stapczynski-** President HRS Inc; 35+ Years Consulting Experience
- **Buzz Stapczynski** – Served as CEO of large Municipality for many years
- **Tony Torrisi** – 40+ Years in Municipal Finance
- **Barbara Wooten** – Served as Assistant CHRO for the entire Commonwealth

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Why did the City need to do a Comp and Class Study?

- Maintaining and regularly updating a Compensation and Classification Plan is a STANDARD BEST PRACTICE for municipalities
- Study usually done every 3-5 years
- The City of Melrose last did a comprehensive study of our salary plan over 30 years ago
- Our existing salary plan is obsolete and inequitable

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Investing in our classification and compensation infrastructure is investing in the City of Melrose as an employer and investing in our career workforce.

Comp and Class Study Goal

Developing, supporting, and maintaining a **fair and equitable** classification and compensation system, including updated job descriptions, for City of Melrose non-union positions.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Study Timeline

City Council voted to authorize appropriation to hire HRS

HRS reviewed and analyzed all positions

HRS submitted draft Comp and Class Plan

HRS trained Workforce Development Committee to administer plan

Appeals process was completed and plan finalized

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

OUR SYSTEM TODAY	PROPOSED SYSTEM
Static compensation system, not updated regularly.	**Updated compensation plan reflective of marketplace, internal job values and City's desire to attract and retain talent**
2 Tiers; 6 schedules; 100+ grades	**1 salary schedule with 23 grades**
Inconsistent step increases ranging from 1.25% - 3.5%	**2% between steps**
One third of non-union workforce not on a salary schedule, receiving COLA only	**Places workforce on a salary plan, allowing for a meaningful career progression and retention**

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

OUR SYSTEM TODAY	PROPOSED SYSTEM
No established minimum and maximum salary ranges that apply to current job market.	**Provides established minimum and maximum salary ranges.**
No formal job classification plan.	**One classification plan built on tested methodology, provides pay equity and cle hierarchy based on skill and job requirements.**
No system of classifying new positions.	**Offers modern blueprint based on transparent and objective standards when evaluating new positions.**

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

OUR SYSTEM TODAY	PROPOSED SYSTEM
Pay decisions are made in a vacuum.	**Provides fair and equitable approach to pa decisions and reduces subjectivity.**
Non-compliant with MEPA (various tiers based on hire dates, lack of consistency).	**Ensures internal equity and compliance wi MEPA.**
Formal FLSA review has not been conducted to ensure FLSA compliance.	**FLSA status evaluation ensure properly classifying positions as Exempt/ Non-exempt.**

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

OUR SYSTEM TODAY	PROPOSED SYSTEM
Job descriptions have **not** been formally tested for compliance with state and federal laws.	**Thorough analysis of the job description establishes legal compliance with state an federal laws.**
Salary is stated as primary reason for leaving employment with the City.	**Competitive salary schedule based on 75% of market averages to attract and retain talented diverse workforce.**
Doesn't align with the City's goals and values of Diversity, Equity and Inclusion.	**Supports the City's values and efforts towards Diversity, Equity and Inclusion.**

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Risks v. Rewards

There are **RISKS** if the plan is <u>not</u> implemented:

- Current plan is not consistent or fair
- Legal exposure
- Harder to recruit and retain talented employees

There are **REWARDS** if the plan is implemented:

- ✓ Ongoing compliance & strategic compensation planning
- ✓ Would support a hybrid performance-based appraisal system
- ✓ Improves morale ☺

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Objectives Met

Classification and Compensation Plan development and maintenance provides the City with internal and external equity based on these criteria:

- ✓ Knowledge, ability, skills
- ✓ Education, training, and experience required
- ✓ Market data analysis
- ✓ Job duties and responsibilities

HRS provided necessary training to allow the City to maintain the plans going forward.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

HRS Study Outcomes

- Compensation and Classification Study results in adjustments to 58 positions
- Not every adjustment exceeds existing departmental budget
- Some salaries are paid through other sources, including regionalized and grant-funded positions

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Why are We Here Now?

- The study results are complete and ready to implement
- Request for $167,310 from the Contractual Obligations and Salary & Wages Stabilization Fund to fund the study results for current FY
- City Council approved free cash appropriation of $460,000 to fund in part non-union salary adjustments (May 2022)
- CFO and department heads preparing to build the FY24 budget

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Questions?

CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: White Ribbon Day Proclamation
Date: February 14, 2023

I respectfully request the Honorable City Council join me in recognizing Wednesday, March 1, 2023, as White Ribbon Day in Melrose, by issuing the attached "Proclamation of March 1, 2023, as White Ribbon Day".

According to data from a United Nations report, one in three women worldwide experiences physical or sexual violence, and since 2020, all types of violence against women and girls, particularly domestic violence, have intensified.

The City of Melrose is proud to continue to support the Melrose Alliance Against Violence—an organization committed to raising awareness, supporting our survivors, and promoting safety, gender equity, and non-violence in our community—through this proclamation and White Ribbon Day flag-raising event on Wednesday, March 1, 2023, in front of City Hall's Essex Street entrance. I invite you all to join me for this meaningful event.

Given the timeliness of the resolution, I respectfully request the City Council give immediate consideration to this request. Thank you for your consideration and support.

PAUL BRODEUR
Mayor

CITY OF MELROSE
MELROSE CITY HALL
562 Main Street
Melrose, Massachusetts 02176

Telephone: (781) 979-4440
Fax: (781) 662-2182

Proclamation of March 1, 2023 as White Ribbon Day

WHEREAS, Our community, the City of Melrose, is deeply concerned about the public health and public safety issues of violence against women and all gender-based violence, including sexual assault, rape, domestic violence, stalking, and sexual harassment;

WHEREAS, The many cultures represented in our community are all affected, including heterosexual, gay, bisexual, and transgender individuals, communities of color, immigrants, the youth, the aged, the infirmed, and the differently-abled;

WHEREAS, The White Ribbon Day Campaign believes that the majority of men wish to make a positive contribution towards ending this violence and that by reimagining manhood we can break down the rigid gender roles and power dynamics that contribute to and foster gender-based violence;

WHEREAS, The City of Melrose, along with other municipalities across the Commonwealth, is committed to taking tangible steps to raise awareness, support survivors, hold offenders accountable, and promote safety, equity, and non-violence in our community;

WHEREAS, The City of Melrose recognizes the important work of the Men4MAAV Initiative of the Melrose Alliance Against Violence, Melrose Police Department, Melrose Public Schools, and other partnering agencies;

WHEREAS, The City of Melrose recognizes the important work of the Men4MAAV Initiative of the Melrose Alliance Against Violence, Melrose Police Department, Melrose Public Schools, and other partnering agencies;

WHEREAS, The White Ribbon Day Pledge states: “I pledge never to commit, excuse or stay silent about men’s violence against women. From this day forward, I promise to be part of the solution in ending all gender-based violence.”

THEREFORE, *I, Paul Brodeur, Mayor of the City of Melrose, Massachusetts, do hereby declare the first day of March 2023 to be White Ribbon Day in the City of Melrose, and that a brief ceremony and White Ribbon Day Event flag-raising will be held on March 1 at 1 p.m. in front of City Hall.*

Dated this 1st Day of March 2023.

_____ _____

Paul Brodeur *Date*
Mayor

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Jen Grigoraitis *City Council President, Ward 6*	*Date*
Jack Eccles *Councilor-at-Large*	*Date*
Maya Jamaleddine *Councilor-at-Large*	*Date*
Leila B. Migliorelli *Councilor-at-Large*	*Date*
Manjula Karamcheti *Councilor, Ward 1*	*Date*
John Obremski *Councilor, Ward 2*	*Date*
Robb Stewart *Councilor, Ward 3*	*Date*
Mark D. Garipay *Councilor, Ward 4*	*Date*
Shawn MacMaster *Councilor, Ward 5*	*Date*
Christopher Cinella *Councilor-at-Large*	*Date*
Ryan Williams *Councilor, Ward 7*	*Date*

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

DEPARTMENT OF PUBLIC WORKS
Administration & Engineering–Water–Sewer–Facilities
Park & Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

From: Elena Proakis Ellis, P.E., Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant Auditor
Margot Fleishman, Director of Strategic Initiatives
James Troup, Assistant DPW Director – Administration & Finance
Joe Hobbs, Operations Manager
Martha Grover, Sustainability Manager

Date: February 3, 2023

Re: Mass DEP GAP III Grant for Municipal Water and/or Wastewater Facilities

The City of Melrose has applied for and received a GAP Energy Grant from the Massachusetts Department of Environmental Protection. GAP Energy Grants provide opportunities for energy cost savings through energy efficiency upgrades, installation of clean energy, and energy storage systems and have primarily focused on the water/wastewater sector. Our application was to retrofit the pumps at our two largest sewer pump stations (Upham Street and Fellsway) with variable frequency drives (VFDs). Our pump stations are currently equipped with soft start motors which operate only in 'on' or 'off' modes. Thus, when a pump is triggered to turn on, it runs at full capacity. The new VFDs will allow the pumps to operate over a range of flow rates, allowing us to optimize their efficiency. The grant award is $19,833 of a total project cost of $32,850. The DPW proposes to fund the remainder with Sewer Enterprise Funds through our operating budget. The grant will cover the final design and installation of the VFDs.

We formally request acceptance of this grant award of $19,833 from the Mass DEP Clean Energy Results Program for our Water/Wastewater pump stations. Funds will be deposited into the relevant account as directed by the CFO/Auditor's Office. There is no cost or encumbrance required to enter into this agreement and additional project costs have already been identified to be funded from normal Operating Budgets in our Enterprise Accounts.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection
100 Cambridge Street 9th Floor Boston, MA 02114 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
Secretary

Martin Suuberg
Commissioner

January 3, 2023

Dear Martha Grover,

Congratulations! I am pleased to notify you that the Melrose water utility has been awarded a Gap III Grant for Municipal Drinking Water and/or Wastewater Facilities in the amount of $19,833 through MassDEP's Clean Energy Results Program (CERP) with the support of the Department of Energy Resources (DOER). Your grant award may be further adjusted based on the availability of utility incentives. I want to thank you for your commitment to installing energy efficiency and/or renewable energy measures at your facility that will reduce energy use, costs, and emissions of greenhouse gases to the benefit of all our communities and the environment.

The CERP Team will be following up with you on the grant contracting phase. If you have any questions before then, please feel free to contact either Danah Tench (danah.tench@mass.gov or 617-733-3998) or Michael DiBara (michael.dibara@state.ma.us or 508-767-2885). Again, congratulations on your leadership and on making this investment that will help the Commonwealth meet its greenhouse gas emissions reduction goals!

Governor Charles D. Baker



Lt. Governor Karyn E. Polito



Emailed to:
mgrover@cityofmelrose.org

This information is available in alternate format. Please contact Melixza Esenyie at 617-626-1282.
TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

Date: February 13, 2023

To: City of Melrose City Council

From: Elena Proakis Ellis, Director of Public Works

cc: Paul Brodeur, Mayor
Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant City Auditor
Jim Troup, Asst. DPW Director – Admin. & Finance

Subject: Request to Appropriate 2021 Rideshare Funds

Each year, the City of Melrose receives a disbursement from the Department of Public Utilities associated with the services provided by rideshare companies. The payment is based on 10 cents per ride initiated in Melrose. We are hereby requesting an appropriation of funds in the amount of $10,274.50 to be used on projects that address infrastructure impacted by rideshare services. The amount of $10,274.50 represents the municipal portion of 10 cents per ride for 102,745 rides that originated in Melrose in 2021.

These funds are required to be used "to address the impact of transportation network services on municipal roads, bridges or other transportation infrastructure or any other public purpose substantially related to the operation of transportation network services in the city or town…." As in recent years, the 2021 funds are proposed to be used for pedestrian improvements, including accessible curb ramps and associated signage and line painting. The Traffic Commission approves new crosswalks but does not have a funding source for their implementation. The Commission recently approved a request for a crosswalk at Grove Street and Walnut Street. The petitioner noted that there is an MBTA bus stop for the 131 bus in this immediate vicinity, as well as a nearby bus stop for the Charter School where she frequently sees students trying to cross Grove Street. This crosswalk will add to pedestrian safety in this neighborhood.

There is no City match component to this funding source. We would be happy to answer any questions about this requested appropriation of funds.

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Affordable Housing Trust Appointment
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the appointment of Helena Widtfeldt, 44 Briggs Street, to the Melrose Affordable Housing Trust for a one-year term, said term to expire on the last day of January 2024. Ms. Widtfelt's term fills the unexpired term of resigned Affordable Housing Trust member Carolyn Federoff.

For over a decade, Ms. Widtfelt has worked for affordable housing industry organizations such as Quaddel, a national leader in providing program management, consulting, and training solutions to the affordable housing industry. I'm confident that her collected experience, in addition to her knowledge of planning and development via her master's degree in community development and planning, will drive forward the City of Melrose's mission to promote greater diversity and racial equity in the community and for the benefit of low- to moderate-income households in accordance with the provisions of MGL c. 44, § 55C.

Thank you for your consideration.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Contact

www.linkedin.com/in/hwidtfeldt
(LinkedIn)

Top Skills

Program Management
Customer Service
Project Management

Certifications

TaCCs
C3P Tax Credit

Helena Widtfeldt

Senior Manager at Quadel
Greater Boston

Summary

Program experience and expertise in LIHTC, Housing Choice Voucher, Public Housing, RAD, Neighborhood Stabilization, and Capital Fund Recovery. Supports program and compliance management through designing, implementing and managing new workflow processes. Developed Quality Control and Quality Assurance processes including file reviews and training. She has assisted with developing and updating Standard Operating Procedures, Annual Plans, Administrative Plans and ACOPs.

Experience

Quadel
7 years 6 months

Senior Manager
July 2021 - Present (1 year 7 months)

Manager
October 2018 - July 2021 (2 years 10 months)

Senior Associate
August 2015 - October 2018 (3 years 3 months)

Human Services Research Institute
Project Manager
January 2011 - August 2015 (4 years 8 months)

Center for Social Innovation
Project Assistant
October 2009 - December 2010 (1 year 3 months)

Quadel Consulting Corporation
2 years 1 month

Associate
February 2007 - July 2008 (1 year 6 months)

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Program Analyst
July 2006 - February 2007 (8 months)

Education

Clark University

MA, Community Development & Planning · (2008 - 2010)

Providence College

BA, Public & Community Service and Political Science · (2002 - 2006)

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Library Board of Trustees Reappointment
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the reappointment of Cathryn Mercier, 466 Pleasant Street, to the City of Melrose Library Board of Trustees for a three-year term, said term to expire the last day of February 2026.

My recommendation to reappoint Ms. Mercier, a staunch advocate for our public library who has supported the building, its services, and patrons through a pandemic and now a phase of transition and renovation, comes with the support of Melrose Public Library Director Linda Gardener. I look forward to Ms. Mercier's and our other Library Board of Trustees' continued fulfillment of the trustee's mission and their collaborative dedication to the library.

Thank you for your consideration.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Cathryn M. Mercier

466 Pleasant Street
Melrose MA 02176

[redacted]

January 31 2023

Mayor Paul Brodeur
Melrose City Hall
Second Floor
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

I write to express my interest in continuing to serve on the Melrose Public Library Board of Trustees. My current appointment expires on the last day of February 2023.

Not only do I find this work on behalf of the city and its people to be valuable in supporting the library's extensive public services to our community, but also I consider it my duty to support the library as a fundamental place for beginning, enhancing, and continuing the development the engaged citizenry essential to democracy.

I have been honored to serve on the library's last strategic planning efforts and to have been part of the collaborative efforts to bring to our city a new library, a gorgeous building that preserves the historic – as the best of Melrose does – even as it anticipates the future needs of our city.

It been my pleasure to serve Melrose in this way and I would welcome reappointment to this position.

My best,

Cathryn M. Mercier

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Human Rights Commission
Date: February 14, 2023

I respectfully request the Honorable City Council confirm the reappointment of Joseph Phillips, 1 Hillside Ave, to the Melrose Human Rights Commission (HRC) for a three-year term set to expire on the last day of February 2026.

Mr. Phillips has a proven track record of dedicated commitment to the Melrose community, as evident in his passionate participation and service to the HRC and the Diversity, Equity, and Inclusion Advisory Task Force, in addition to community groups. Mr. Phillips, along with my office, co-organized and hosted the City's October 8, 2022, Melrose Dance for Community event, which brought together residents of all ages, abilities, genders, ethnicities, and backgrounds, building a stronger sense of community. I look forward to his continued efforts to ensure the City of Melrose and our community work together to grow into "One community, open to all."

Thank you for your consideration and support for Mr. Phillips' reappointment to the Historical Commission.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

From: Joseph M. Phillips
To: Martin, Lily
Subject: Re: Urgent: Expiring Terms
Date: Wednesday, February 8, 2023 6:42:08 PM

Hello Lily,

Can you please accept this email as a formal request to remain a member of the Melrose Human Rights Commission. It would be my pleasure to continue working on behalf of the community of Melrose.

Thank you,

Best -

JMP

Joseph M. Phillips, MBA

Scopus meus excelsior est
[My goal is ever higher]

Sent from my iPhone

> On Feb 8, 2023, at 5:23 PM, Martin, Lily <lmartin@cityofmelrose.org> wrote:
>
> Good evening, Fatma and Joe,
>
> Following up to see if you can pass along your brief letters of interest so we can reappoint you to the Melrose Human Rights Commission,
>
> Please send along the letters as soon as possible. The next deadline to get appointments down to the City Council is next Tuesday at 11 a.m.
>
> Sincerely,
> Lily
>
> **Lily Martin**
> she/her/hers
> Communications & Community Outreach Coordinator
> Office of Mayor Brodeur
> Melrose City Hall
> 562 Main Street
> Melrose, MA, 02176
> 781-979-4148
> <image001.jpg>

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Joseph M. Phillips

Melrose, MA 02176 - linkedin.com/in/josephmphillips – [redacted]

Financial Planning Advisor

Comprehensive Financial Planning. Consultative Sales Leadership Management. Coaching and Business Development.

CORE COMPETENCIES

- Provide individual holistic financial planning, ESG/SRI strategies, legacy planning, wealth preservation, tax efficiency and asset distribution consistent with client goals and objectives
- New client acquisition, value-based messaging and strategic planning
- Strong client discovery engagement and presentation skills
- Construct intricate investment portfolios, stock selection, and portfolio management based on Analysis and Modern Portfolio Theory
- Conduct ongoing monitoring of implemented plans and constant client reviews
- Relationship Management - Thoughtful team leadership, excellent interpersonal communication skills, and ability to expand existing relationships
- Promote change management practices to corporate and organizational leaders to embrace and facilitate work environmental change
- Provided end to end equity execution management technology solutions to major equity trading desks, emerging and minority broker dealers
- Analyze marketing opportunities, identify target markets, and conduct intelligence gathering on competitors
- Managed all aspects of client relationships with some of the largest pension funds, money managers hedge funds and broker dealers in the country
- Spearheaded the Diversity and Emerging Broker and Asset management initiative program for State pension funds and large asset managers

PROFESSIONAL EXPERIENCE

Vice President, Financial Advisor — 2014-Present
Santander Investment Services – Boston, MA
Securities and Financial Advisory Services offered through Santander Investment Services.

Assistant Vice President, Financial Advisor — 2013-2014
RBS Citizens – Boston, MA
Securities and Financial Advisory Services offered through RBS Citizens

Owner of Phillips Consulting — 2010-2013
Phillips Consulting – Greater Boston, MA
Corporate Business and Individual Planning

Director of Business Development — 2008-2010
Finacorp Securities – Boston, MA
Fixed Income Selling Group and Execution Management Systems

Vice President, Head of Business Development — 2004-2008
Firefly Capital Execution Technology Systems – Boston, MA

Financial Consultant, CGA, GPM — 1998-2002
Smith Barney/Citi Group – Boston, MA

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LICENSES AND CERTIFICATIONS

FINRA Licenses: Series 7, 65, 63
MA Life and Variable Life

EDUCATION

Northeastern University - Boston, MA - BS, Leadership Management – Graduated Summa Cum Laude
Western New England University – Springfield, MA – MBA

Volunteer Experience

Pathways of Lynn – President of the Board of Directors 2017-Present

Adult education, job training and ESOL. Helping adults prepare to be successful in the workplace by integrating basic, technical and work-readiness skill building.

Melrose Alliance Against Violence – Walk Committee Member 2012-2016

Organize annual Vigil and walk to remember victims of domestic violence.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

ELIZABETH A. REIDY

[redacted]

EXPERIENCE

Counsel, Robins Kaplan LLP **May 2021 to the Present**

Represent national and global primary and excess insurers in first-party and third-party liability and property disputes with their insureds and third-party claimants, including in litigation, mediation and appraisal proceedings.

- Obtained dismissals on behalf of first-party property insurers in business interruption matters arising from the COVID-19 pandemic.
- Negotiated a successful resolution on behalf of a Lloyd's Syndicate of a claim arising out of two water losses and addressed novel questions as to the applicability of M.G.L. ch. 175, s. 99 to surplus lines insurers.
- Successfully represented insurer against homeowner's claim for coverage for a fire loss, resulting in favorable resolution after filing a motion to dismiss.
- Obtained successful award for insurer in Massachusetts Reference proceeding arising out of a water loss under a builder's risk policy.

Partner, Nystrom, Beckman & Paris, LLP **September 2012 to April 2021**

Extensive civil litigation experience in a wide range of cases, including insurance coverage, complex contract disputes, fiduciary duty claims and other business torts, financial fraud and employment matters.

- Reviewed, analyzed and advised clients with respect to first- and third-party insurance claims under D&O, E&O, fidelity bond and general liability policies.
- Represented over one hundred dairy farmers in antitrust action alleging violations of the Sherman Act in federal court against national dairy cooperative and marketing agency.
- Obtained favorable result in five-day jury trial in breach of fiduciary duty and breach of contract action on behalf of member of limited liability company.
- Granted summary judgment on behalf of trustee in declaratory judgment action, thereby obtaining insurance coverage for tort committed by trustee acting within the scope of his duties.
- Drafted appellate briefs for the Massachusetts Appeals Court in insurance coverage matter against company's excess insurer after underlying settlement, which concerned a matter of first impression.
- Successfully resolved dispute on behalf of medical device company in professional malpractice action against accounting firm, arising from firm's negligent audits.
- Resolved dispute for company and majority shareholder during mediation in matter alleging breaches of fiduciary duty against both the majority and minority shareholders.
- Obtained savings of approximately $4 million on behalf of property management company in dispute with state housing authority.
- Recovered significant unpaid sales commissions on behalf of sales representative on the eve of trial.

Senior Associate, Reed Smith, LLP, Washington, D.C. **September 2006 to September 2012**

Litigation associate with significant expertise in insurance coverage matters and experience with the retention and management of expert witnesses, the taking and defending of fact and expert depositions, arguing motions and jury instructions, drafting of pre- and post-trial motions, managing all aspects of discovery and client management.

- Represented lenders in coverage disputes with mortgage insurers, arising out of the lenders' alleged fraud, misrepresentation and negligence.

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ELIZABETH A. REIDY
[redacted]

- Lead associate during eight-week jury trial in Florida representing hotel owner against primary insurer arising out of hurricane damage resulting in a $28 million verdict.
- Part of a trial team in six-week bench trial in Louisiana and obtained award supporting a claim adjustment of over $60 million against multiple first-party property insurers.
- Pro Bono Matters
    - Successfully represented individual in a family law matter, from initial case investigation through trial.
    - Successfully represented inmate against prison facility and other defendants.

AWARDS

- Named a "Rising Star" by Massachusetts Super Lawyers in 2015 and 2016.
- Received Wiley E. Branton award from the Washington Lawyers' Committee for Civil Rights and Urban Affairs for pro bono matter.

EDUCATION

American University, Washington College of Law, Washington, D.C., Juris Doctor, May 2006

- *Magna cum laude*, Order of the Coif, Cumulative GPA: 3.72
- *Journal of Gender, Social Policy & the Law*, Publications Editor, 2005-2006
    - *Gonzalez v. United States Air Force: Should Courts Consider Rape to be Incident to Military Service?*, 13 Am. U.J. Gender Soc. Pol'y & L. 635 (2005)

Wake Forest University, Winston-Salem, N.C., Bachelor of Arts in English, Minor in Political Science, May 2003

- Dean's List, Spring 2000-Spring 2003
- Member of *Sigma Tau Delta* (English Honor Society)

BAR ADMISSIONS

- Massachusetts, District of Columbia and Maryland (inactive)
- Federal District Courts for the Districts of Massachusetts, Maryland and District of Columbia

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Application Form

Profile

Elizabeth (First Name) | A (Middle Initial) | Reidy (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | [redacted] (Suite or Apt)

[redacted] (City) | [redacted] (State) | [redacted] (Postal Code)

What district do you live in?

☑ District 3

[redacted] (Primary Phone) | [redacted] (Alternate Phone)

Robins Kaplan LLP (Employer) | Counsel (Job Title)

Which Boards would you like to apply for?

Commission on Women: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I am very interested in joining the Melrose Commission on Women because I believe in: - The importance of advocating for and on behalf of women and girls in the community to obtain equality in all matters, including pay, health care, and education; - The need to ensure women are given the support they need at work and home, after giving birth or adopting (i.e., parental leave, child sick leave, breastfeeding policies); - The mental health crises facing working mothers who are overburdened at work and with primary caregiving responsibilities at home; - The mental health crises facing women postpartum due to the lack of medical care and support from the community; - Teaching young members of the community the importance of the role of women in society and demonstrating that we are equal members who deserve and equal voice; - Educating the community on the difficulties surrounding childcare for working parents and working mothers in particular, particular as we emerge from the Covid 19 pandemic where there are still significant childcare gaps. As an attorney in Boston (and previously Washington DC), in an industry and at companies that are male dominated, I've seen the importance of advocacy and having a voice. I believe that the status quo will not change unless women step up to advocate for themselves. I would love the opportunity to use my training and experience as an attorney to advocate for younger generations in Melrose to help younger women get one step closer to equality in all facets of life.

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Commission on Women
Date: February 14, 2023

I respectfully request the Honorable City Council confirm the appointment of Elizabeth Reidy, 346 West Emerson Street, to the Commission on Women for a three-year term set to expire on the last day of February 2026. Ms. Reidy's appointment replaces that of Emily Minton, whose term will expire on the last day of February 2023, and who is not seeking reappointment.

Ms. Reidy has expressed deep concern and interest in the welfare of women and girls in Melrose. As an attorney with practice advocating for others, she is eager to translate her experience, skills, and passion for equality into tangible efforts to improve the quality of life for women and girls here in Melrose. I believe Ms. Reidy will be an adamant supporter of the Commission on Women's mission to represent the interests of women and girls in the community and promote and facilitate equality in all areas of life and more.

Thank you for your consideration and support for Ms. Reidy's appointment to the Melrose Commission on Women.

CITY OF MELROSE

OFFICE OF THE MAYOR

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Melrose, Massachusetts 02176
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Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Conservation Commission
Date: February 14, 2023

I respectfully request the Honorable City Council confirm the appointment of Sydney Hy, 118 Waverly Avenue, to the Conservation Commission as an associate member for a one-year term set to expire on the last day of February 2024.

Ms. Hy's education and research in public health and environmental justice have provided her with a special interest in conservation, both generally and within our community. I am eager for Ms. Hy, who has been awarded an EPA Watershed Academy Training Certificate, to join the Conservation Commission in support of the City's efforts to protect, promote and enhance the quality of the natural resources within the City, especially wetlands and water resources and more.

Thank you for your consideration and support for Ms. Hy's appointment to the Conservation Commission as an associate member.

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Sydney Hy

118 Waverly Avenue, Melrose, MA • [redacted] • [redacted]

January 20, 2023

Dear Melrose Conservation Commission,

I am writing to express my interest in joining as a member of the commission. I was born and raised in Melrose, and it is with great pride that I seek the opportunity to serve the community through efforts to conserve and protect the local environment.

I recently earned my master's in biology at Umass Lowell, where I spent the last year working on a research project in Kwapich Lab. Throughout my academic career, public health has been a major focus for me in my coursework and experience working in hospitals and ambulances. I have found environmental justice to be an extension of health systems through my combined experience in field work and healthcare. My research focused a rare urban ant species that I found here in Melrose, which highlighted the significance of conservation as I explored the impacts of human activity on biodiversity. This work emphasized the inherent value of nature outside of a human-centered lens and motivated me to become active in environmental justice. I have also had additional volunteer experience with the Melrose Youth Orchestra, Melrose Symphony Orchestra, and other organizations throughout the years, which has instilled community values in me. It would be an honor for me to join the Melrose Conservation Commission to protect natural resources in Melrose.

I have attached along with this letter of interest my resume and EPA Watershed Academy Training Certificate. I can be contacted by the email or phone number listed above to further discuss the position or my qualifications for the role. Thank you for taking the time to review my statement and resume, and I look forward to hearing back.

Sincerely,
Sydney Hy

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Sydney Hy, MSc

[redacted] Melrose, MA

EDUCATION

University of Massachusetts Lowell — **December 2022**
Master of Science, Biology — *Lowell, MA*
- GPA 3.75

University of Massachusetts Lowell — **May 2021**
Bachelor of Science, Biology — *Lowell, MA*
- *Cum Laude*, Dean's List

PROFESSIONAL EXPERIENCE

Master's Project, Kwapich Lab — **May – December 2022**
Research Student — *Lowell, MA*
- Discovered the rare non-native ant parasite *Tetramorium atratulum* in Melrose, MA

University of Massachusetts Lowell — **November 2022**
Senior Seminar Guest speaker — *Lowell, MA*

Animal Behavior Live Annual Online Conference — **November 2022**
Speaker — *Remote*
- Presented a 15-minute scientific talk; *Workerless queens and queenless workers: The behavior of the social parasite Tetramorium atratulum with Tetramorium immigrans in its introduced range*

VOLUNTEER EXPERIENCE

Project Citizenship — **May 2022**
Application Assistance

Red Cross — **2018-2019**
Blood Drive Ambassador

Melrose Symphony Orchestra — **September 2016 – May 2017**
Volunteer Second Violinist, Volunteer Greeter — **2013-2015**

Melrose Youth Orchestra — **2012 - 2017**
Volunteer Mentor

WORK EXPERIENCE

PDF Inc. — **August 2021 – June 2022**
Machine Operator — *Haverhill, MA*
- Operated lathe machines in a CNC machine shop
- Navigated CNC programming and troubleshoot technical issues
- Inspected final products and utilized equipment for quality assurance

Newton Wellesley Hospital — **October 2020 – April 2021**
Nursing Support Associate — *Newton, MA*
- Provided patient care and 1:1 patient safety observation on med-surg, pediatric, orthopedic, and ICU floors
- Monitored up to 10 patients through continuous virtual observation for patient safety
- Aided patients with daily tasks and maintained a clean environment

Cataldo Ambulance Service Inc. — **July – October 2019**
Emergency Medical Technician Basic — *Malden, MA*
- Responded to, assessed, stabilized, and documented medical emergencies
- Maintained basic life support of pediatric, adult, and geriatric patients
- Delivered quality patient care in medical emergencies and interfacility transfers

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The Watershed Academy
Web-Based Training Program

www.epa.gov/watershedacademy

Watershed Academy Training Certificate

is awarded to

Sydney Hy

for successful completion of fifteen Web-based training modules on the fundamentals of watershed management.

Tom Wall

Tom Wall, Director
Watershed Restoration, Assessment & Protection Division

CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Historical Commission
Date: February 7, 2023

I respectfully request the Honorable City Council confirm the reappointment of Joseph Hunt, 132 Mount Vernon Avenue, to the Melrose Historical Commission for a three-year term set to expire on the last day of February 2026.

Thank you for your consideration and support for Mr. Hunt's reappointment to the Historical Commission.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

23 January 2023

Hon. Paul Brodeur
Mayor Melrose
City Hall
562 Main Street Melrose,
MA 02176

Mayor Brodeur:

My name is Joseph Hunt and I have been a member of the Melrose Historical Commission for 10 years. As my present commission is about to expire (February this year), I request that you consider a renewal of my commission for another three years.

As a longtime resident of Melrose (since 1947) I've provided the Commission with a lived and mature perspective of an historic period of Melrose development. I have observed both beneficial historical preservation efforts (e.g., the current Library expansion project) as well as some regrettable ones (e.g., the destruction of the Ensign Thomas Lynde house once at Pine Banks Park). However, these lived experiences coupled with my practical engineering background makes me envision a bright Melrose future. A future enhanced by inclusionary and balanced historical preservation efforts that safeguard what is historically valuable without turning our city into a sterile time capsule.

With my Commission renewed, I'm excited and looking forward to continuing my contributions to this Commission's important work as a valuable advisory resource.

Sincerely,

C. Joseph Hunt

C. Joseph Hunt
132 Mount Vernon Avenue
Melrose, Massachusetts
781 665 6458

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Historical Commission
Date: February 7, 2023

I respectfully request the Honorable City Council confirm the reappointment of George Bibilos, 264 Grove Street, to the Melrose Historical Commission for a three-year term set to expire on the last day of February 2026.

Thank you for your consideration and support for Mr. Bibilos' reappointment to the Historical Commission.

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George J. Bibilos

Experienced and Innovative Human Resources and Government Leader
264 Grove Street, Melrose, MA 02176
Email: [redacted]

Summary:

Over 30 years of government and human resources experience, with the Commonwealth of Massachusetts currently serving as the Human Resources Director for the Division of Capital Asset Management & Maintenance.

A leader in the Grand Lodge of Masons in Massachusetts (est. 30,000 members), having served as Deputy Grand Master in 2011 and served on the Grand Lodge Board of Directors from 2010 to the 2016. Also have chaired and served on numerous Grand Lodge Committees including Membership Development, Education, and Budget.

In addition, a leader in the Greek Orthodox Community at Annunciation in Woburn serving on the Board of Directors (BOD) most recently since 2013. Served as President 2017-18 & 2020-21. Served as Chairperson for the church's 100th Anniversary in 2017.

Experience:

Human Resources Director, Division of Capital Asset Management & Maintenance at Comm. of Massachusetts October 2017-present
Manage a team of seven that handles all human resources matters including, $40 million dollar payroll, labor relations for a workforce that is 95% unionized with multiple unions, recruitment, talent management, leave and benefits and learning and development (including implementing a new LMS system) functions for DCAMM.

Director of Classification & Compensation and Civil Service at Comm. of Massachusetts, Human Resources Division 2010-2017
Manage the Executive Branch of the Commonwealth of Massachusetts classification and compensation plans, oversee Executive Branch hiring policies and procedures, develop and administer public safety civil service exams, the performance recognition program for Executive Branch employees, and the performance management program for managers.

Director of Classification & Compensation, Human Resources Division at Comm. of Massachusetts, 2003-10
Manage the Executive Branch of the Commonwealth of Massachusetts classification and compensation plans, oversee Executive Branch hiring policies and procedures and a number of programs including the statewide performance recognition program.

Deputy Director of the Workforce Management Group at Comm. of Massachusetts, Human Resources Division, 1999-2003
Manage the Executive Branch of the Commonwealth of Massachusetts classification and compensation plans, oversee Executive Branch hiring policies and procedures, as well as administer physical abilities exams for entry level police officers and firefighters.

Director of Human Resources at Comm. of Massachusetts, Executive Office of Public Safety, 1998
Managed all the human resources and payroll transactions for the Executive Office of Public Safety working closely with the Undersecretaries, Chief of Staff and Chief Financial Officer. Additionally, provided oversight for all human resources activities in the public safety agencies.

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Senior Classification & Compensation Analyst, Human Resources Division, 1996-1998

Human Resources Generalist/Recruiter, **Massachusetts Department of Public Works** 1991-1996
(now the Massachusetts Department of Transportation – MassDOT)

Education:

Northeastern University, Bachelor's degree, *cum laude*, Political Science, 1985–1990
Tufts University, Fletcher School of Diplomacy, Strategic Leadership and Transformative Action Program, 2021
Franklin Covey, Leadership for the Public Sector, 2006
Bentley University, Human Resources Certificate Program, 1997
Melrose High School, Diploma, 1982–1985

Honors and Awards:

Comm. of Massachusetts Citation for Outstanding Performance, (multiple years)
Comm. of Massachusetts Manual Carballo Governor's Award for Excellence in Public Service Awarded to the Civil Service Unit Police Exam Rescheduling Team, for rescheduling the police exam for 12,000+ police applicants in two months (and all of the logistics to pull it off) after the Boston Marathon Attacks of April 2013.
Grand Lodge of Masons in Massachusetts, Henry Price Medal for Distinguished Service 2011
Greek Orthodox Metropolis of Boston Ministry Award Recipient, for dedicated service to one's parish, 2021

Volunteering:

Member, Board of Directors, Congregational Retirement Homes
General Secretary (Past President) Annunciation Woburn Greek Orthodox Church Parish Council
Secretary, Golden Rule Lodge of Masons
Member, Friends of the Public Garden
Member, Northeastern University Loyalty Society
Sponsor, Hellenic College
Member, Melrose Historical Commission
Member, Friends of the Melrose Public Library
Member, Massachusetts Facilities Management Association (MAFMA)

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264 GROVE STREET
MELROSE, MA

January 23, 2023

The Honorable Paul Brodeur
Mayor of Melrose
Melrose City Hall – 2nd Floor
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

I am writing to you to let you know that I have enjoyed my brief time on the Melrose Historical Commission. It is a wonderful group of people that I serve with. Preliminary plans are underway to commemorate the 50th anniversary of the Commission later this year.

My term is coming to a close (it was a 1-year remainder to a term) and I would like to be considered for re-appointed for a full term to the Melrose Historical Commission. Having lived in the city over 50 years I find the work we do very interesting.

I hope you look positively upon this request and will forward my name to the City Council for their approval. Thank you for your consideration.

Very truly yours,

George J. Bibilos

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Zoning Board of Appeals
Date: February 7, 2023

I respectfully request the Honorable City Council confirm the reappointment of Benjamin Rosenberg, 76 Ardsmoor Road, as a Full Member of the Zoning Board of Appeals (ZBA) for a five-year term set to expire on the last day of February 2028. Mr. Rosenberg's appointment satisfies the Engineering role on the board.

With nearly 20 years of structural engineering experience, Rosenberg has shown a commitment to being a sensible leader in his field. He has a proven track record of managing teams on large-scale projects for esteemed universities, museums, and other notable structures, all the while cultivating positive relations with both employees and the public — often serving as a mediator during difficult conversations. Since his initial appointment, Mr. Rosenberg's practical leadership and strong qualifications have added immense value to the Melrose ZBA.

Thank you for your consideration and support for Mr. Rosenberg's reappointment to the ZBA.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Benjamin Rosenberg, PE, LEED AP
76 Ardsmoor Road
Melrose, MA 02176
[redacted]

6/27/2022

To Whom It May Concern:

I write to express my interest in serving as a Full Member on the City of Melrose Zoning Board of Appeals. As a licensed and practicing structural engineer, a teacher, and a Melrose resident, I look forward to bringing my professional experience to bear in support of the ZBA's mission. I would also consider the position of Associate Member should the Full Member position be otherwise filled.

During my seventeen years at Silman, I have worked as both the lead technical designer and the project manager on a wide variety of project types and sizes, ranging from single- and multi-family residential to commercial to institutional work. Leading teams of up to six people internally and being the primary coordinator with the architect and broader project teams, I enjoy the creativity and communication necessary throughout the design and construction process. On projects ranging from the ongoing repairs at Harvard Stadium to the MIT Met Warehouse development for the School of Architecture + Planning to commercial fit-outs in Cambridge and Malden, I have supported each stage of the project's structural, architectural, and owner-driven requirements. As a Principal and Sector Manager, I am engaged on aspects of firm-wide management that require the ability to ask critical questions in our initiatives and decision-making process and then to message to a broad swath of employees. This sometimes involves difficult conversations and I have worked hard to cultivate the ability to bridge disparate views in search of resolution. Our firm's founder, Bob Silman, imbued our firm with a deep sense of the importance of serving society through our contributions to the built environment. Serving on the ZBA will allow me to engage with the City of Melrose in support of this mission.

As a lecturer in the Architecture Department at the Rhode Island School of Design (RISD) for the past five semesters, I have been able to engage architecture students in the field of structures by building on my own experience, including through the use of numerous case studies. Developing the curriculum allows me to present structural material as integral to the broader design industry, as indeed structures must be considered with architecture, zoning, code, and other disciplines in order to properly support a project.

My family and I have developed a wonderful sense of belonging since moving to Melrose last July, and I look forward to engaging with the City to deepen our community roots. I am happy to provide additional information as needed.

Sincerely,



Benjamin Rosenberg, PE, LEED AP

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Benjamin Rosenberg, PE, LEED AP

76 Ardsmoor Road, Melrose, MA 02176
[redacted]

Structural engineer with 17 years of experience designing and leading projects of various types and sizes. Experienced in managing staff and clients, business development and marketing, and representing the firm in the industry. Leader in office- and firm-wide staffing, financial, and technical processes. Seeking a position as a Full Member of the Melrose ZBA.

PROFESSIONAL EXPERIENCE

SILMAN **Boston, MA**
Principal and Sector Manager *June 2006–Presen*

- Design and manage new construction and renovation projects, including single- and multi-family residential, higher education, historic preservation, commercial, and government work.
- Coordinate with clients throughout the design and construction process.
- Oversee technical and financial performance of Buildings staff in the Northeast.
- Support Boston office and firm-wide staffing, recruiting, mentoring, and technical development.
- Lead liaison between finance/accounting department and technical engineering staff, responsible for development and implementation of firm-wide financial project management processes.
- **Selected projects: The Restoration of the Robert Gould Shaw and 54th Regiment Memorial, Boston, MA:** Comprehensive restoration and seismic retrofit of existing Memorial. **King Boston Memorial, Boston, MA:** Foundation and landscape structural design. **Granoff Center, Brown University, Providence, RI:** Four-story performing and creative arts building. **National Museum of African American History and Culture, Washington DC:** 665,000 square foot Smithsonian Museum, including structural design and exhibit support. **200 Exchange Street, Malden, MA:** Renovation and tenant fit out of existing four-story office building converting to life science use. **2Life Communities PACE Center, Lynn, MA:** New 150-unit residence and living community for adults 62+. **Various Private Residences, Northeast:** Single-family residences including standalone structures and townhouses, including homes in Boston, Cambridge, Barnstable, Milton, Kennebunk (ME), Amagansett (NY), Water Mill (NY), etc.

RHODE ISLAND SCHOOL OF DESIGN (RISD) **Providence, R**
Lecturer *February 2020–Presen*

- Teach one Structures course per semester in the Architecture Department, including curriculum development: Steel Structures in the fall and Concrete Structures in the spring.
- Work closely with 90-100 students to provide academic support and ensure comprehension of structural material in support of students' pursuit of degrees in architecture.
- Co-lead structural workshops throughout the semester to practice and demonstrate class material in hands-on experiments, including a concrete casting project each spring.

EDUCATION

PRINCETON UNIVERSITY **Princeton, N**
Bachelor of Science in Engineering, Civil and Environmental Engineering, Structures Focus *May 200*

PROFESSIONAL REGISTRATION

- Professional Engineer: MA, RI, NY, RI, WA, NE
- LEED Accredited Professional

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From: Martin, Lily
To: Benjamin Rosenberg
Subject: RE: Reappointment to Zoning Board of Appeals
Date: Monday, February 6, 2023 10:22:00 AM

Good morning, Ben,

Thank you so much for confirming.

Best regards,
Lily

Lily Martin
she/her/hers
Communications & Community Outreach Coordinator
Office of Mayor Brodeur
Melrose City Hall
562 Main Street
Melrose, MA, 02176
781-979-4148

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From: Benjamin Rosenberg <benjaminrosenberg@gmail.com>
Sent: Friday, February 3, 2023 8:56 AM
To: Martin, Lily <lmartin@cityofmelrose.org>
Subject: Re: Reappointment to Zoning Board of Appeals

Hi Lily,

Yes, I would like to be reappointed. Thanks.

--Ben

On Thu, Feb 2, 2023 at 11:15 AM Martin, Lily <lmartin@cityofmelrose.org> wrote:

> Good morning, Ben,
>
> I hope you are doing well! I am reaching out to confirm that you'd like to be reappointed to the Melrose Zoning Board of Appeals, as your term is expiring on

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the last day of February. If so, can you send me a reply stating that you would like to be reappointed, so I can share that with the City Council?

Thank you,
Lily

Lily Martin
she/her/hers
Communications & Community Outreach Coordinator
Office of Mayor Brodeur
Melrose City Hall
562 Main Street
Melrose, MA, 02176
781-979-4148

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CITY OF MELROSE

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

DENISE M. GAFFEY
Director & City Planner

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

MEMORANDUM

TO: Melrose City Council

FROM: Martha Grover, Sustainability Manager

RE: Hoover and Horace Mann Solar PPA/Lease Authorization

DATE: February 13, 2023

Attached for your review are the Solar Power Purchase and Lease agreements with Solect Energy Development to install a 67.3 kW AC and 50 kW AC system on the Hoover and Horace Mann Elementary School roofs respectively. We seek authorization from the City Council for Mayor Brodeur to execute these agreements.

The city has worked with Solect for over a year to develop these projects and take advantage of the new roofs scheduled to be installed this summer, favorable federal tax credits, Block 10 utility SMART incentives, and fantastic solar access at these two schools. Action 28 in the Melrose Net Zero Action seeks to "Maximize the installation of clean energy sources on municipal property" and these projects are in line with and support the city's effort to lead by example.

I look forward to answering your questions at a future meeting but don't hesitate to reach out in advance at mgrover@cityofmelrose.org or 781.979.4195 as well.

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Solect Solar Update
City of Melrose

Hoover Elementary School
&
Horace Mann Elementary School



solectenergy
Power Your Tomorrow

February 1, 2023

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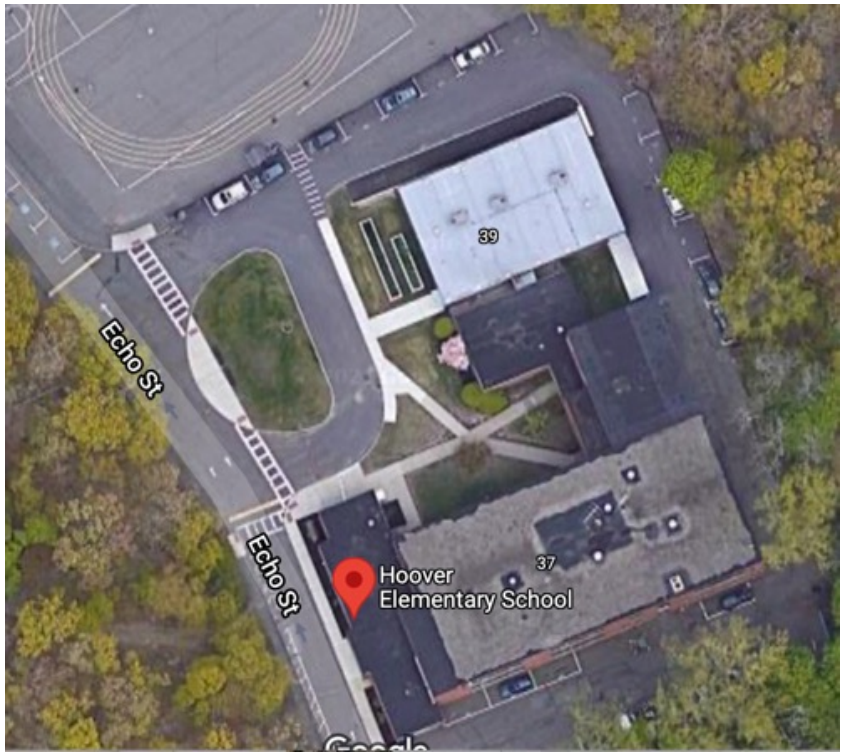
Hoover Elementary School
&
Horace Mann Elementary School

Electricity Analysis and Solar Designs

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Hoover Elementary School

37 Glendower Road, Melrose MA 02176



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Hoover Elementary School

Electricity Analysis

November 2022

National Grid's Nov 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

Total Addressable Electricity Rate

Facility	Hoover Elementary School					
Utility	National Grid					
Address	37 Glendower Rd Melrose MA 02176					
Account Number	39494-58005					
Rate Class	G-1 (B1)					
Meter Number	25198853					
Month	Nov-22					
kWhr	8,480					
Variable Cost ($)	977.77					
Delivery ($/kWh)	$ 0.11530					
Supply ($/kWh)	$ 0.13000					
Avoided Rate	**$ 0.24530**					**0.24530**
TTD Rate	$ 0.11530					
Est. A... mation	2.00%					

Monthly Usage	POI Meter					Total
January	16,560					16,560
February	17,840					17,840
March	16,000					16,000
April	14,400					14,400
May	8,000					8,000
June	8,400					8,400
July	6,240					6,240
August	3,200					3,200
September	12,560					12,560
October	8,800					8,800
November	8,480					8,480
December	13,920					13,920
12 Month Total	**134,400**	-	-	-	-	**134,400**
Average	**11,200**	-	-	-	-	

Annual Electricity Consumption

Total Annual Spend (not including fixed charges) $ 32,969

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Hoover Elementary School

Rooftop Design

System Size 91.2 KW DC / 67.3 KW AC

Estimated Year 1 Production: 105,744.4 kWh



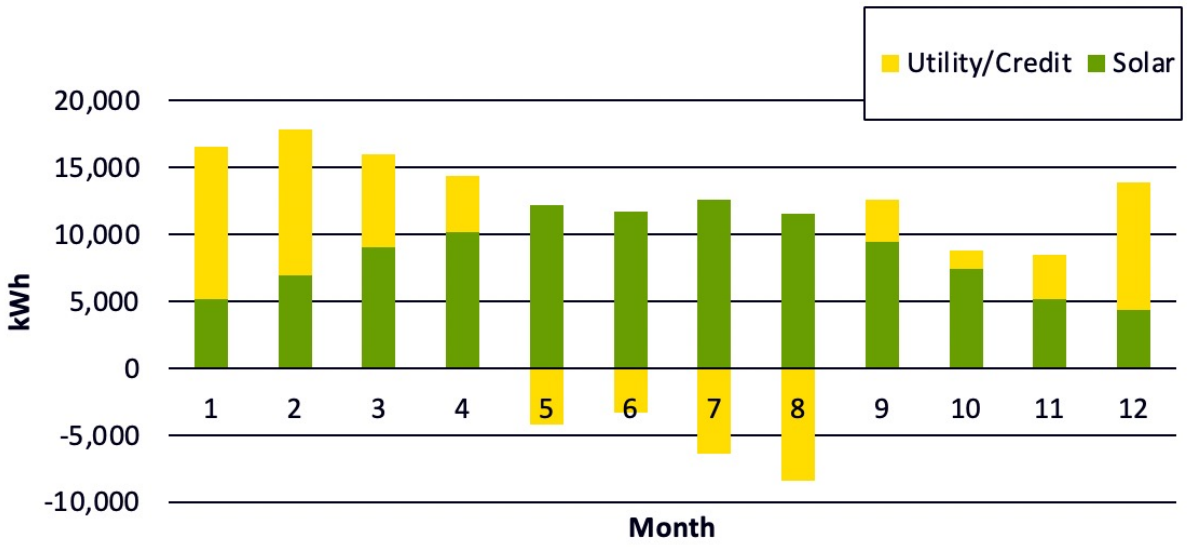
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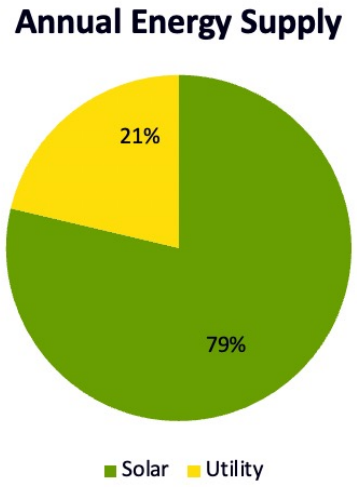
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Hoover Elementary School

Electricity Consumption vs Production

105,744 kWh in Year 1





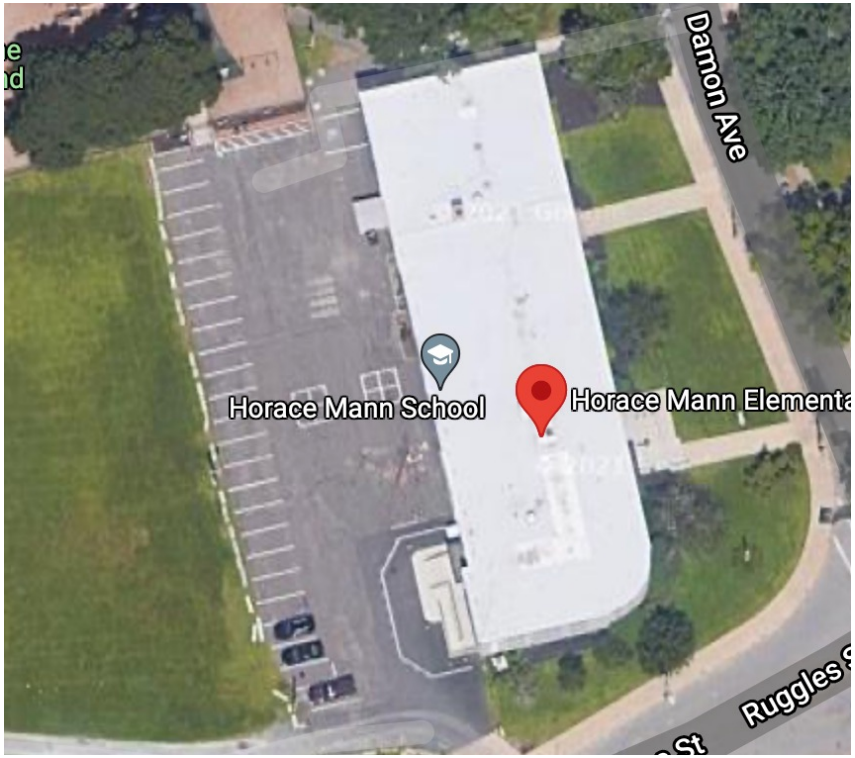
Based on 12 mo. Usage of 134,400 kWh as per utility bills.

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Horace Mann Elementary School

40 Damon Ave, Melrose MA 02176



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Horace Mann Elementary School

Electricity Analysis

3 Year Average (2018 - 2020)

National Grid's Feb 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

Total Addressable Electricity Rate

Facility	Horace Mann Elementary School					
Utility	National Grid					
Address	40 Damon Ave, Melrose MA 02176					
Account Number	64798-33000					
Rate Class	G-1 (B1)					
Meter Number	98742524					
Month	Feb-22					
kWhr	19,120					
Variable Cost ($)	$ 2,159					
Delivery ($/kWh)	$ 0.11293					
Supply ($/kWh)	$ 0.13000					
Avoided Rate	**$ 0.24293**					**0.24293**
TTD Rate	$ 0.11293					
[illegible] Inflation	2.00%					

Monthly Usage	POI Meter					Total
January	10,280					10,280
February	10,600					10,600
March	6,280					6,280
April	9,040					9,040
May	9,320					9,320
June	9,080					9,080
July	2,800					2,800
August	3,320					3,320
September	920					920
October	12,200					12,200
November	5,680					5,680
December	9,400					9,400
12 Month Total	**88,920**	-	-	-	-	**88,920**
Average	**7,410**	-	-	-	-	

Annual Electricity Consumption

Total Annual Spend (not including fixed charges) $ 21,601

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Horace Mann Elementary School

Rooftop Design

System Size 67.68 KW DC / 50 KW AC

Estimated Year 1 Production: 78,450.6 kWh



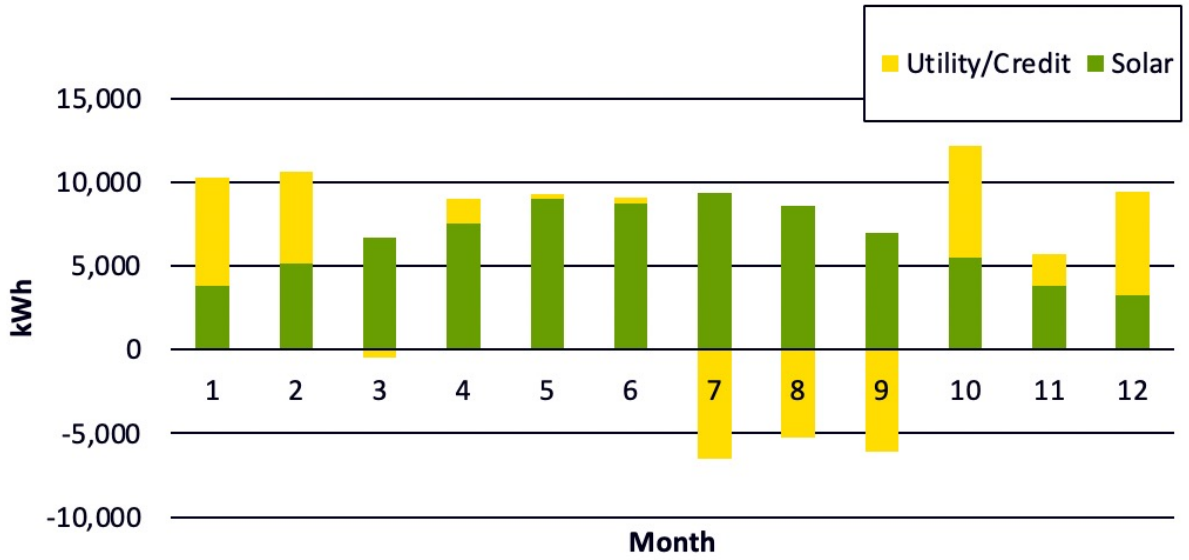
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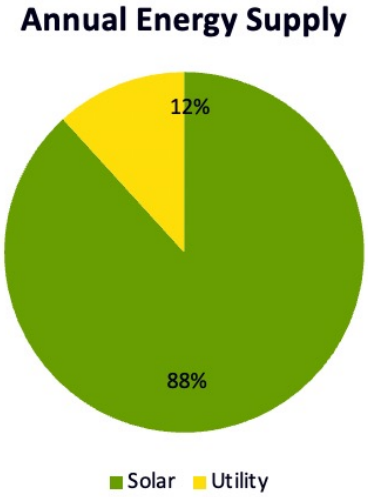
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Horace Mann Elementary School

Electricity Consumption vs Production

78,451 kWh in Year 1





Based on 12 mo. Usage of 88,920 kWh as per utility bills.

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Power Purchase Agreement

Solar Incentives & PPA Rates

Cost Saving for Melrose Public Schools

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Preliminary System Sizes & PPA Rates

Summary Slide

Solar System	System Size (KW DC / KW AC)	System Production Year 1 (kWh)	Avoided Electricity Rate ($/kWh)	MA SMART Block 10 PPA Rate ($/kWh)	MA SMART Block 11 PPA Rate ($/kWh)
Hoover Elementary School Rooftop System	92.1 KW DC / 67.3 KW AC	105,744	$0.24530	$0.159	$0.162
Horace Mann Elementary School Rooftop System	67.68 KW DC / 50 KW AC	78,450	$0.24293	$0.182	$0.186

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Block 10 awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Hoover Elementary School

System Size: 92.1 KW DC / 67.3 KW AC

PPA Summary Slide

HooverElementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate)		
SMART Block Award	10	11
MA Incentive Award	$0.05819	$0.05483
PPA Rate	$0.159 / kWh	$0.162 / kWh
Est. Year 1 Savings	$6,262	$5,945
Est. 20 Year Savings	$211,133	$205,110

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Hoover Elementary School

System Size: 92.1 KW DC / 67.3 KW AC

PPA Block 10 SMART Award Detailed Slide

Year	Solar Production (kWh)	Grid-Delivered Electricity Cost ($/kWh)	Electric Savings	Solar PPA Rate ($/kWh)	PPA Payment	Net Savings
1	105,744	$0.2453	$23,076	$0.1590	$16,813	**$6,262**
2	105,163	$0.2502	$23,408	$0.1590	$16,721	**$6,687**
3	104,584	$0.2552	$23,744	$0.1590	$16,629	**$7,115**
4	104,009	$0.2603	$24,086	$0.1590	$16,537	**$7,549**
5	103,437	$0.2655	$24,433	$0.1590	$16,447	**$7,986**
6	102,868	$0.2708	$24,784	$0.1590	$16,356	**$8,428**
7	102,302	$0.2763	$25,141	$0.1590	$16,266	**$8,875**
8	101,740	$0.2818	$25,503	$0.1590	$16,177	**$9,326**
9	101,180	$0.2874	$25,870	$0.1590	$16,088	**$9,782**
10	100,624	$0.2932	$26,242	$0.1590	$15,999	**$10,243**
11	100,070	$0.2990	$26,620	$0.1590	$15,911	**$10,708**
12	99,520	$0.3050	$27,003	$0.1590	$15,824	**$11,179**
13	98,973	$0.3111	$27,391	$0.1590	$15,737	**$11,655**
14	98,428	$0.3173	$27,785	$0.1590	$15,650	**$12,135**
15	97,887	$0.3237	$28,185	$0.1590	$15,564	**$12,621**
16	97,348	$0.3301	$28,591	$0.1590	$15,478	**$13,112**
17	96,813	$0.3367	$29,002	$0.1590	$15,393	**$13,609**
18	96,281	$0.3435	$29,420	$0.1590	$15,309	**$14,111**
19	95,751	$0.3504	$29,843	$0.1590	$15,224	**$14,618**
20	95,224	$0.3574	$30,272	$0.1590	$15,141	**$15,132**
					Total	**$211,133**

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Horace Mann Elementary School

System Size: 67.68 KW DC / 50 KW AC
PPA Summary Slide

Horace Mann Elementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate)		
SMART Block Award	10	11
MA Incentive Award	$0.05819	$0.05483
PPA Rate	$0.182 / kWh	$0.186 / kWh
Est. Year 1 Savings	$2,465	$2,151
Est. 20 Year Savings	$113,719	$107,760

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Horace Mann Elementary School

System Size: 67.68 KW DC / 50 KW AC

PPA Block 10 SMART Award Detailed Slide

Year	Solar Production (kWh)	Grid-Delivered Electricity Cost ($/kWh)	Electric Savings	Solar PPA Rate ($/kWh)	PPA Payment	Net Savings
1	78,451	$0.2429	$16,743	$0.1820	$14,278	$2,465
2	78,019	$0.2478	$16,984	$0.1820	$14,199	$2,784
3	77,590	$0.2527	$17,228	$0.1820	$14,121	$3,107
4	77,163	$0.2578	$17,476	$0.1820	$14,044	$3,432
5	76,739	$0.2630	$17,728	$0.1820	$13,966	$3,761
6	76,317	$0.2682	$17,983	$0.1820	$13,890	$4,093
7	75,897	$0.2736	$18,241	$0.1820	$13,813	$4,428
8	75,480	$0.2791	$18,504	$0.1820	$13,737	$4,767
9	75,064	$0.2846	$18,770	$0.1820	$13,662	$5,108
10	74,652	$0.2903	$19,040	$0.1820	$13,587	$5,454
11	74,241	$0.2961	$19,314	$0.1820	$13,512	$5,802
12	73,833	$0.3021	$19,592	$0.1820	$13,438	$6,155
13	73,427	$0.3081	$19,874	$0.1820	$13,364	$6,511
14	73,023	$0.3143	$20,160	$0.1820	$13,290	$6,870
15	72,621	$0.3205	$20,450	$0.1820	$13,217	$7,233
16	72,222	$0.3270	$20,745	$0.1820	$13,144	$7,600
17	71,825	$0.3335	$21,043	$0.1820	$13,072	$7,971
18	71,430	$0.3402	$21,346	$0.1820	$13,000	$8,346
19	71,037	$0.3470	$21,653	$0.1820	$12,929	$8,724
20	70,646	$0.3539	$21,965	$0.1820	$12,858	$9,107
					Total	$113,719

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POWER PURCHASE AGREEMENT

For

SED City of Melrose - Hoover Elementary School
37 Glendower Rd
Melrose, MA 02176

Dated as of

_____

between

City of Melrose
562 Main St
Melrose, MA 02176

And

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

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EXHIBITS

EXHIBIT A – ENERGY PURCHASE PRICES

EXHIBIT A-1 – PILOT AMOUNTS

EXHIBIT B – EARLY TERMINATION AMOUNTS

EXHIBIT C – DESCRIPTION OF SITE

EXHIBIT D – DESCRIPTION OF PREMISES

EXHIBIT E – DESCRIPTION OF PROJECT

EXHIBIT F – ESTIMATED ANNUAL PRODUCTION

EXHIBIT G – INSURANCE REQUIREMENTS

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**" or "**PPA**") is entered into as of _____, (the "**Effective Date**"), by and between City of Melrose, a municipality with an address of 562 Main St Melrose, MA 02176 ("**Host**"), and Solect Energy Development LLC, ("**Solect**" or "**Provider**") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated June 30th, 2020, as amended, governing the terms and conditions of Provider's participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the "**Lease**") pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS or as defined in the body of this Agreement.

2. TERM.

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "**Term**" shall mean all of the Initial Period and the Operations Period, unless the

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Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20^{th}) anniversary of the SMART Incentive Payment Effective Date.

(d) Extensions. Provider shall have one option to extend the Operations Period for five (5) years (an "**Extension Term**") upon mutual agreement between Provider and Host. Provider shall delivering a written request to extend to Host at least six months prior to the end of the Operations Period, or Extension Term, as the case may be. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host's payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole and exclusive remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed $15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed one hundred eighty (180) days, unless otherwise mutually agreed by the Parties in writing.

3. ACCESS RIGHTS.

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(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the effective date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;

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(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;

(vi) the Project does not qualify under the Applicable Solar Program;

(vii) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(viii) the Project is not exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) and a Payment In Lieu of Taxes Agreement with the municipality where the Project is located is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host. Upon prior notice to Host, Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the

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Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to,

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keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site. In the event of an emergency or unplanned outage, Provider shall have unimpeded access to the Project, subject to any site-specific security requirements of Host.

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from

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Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment is found to be inaccurate, it shall be corrected and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise

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determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (i) failure, damage or downtime attributable to third parties or Host, (ii) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (iii) a Force Majeure Event, (iv) variability due to weather, (v) acts or omissions of Host of any of its obligations hereunder, (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); or (vi) any reduction in output attributable to interference with solar access of the Project by adjoining landowners; in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production for such period.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the

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applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if transmitted prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal)addressed as follows:

To Host: City of Melrose
562 Main St
Melrose,MA 02176
Attention: Jim Troup
Email: jtroup@cityofmelrose.org

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which

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includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"), however, if system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs, and if the Parties are unable to agree on such adjustments, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or

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Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project and the Environmental Attributes produced or associated with the Project or the energy produced by the Project, and (ii) all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh (7^{th}), tenth (10^{th}), and fifteenth (15^{th}) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price

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which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

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(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project in accordance with Section 9 of the Lease or Easement.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

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(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all reasonable costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder

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notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall provide Provider with any certificates or other documents required or appropriate to evidence Host's exemption from any applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. To the extent Provider pays such amounts, Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. If project will produce not more than 125% of the annual load of the Property Provider will apply to the City of Melrose for exemption of the Project from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45, and will employ commercially reasonable efforts to secure such exemption. If the project will produce more than 125% of the annual load of the Property or if the exemption is not granted, Provider will seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the City of Melrose to establish fixed payments in lieu of personal property tax. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements as set forth in Exhibit A, Provider will prepare and the Parties shall execute an amendment to this Agreement , in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the date the PILOT payments begin.

If Provider is assessed any real property taxes related to the existence of the Project on the Premises or if Provider is unable to obtain exemption of the Project from personal property tax and is not able to enter into a PILOT Agreement with the City of Melrose, then Host acknowledges and agrees that Provider shall have the right once per year to invoice Host for the exact amount of the such property taxes. Such invoice shall include documentation demonstrating the tax liability from the taxing authority for the current tax year and proof of payment from Provider to the taxing authority. Such invoice shall be submitted to the Host separately from any monthly invoice for solar energy generation.

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If Provider seeks to obtain exemption of the Project from personal property tax, and/or seeks to enter into a PILOT Agreement with the City of Melrose, and is ultimately unsuccessful, within thirty (30) days of such determination being made Provider will inform Host of such determination and, (1) if Host or the owner of the Site is a municipality, Host will provide Provider, or (2) if Host or the owner of the Site is not a municipality, Provider will provide Host with a good faith estimate of the annual amount of the expected personal property taxes.

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(d) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self-insurance program and provides required insurance pursuant to such self-insurance program.

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(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the

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requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. If Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 ("MA Public Records Law") the provisions of the MA Public Records Law will govern Host's obligations under Section 14(b) and this Section 14(c), including Provider's right to raise applicability of the exemptions included in the MA Public Records Law. Notwithstanding any term herein to the contrary, the failure to notify the disclosing Party pursuant to this Section 14(c) shall not be deemed an Event of Default.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold harmless Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii)) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent

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caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("**Provider's Indemnified Parties**"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax

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deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider's efforts to procure such information as Provider may reasonably require regarding the condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information

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presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays actually incurred by Provider in order to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to [has a valid and enforceable leasehold interest in] the Premises and to Host's knowledge there are no mortgagees, lienholders or other third party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this

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Agreement will terminate without penalty to either Party. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate without penalty to either Party. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or

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maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

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(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) Business Days after receipt of notice thereof from Provider.

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(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement shall terminate immediately. Alternatively, Provider may elect to sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Lease, Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate the Lease. Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "**Assignment**") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party

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and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

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(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTYING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, Provider's total combined liability to Host under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by Host for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall

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be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

City of Melrose
562 Main St
Melrose, MA 02176
Attention: City Solicitor Shannon Phillips
Email: sphillips@cityofmelrose.org

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.

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(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI)

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maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): _____

Title: _____

Date: _____

City of Melrose

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Melrose_____

Date: _____

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GLOSSARY OF TERMS

"Access Rights" means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

"Applicable Solar Program" means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

"Avoided Energy Price" means the rate, expressed in $/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

"Business Day" means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

"Capacity Value" means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE's Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

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"Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

"Commercial Operation Date" means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

"Construction Start Date" means sixty (60) days after receipt of (i) executed interconnection agreement for the Project and (ii) all permits, which shall be extended day-by-day for Force Majeure Events.

"Delay Liquidated Damages" means the daily payment of (i) $0.250/day/kW, not to exceed $15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

"Dispute" means a controversy or claim arising out of or relating to this Agreement.

"Early Termination Amount" (a) for terminations occurring after the first to occur of transfer of the Project to a Financing Party or the Commercial Operation Date, means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes, provided however, (b) in the event Host becomes liable for payment of the Early Termination Amount prior to the first to occur of the events listed in (a), Host shall instead pay to Provider a termination payment equal to the sum of the following, not to exceed the Early Termination Amount for Year 1 set forth in Exhibit B: (1) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to third parties for permits, interconnection application fees and studies,

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SMART incentives and other Governmental Authority and Utility approvals; and (2) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to subcontractors and suppliers as of the termination date for design, engineering and procurement of equipment and other materials included in the Project, including any battery energy storage system and including the expenses and cancellation charges reasonably incurred and paid by Provider in termination of contracts and purchase orders pertaining to the System and the Installation Work; and (3) charges for Provider's internal engineering manpower and materials reasonably expended developing the Project up to the termination date based on Provider's labor rate sheet attached hereto as Exhibit H, which may be reasonably adjusted for inflation (in writing) on an annual basis, and, in the case of the costs described in sub-clauses (1) and (2) only, plus an amount equal to eighteen percent (18%) of such costs.

"Effective Date" shall have the meaning assigned to such term in the recitals.

"Electric Service Provider" means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"Estimated Annual Production" means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

"Force Majeure Event" means any act or event that prevents the affected Party from performing it obligations in accordance with this Agreement, if such act or event is beyond the

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reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Guaranteed Commercial Operation Date" means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"Host" means the entity identified as Host in the recitals, and all successors and assigns.

"Indemnified Person" means the person who asserts a right to indemnification under Section 15.

"Indemnifying Party" means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

"Initial Period" has the meaning provided in Section 2.

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"Installation Work" means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

"Installer" means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

"Land Registry" means the office where real estate records for the Site are customarily filed.

"Lease" has the meaning provided in the Recitals hereof.

"Lender" means persons providing construction or permanent financing to Provider in connection with installation of the Project.

"Liens" has the meaning provided in Section 8(c).

"Local Electric Utility" means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

"Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Net Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

"Net Metering Credit" shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

"Operations Period" has the meaning provided in Section 2.

"Operations Year" means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

"Party" means either Host or Provider, as the context shall indicate, and "Parties" means both Host and Provider, collectively.

"Point of Delivery" has the meaning set forth in Section 5(a) and Exhibit E.

"Premises" means the portions of the Site described on Exhibit D.

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"Production Excess" has the meaning set forth in Section 7(b)(i).

"Project" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"Project Lessor" means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

"Provider" means Solect Energy Development LLC.

"Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

"SMART Incentive Payment Effective Date" means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

"Site" means the real property described on Exhibit C attached hereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning provided in Section 2 hereof.

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EXHIBIT A

ENERGY PURCHASE PRICES

The PPA $/kWh rates set forth in this Exhibit A are dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

Block 10

SMART Incentive Amount	$0.05819
PPA Rate ($/kWh)	$0.1590

Assumptions around Pricing Elements:

- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and exclude costs (if any) for utility engineering studies or system upgrades.
- PPA Rate assumes Project is exempt from personal property tax.
- Prices shown do not include costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation, or Orders of Conditions, as required by local AHJ (i.e. Planning Board, Conservation Commissions).
- Federal investment tax credit amount will reflect the calendar year in which installation begins.
- Steel pricing for ground mounted or canopy structures. A change in price shall be considered material when the price of the applicable steel product or products changes by 5% percent or more between the Effective Date and the Construction Commencement Date based on the benchmark prices published by CME group U.S. Midwest Hot-Rolled Coil Index (CRU), https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html or such other steel index as is agreed with PowerOptions.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA Rate will be provided to Host no later than 20 days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: $0.180 unless the parties have reached agreement on

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a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host. Upon a termination hereunder, Host shall reimburse Provider for Provider's direct costs incurred in performing under this Agreement between the Effective Date and the date of such termination.

AVOIDED ENERGY PRICE

The following table sets forth the "Avoided Energy Price" for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 2% annual escalation rate.

Guarantee Year	**Avoided Energy Price per kWh**
1	$0.20570
2	$0.20981
3	$0.21401
4	$0.21829
5	$0.22266
6	$0.22711
7	$0.23165
8	$0.23628
9	$0.24101
10	$0.24583
11	$0.25075
12	$0.25576
13	$0.26088
14	$0.26609
15	$0.27142
16	$0.27685
17	$0.28238
18	$0.28803
19	$0.29379
20	$0.29967

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EXHIBIT A-1

PILOT AMOUNTS

For purposes of this PPA, the PILOT Amount assumed for each year of the Term is equal to zero dollars ($0.00).

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EXHIBIT B

Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.

Subject to final PPA Prices in Exhibit A
EARLY TERMINATION AMOUNTS

Year	Early Termination Amount	Early Purchase
1	$328,808	**N/A**
2	$303,048	**N/A**
3	$276,978	**N/A**
4	$267,263	**N/A**
5	$240,520	**N/A**
6	$213,412	**N/A**
7	$185,920	$146,717
8	$174,706	**N/A**
9	$163,064	**N/A**
10	$150,971	$108,133
11	$141,134	**N/A**
12	$133,837	**N/A**
13	$126,295	**N/A**
14	$118,495	**N/A**
15	$110,424	$60,763
16	$100,667	**N/A**
17	$90,525	**N/A**
18	$79,976	**N/A**
19	$69,000	**N/A**
20	$57,571	**N/A**

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EXHIBIT C

DESCRIPTION OF SITE

Property Description: The real property located at 37 GLENDOWER RD, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 6370, Page 98.

Also related to tax taking deed Book 5969 Page 202
Property description deed Book 1859 Page 435



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6370

98

S. Cuthbertson, Assistant Treasurer and duly authorized agent of the Chelsea Savings Bank, the mortgagee named in a certain mortgage given by John A. MacQuarrie to Chelsea Savings Bank dated June 15,1925, and recorded in Middlesex South District Registry of Deeds, Book 4857 Page 200 make on behalf of said bank an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared of foreclosing said mortgage for breach of conditions thereof. Oscar W. Erickson Simon Korelitz THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. January 29, 1940. Then personally appeared the above named Oscar W.Erickson and Simon Korelitz and made oath that the above certificate by them subscribed is true, before me- Sidney M. Kensinger Notary Public My Commission Expires June 7 1946 -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

MASSACHUSETTS HOSPITAL LIFE INSURANCE CO.

DISC. MORT.

No. 7566 KNOW ALL MEN BY THESE PRESENTS, That the Massachusetts Hospital Life Insurance Company, the Mortgagee named in a certain mortgage given by Lawrence G. Tighe, of Cambridge, Massachusetts, dated April 28, 1927, and recorded with Middlesex (So. Dist) Deeds, Lib. 5090 Fol. 498 hereby acknowledges that it has received full payment and satisfaction of the same; and in consideration thereof it hereby fully cancels and DISCHARGES said Mortgage, and releases and quitclaims unto whomsoever may be lawfully entitled thereto the premises thereby conveyed. IN TESTIMONY WHEREOF, the said Massachusetts Hospital Life Insurance Company has caused these presents to be signed by its President, Edward H. Osgood, hereto duly authorized, and its corporate seal to be hereto affixed, this nineteenth day of February A.D. 1940. Massachusetts Hospital Life Insurance Company, by Edward H. Osgood President (Corporate seal) COMMONWEALTH OF MASSACHUSETTS. Suffolk ss. Boston Mass., February 19, 1940.Then personally appeared the above-named Edward H. Osgood President, and acknowledged the foregoing instrument to be the free act and deed of said Massachusetts Hospital Life Insurance Company, before me, Paul T. Litchfield Notary Public My Commission expires April 8, 1943 - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

CITY OF MELROSE

NOTICE DISPOSAL PETN. LD. COURT

COMMONWEALTH OF MASSACHUSETTS LAND COURT

Case No. 11521
(Court seal)

NOTICE OF DISPOSAL IN TAX LIEN CASE.

This is to certify that the petition of City of Melrose vs. John McDonald Est. to foreclose tax lien under certain deed for non-payment of taxes,

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given by the Collector of Taxes for the City of Melrose, in the County of Middlesex, and said Commonwealth, dated September 23, 1935, and duly recorded in Book 5969, Page 202, was filed in this Court on October 19, 1937. Thereafter due proceedings under said petition were instituted according to law, and finally on February 16, 1940, a decree forever foreclosing and barring all rights of redemption under said deed was entered, and this notice of final disposition of said petition is directed to be recorded in the Registry of Deeds for the South District of Middlesex County, pursuant to Section 74 of Chapter 60 of the General Laws. By the Court, Attest: Charles A. Southworth Recorder. Dated:- February 16,1940.

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

Union Federal Savings and Loan Association of Boston holder of a mortgage from Orlyn O. McLeish and Phyllis E. McLeish to Union Federal Savings and Loan Association of Boston dated December 28, 1936 recorded with Middlesex South District Registry of Deeds Book 6088, Page 427 acknowledges satisfaction of the same IN WITNESS WHEREOF the said Union Federal Savings and Loan Association of Boston, has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Rebecca Stutman its Asst. Treasurer this 20th day of February A.D. 1940. Union Federal Savings and Loan Association of Boston by Rebecca Stutman (Rebecca Stutman) Assistant Treasurer. (Corporate seal) Countersigned George G. Phair (George G. Phair) President. THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. February 20, 1940. Then personally appeared the above named Rebecca Stutman and acknowledged the foregoing instrument to be the free act and deed of Union Federal Savings and Loan Association of Boston. before me, VanCourtlandt Lawrence Notary Public My commission expires, 19, -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

UNION FEDERAL SAVS. AND LOAN ASSN. OF BOSTON

DISC. MORT.

Release Febuary 23-1940 The Holland Furnace Co, in considera-tion of payment in full for the personal property described in Notice of Conditional Sales of Personal Property for Alfred H. Counsellor, 15 Silver St Malden-Mass, Recorded in Middelsex, Deeds, book #5306-page 384- hereby relese all rights under same Holland Furnace Co. 190 Ferry St., Malden Mass. Tel. Mal. 1151 G. L. Smith Branch Manager. - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

HOLLAND FURNACE CO.

REL. UNDER NOTICE OF CONDL. SALE OF PERS. PROP.

DISCHARGE. KNOW ALL MEN BY THESE PRESENTS, That the West New-

WEST NEWTON SAVS. BANK

DISC. MORT.

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See Book 6193 Page 510

See Book 6202 Page 543

charges then due was made by me on the said Lawrence J. Lloyd on the ninegth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S.Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 241-38 Lawrence J. Lloyd About 7262 square feet of land, lot 34, on Grove Street and bounded: North by Grove Street, East by land now or formerly of Davis heirs, West by Gumner Avenue, South by land of owners unknown. Tax.....$16.80

The said Lawrence J. Lloyd is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S. Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

McDONALD'S EST.

to

CITY OF MELROSE

TAX TAKING

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon John McDonald Est., as owner or occupant of the land hereinafter described, was duly committed to me as collector of taxes for said city of Melrose; and whereas, the said taxes, with apportioned and unapportioned betterment assessments and special assessments, with interest thereon, constituting a lien on said land which had been added thereto, amounting

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to eighteen dollars and sixty cents, have not been paid; and whereas, a demand for the payment of said taxes and interest, if any, and necessary intervening charges then due was made by me on the said John McDonald Est. on the tenth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S. Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 257-11 John McDonald Est. About 10 acres of land on Swains Pond Avenue being the same premises described in a deed from Sargeant to McDonald dated July 11, 1888 and recorded with Middlesex County Registry of Deeds, Book 1859, Page 435. -

Tax	$33.60
Credit	15.00
Amt. due	$18.60

The said John McDonald Est. is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S.Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

See Book 6159 Page 429

" " 6370 " 98

NOURSE'S EST.

to

CITY OF MELROSE

TAX TAKING

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon Merrill W. Nourse Est., as owner or occupant of the land hereinafter de-

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the above named Abram E Brown and acknowledged the foregoing instrument to be his free act and deed before me Charles A. Corey, Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas H Stevens Regr

435
1859

Sargeant to McDonald W.

Know all Men by these Presents— That I Sarah W. Sargeant of Cambridge in the County of Middlesex and Commonwealth of Massachusetts unmarried in consideration of four hundred dollars paid by John McDonald of Cambridgeport in said County of Middlesex the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said John Mc Donald a certain lot of land situated in the south easterly part of Melrose in said County of Middlesex and westerly from Swains Pond Avenue bounded and described as shown on a plan of land owned by the heirs of Samuel S. Sargeant dated December 1844 John Sargeant surveyor as follows, viz: Beginning at the northeast corner of the lot thence running South 50 East by land formerly of Capt. George Winelow thirty eight and 9/10 rods thence running South 87° west by land formerly of David Faulkner and the heirs of Nathan Nichols forty five and 1/10 rods thence north by land formerly of John Pratt forty one and 4/10 rods thence east by land formerly of John Boynde forty two rods containing according to said plan ten and three fourths acres and thirty two poles with all the rights and privileges belonging thereto. Subject to any right of way over said lot if any there be. For my title see wills of my father Samuel S. Sargeant who died in 1840 of my sister Esther Carter Sargeant who died July 13. 1857 and of my sister Nancy Sargeant who died April 6. 1863 all probated in Mid. Co. my sister Abigail Richardson Sargent died Feb. 6. 1857 and my mother Esther Sargeant died May 10. 1864 there was no administration of the estates of the last two named. Also see deed from my sister Mary S. Sargent to me recorded with Mid. So Dist Deeds Book 1641 page 458. I being the grantee therein though the initial letter of my middle name is recorded as "T" Thomas Sargeant. Nehemiah Oakes Sargeant and Elizabeth Sprague mentioned in my father's will were his children by his first wife Also see other deeds to me. To Have and To Hold the granted premises with all the privi

Sd Premises are the same conveyed to me by Deed of Mary S. Sargeant dated Dec 1. 1857 recorded with Mid. So Dist Deeds Book 1641 page 458.

38.2 RODS
45.1 RODS
41.6 Rods
42 Rods
.10 AC

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legee and appurtenances thereto belonging to the said John Mc Donald and his heirs and assigns to their own use and behoof forever. And I hereby for myself and my heirs executors and administrators covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises that they are free from all incumbrances except my right of way as aforesaid that I have good right to sell and convey the same as aforesaid and that I will and my heirs executors and administrators shall Warrant and Defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In Witness Whereof I the said Sarah W. Sargeant hereunto set my hand and seal this eleventh day of July in the year one thousand eight hundred and eighty eight. Sarah Watt Sargeant (seal). Signed sealed and delivered in presence of Henry H. Kinsley. Commonwealth of Massachusetts. Middlesex ss. Cambridge July 11. 1888. Then personally appeared the above named Sarah W. Sargeant and acknowledged the foregoing instrument to be her free act and deed before me. Henry H. Kinsley. Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Attest: Chas B. Stevens Reg

Morrill to Cole Discharge

Know all Men by these Presents

That I. Luther W. Morrill the mortgagee named in a certain mortgage given by Barna L Cole to me the said Morrill dated November 16. A.D. 1888 and recorded in Middlesex So Dist Registry of Deeds. libro 1826 folio 342 do hereby acknowledge that I have received from Barna L Cole the mortgagor named in said mortgage full payment and satisfaction of the same and in consideration thereof I do hereby cancel and discharge said mortgage. and release and quitclaim unto the said Barna L Cole and his heirs and assigns forever the premises thereby conveyed. In Witness Whereof I hereunto set my hand and seal this tenth day of July A.D 1888. Luther W. Morrill (seal). Signed and sealed in the presence of } Commonwealth of Massachusetts. Suffolk ss. July 10. 1888. Then personally appeared the above named Luther W. Morrill and acknowledged the foregoing instrument to be his free act and deed before me Henry W. Bragg Justice of the Peace. Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B Stevens Reg

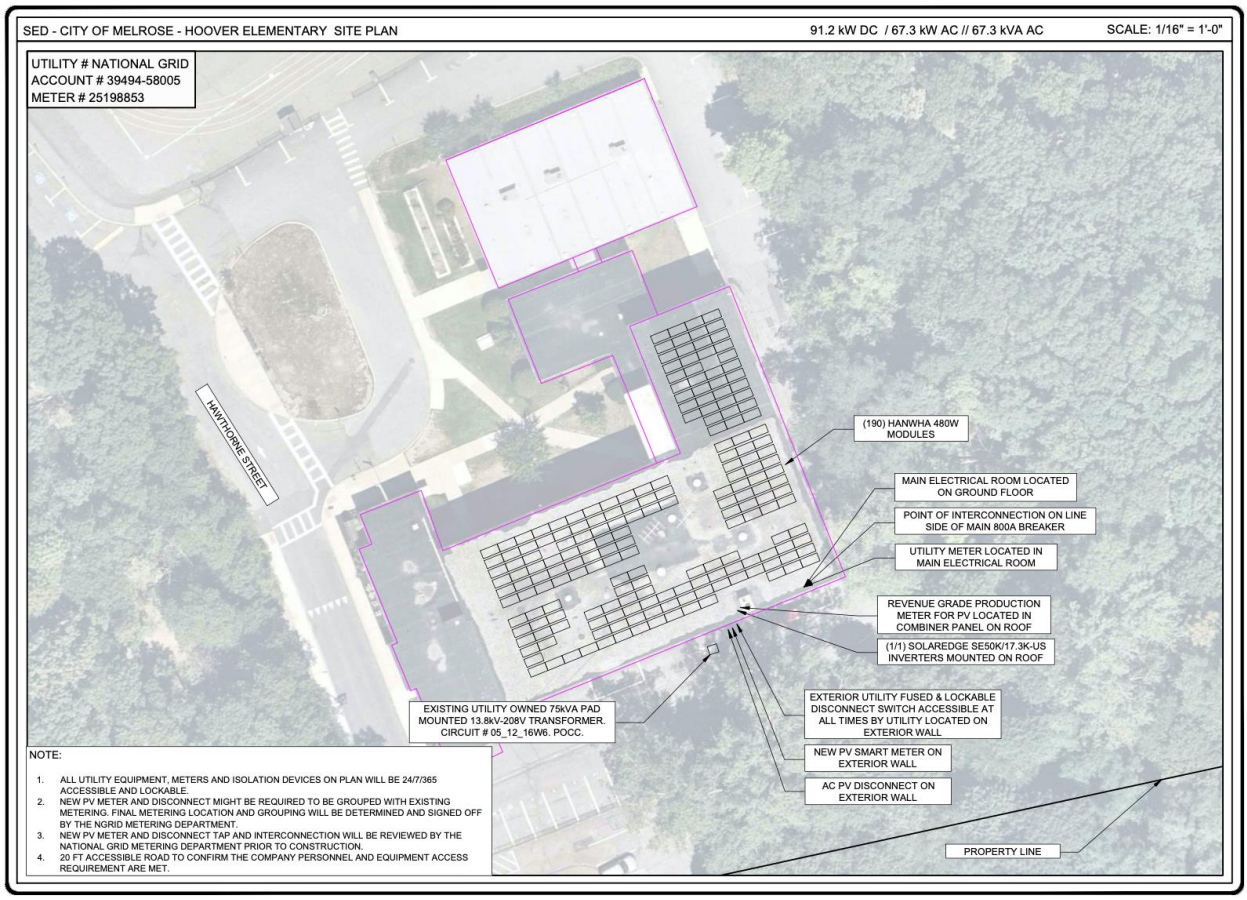
5.12.c
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Packet Pg. 1437

EXHIBIT D

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.



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EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

The Project will be comprised of a series of solar photovoltaic equipment and parts integrated to the main electric service at the building, behind the utility meter, and interconnected to the Local Electric Utility's electricity distribution system. Main equipment components of the Project include:

- Roughly 190 x 480W Tier 1 Solar modules or equivalent
- Roughly 2 x solar inverters or equivalent
- Ballasted roof racking systems or equivalent
- Rapid shutdown system
- Solar kWh meter and monitoring system, connected to Host-provided internet service
- Combiners, Disconnects, Conduit, Switches, Pipe and Wire, and Balance of System materials.

Equipment list may change during the course of the Project

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EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows:

Year	Estimated Production (kWh)	Year	Estimated Production (kWh)
1	105,744	11	100,070
2	105,163	12	99,520
3	104,584	13	98,973
4	104,009	14	98,428
5	103,437	15	97,887
6	102,868	16	97,348
7	102,302	17	96,813
8	101,740	18	96,281
9	101,180	19	95,751
10	100,624	20	95,224

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

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EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars ($1,000,000) for each occurrence, and two million dollars ($2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than $1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

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Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: $1,000,000 for each occurrence and $2,000,000 aggregate.

- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.

- Auto coverage not less than one million dollars ($1,000,000) each accident for bodily injury and property damage, and x million dollars ($1,000,000) in the aggregate.

- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars ($1,000,000) and two million dollars ($2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

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LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of _____, 20__, (the "**Effective Date**") by and between City of Melrose ("**Host**"), and Solect Energy Development LLC ("**Provider**") a limited liability company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider's participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the properties located and described in Exhibit A (the "**Site**" or the "**Property**") and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the "**Premises**") available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the "**Project"**); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the "**PPA**") describing the power sales arrangement between the Parties.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.

2. TERM.

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(c) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have access rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

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3. LEASE RIGHTS.

(a) Lease Access Specifications; Easement Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the "**Permitted Uses**"), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following Access Rights with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive easement for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right and easement to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(iii) Solar Easement. An easement to receive direct sunlight and solar energy, pursuant to which Host shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Provider's reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the Project at all hours of the day. The solar easement granted herein includes rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Easement. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and

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quietly have, hold, occupy and enjoy the Premises, use of the Easements and Access Rights, and any other rights granted by this Lease twenty-four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Access Rights.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the land records regarding its Access Rights under this Lease.

4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable

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Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, except as follows: Complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.

(a) Provider and its contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.

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(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

(i) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing

(ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: Host shall perform complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions and, if the parties cannot agree to a good faith rate adjustment after thirty (30) days, Provider shall have the right to terminate this Lease and the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings, and specifications relating to such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed.

(h) For rooftop projects only, Host shall, at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, including all building structural portions, and portions of the Property subject to Access Rights. Host shall perform all maintenance, repairs and replacements required under this subsection (h) (collectively, the "**Maintenance**") promptly after

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Host learns of the need for such Maintenance, but in any event within thirty (30) days after Provider gives written notice to Host of the need for such Maintenance, and shall coordinate any Maintenance with Provider if such Maintenance requires access to the Premises; provided, however, that in cases of emergency, Host shall perform Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Host shall reimburse Provider for any damage to the Project caused by Host's Maintenance activities.

(i) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property.

(j) Provider shall, at Provider's expense, comply with all laws and regulations applicable to Provider's installation and operation of the Project at the Property, and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the term of this Lease, with all such permits and approvals.

(k) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided, however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(l) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer licensed and qualified where the Project is located to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(m) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.

(n) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have

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found the same satisfactory. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

6. RENT. In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

7. INTENTIONALLY OMITTED.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider, and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property

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of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a "**Mortgage**," and the holder thereof from time to time the "**Holder**") encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a "Successor"), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider's Access Rights and the priority of Provider's (and/or Financing Party's rights) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host's expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

9. REMOVAL AT END OF TERM.

Subject to Host's exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than one hundred eighty (180) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

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10. RELOCATION; CLOSURE OR SALE OF SITE.

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

11. TAXES.

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

12. INSURANCE.

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.

(a) Cooperation. Section 13(a) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify, or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project.

(d) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the

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expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) five years or (ii) the remaining term of this Lease without regard to Host's option to purchase the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants, and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security, and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

15. INDEMNIFICATION.

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

16. REPRESENTATIONS AND WARRANTIES.

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

17. FORCE MAJEURE; CASUALTY.

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

18. INTENTIONALLY OMITTED.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

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20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

22. LIMITATIONS ON DAMAGES.

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

23. DISPUTE RESOLUTION.

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

24. NOTICES.

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

25. MISCELLANEOUS.

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): _____

Title: _____

HOST, City of Melrose

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Melrose_____

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EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

Property Description: The real property located at 37 GLENDOWER RD, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 6370, Page 98.

Also related to tax taking deed Book 5969 Page 202
Property description deed Book 1859 Page 435



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S. Cuthbertson, Assistant Treasurer and duly authorized agent of the Chelsea Savings Bank, the mortgagee named in a certain mortgage given by John A. MacQuarrie to Chelsea Savings Bank dated June 15,1925, and recorded in Middlesex South District Registry of Deeds, Book 4857 Page 200 make on behalf of said bank an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared of foreclosing said mortgage for breach of conditions thereof. Oscar W. Erickson Simon Korelitz THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. January 29, 1940. Then personally appeared the above named Oscar W.Erickson and Simon Korelitz and made oath that the above certificate by them subscribed is true, before me- Sidney M. Kensinger Notary Public My Commission Expires June 7 1946 -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

MASSACHUSETTS HOSPITAL LIFE INSURANCE CO.

DISC. MORT.

No. 7566 KNOW ALL MEN BY THESE PRESENTS, That the Massachusetts Hospital Life Insurance Company, the Mortgagee named in a certain mortgage given by Lawrence G. Tighe, of Cambridge, Massachusetts, dated April 28, 1927, and recorded with Middlesex (So. Dist) Deeds, Lib. 5090 Fol. 498 hereby acknowledges that it has received full payment and satisfaction of the same; and in consideration thereof it hereby fully cancels and DISCHARGES said Mortgage, and releases and quitclaims unto whomsoever may be lawfully entitled thereto the premises thereby conveyed. IN TESTIMONY WHEREOF, the said Massachusetts Hospital Life Insurance Company has caused these presents to be signed by its President, Edward H. Osgood, hereto duly authorized, and its corporate seal to be hereto affixed, this nineteenth day of February A.D. 1940. Massachusetts Hospital Life Insurance Company, by Edward H. Osgood President (Corporate seal) COMMONWEALTH OF MASSACHUSETTS. Suffolk ss. Boston Mass., February 19, 1940.Then personally appeared the above-named Edward H. Osgood President, and acknowledged the foregoing instrument to be the free act and deed of said Massachusetts Hospital Life Insurance Company, before me, Paul T. Litchfield Notary Public My Commission expires April 8, 1943 - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

CITY OF MELROSE

NOTICE DISPOSAL PETN. LD. COURT

COMMONWEALTH OF MASSACHUSETTS LAND COURT

Case No. 11521
(Court seal)

NOTICE OF DISPOSAL IN TAX LIEN CASE.

This is to certify that the petition of City of Melrose vs. John McDonald Est. to foreclose tax lien under certain deed for non-payment of taxes,

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given by the Collector of Taxes for the City of Melrose, in the County of Middlesex, and said Commonwealth, dated September 23, 1935, and duly recorded in Book 5969, Page 202, was filed in this Court on October 19, 1937. Thereafter due proceedings under said petition were instituted according to law, and finally on February 16, 1940, a decree forever foreclosing and barring all rights of redemption under said deed was entered, and this notice of final disposition of said petition is directed to be recorded in the Registry of Deeds for the South District of Middlesex County, pursuant to Section 74 of Chapter 60 of the General Laws. By the Court, Attest: Charles A. Southworth Recorder. Dated:- February 16,1940.

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

Union Federal Savings and Loan Association of Boston holder of a mortgage from Orlyn O. McLeish and Phyllis E. McLeish to Union Federal Savings and Loan Association of Boston dated December 28, 1936 recorded with Middlesex South District Registry of Deeds Book 6088, Page 427 acknowledges satisfaction of the same IN WITNESS WHEREOF the said Union Federal Savings and Loan Association of Boston, has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Rebecca Stutman its Asst. Treasurer this 20th day of February A.D. 1940. Union Federal Savings and Loan Association of Boston by Rebecca Stutman (Rebecca Stutman) Assistant Treasurer. (Corporate seal) Countersigned George G. Phair (George G. Phair) President. THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. February 20, 1940. Then personally appeared the above named Rebecca Stutman and acknowledged the foregoing instrument to be the free act and deed of Union Federal Savings and Loan Association of Boston. before me, VanCourtlandt Lawrence Notary Public My commission expires, 19, -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

UNION FEDERAL SAVS. AND LOAN ASSN. OF BOSTON

DISC. MORT.

Release Febuary 23-1940 The Holland Furnace Co, in consideration of payment in full for the personal property described in Notice of Conditional Sales of Personal Property for Alfred H. Counsellor, 15 Silver St Malden-Mass, Recorded in Middelsex, Deeds, book #5306-page 384- hereby relese all rights under same Holland Furnace Co. 190 Ferry St., Malden Mass. Tel. Mal. 1151 G. L. Smith Branch Manager. - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

HOLLAND FURNACE CO.

REL. UNDER NOTICE OF CONDL. SALE OF PERS. PROP.

DISCHARGE. KNOW ALL MEN BY THESE PRESENTS, That the West New-

WEST NEWTON SAVS. BANK

DISC. MORT.

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charges then due was made by me on the said Lawrence J. Lloyd on the ninegth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S.Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 241-38 Lawrence J. Lloyd About 7262 square feet of land, lot 34, on Grove Street and bounded: North by Grove Street, East by land now or formerly of Davis heirs, West by Gumner Avenue, South by land of owners unknown. Tax.....$16.80

The said Lawrence J. Lloyd is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S. Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

See Book 6193 Page 510

See Book 202 Page 543

McDONALD'S EST. to CITY OF MELROSE TAX TAKING

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon John McDonald Est., as owner or occupant of the land hereinafter described, was duly committed to me as collector of taxes for said city of Melrose; and whereas, the said taxes, with apportioned and unapportioned betterment assessments and special assessments, with interest thereon, constituting a lien on said land which had been added thereto, amounting

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to eighteen dollars and sixty cents, have not been paid; and whereas, a demand for the payment of said taxes and interest, if any, and necessary intervening charges then due was made by me on the said John McDonald Est. on the tenth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S. Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 257-11 John McDonald Est. About 10 acres of land on Swains Pond Avenue being the same premises described in a deed from Sargeant to McDonald dated July 11, 1888 and recorded with Middlesex County Registry of Deeds, Book 1859, Page 435. -

Tax	$33.60
Credit	15.00
Amt. due	$18.60

The said John McDonald Est. is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S.Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

See Book 6159 Page 429

" " 6370 " 98

NOURSE'S EST.

to

CITY OF MELROSE

TAX TAKING

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon Merrill W. Nourse Est., as owner or occupant of the land hereinafter de-

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the above named Abram E Brown and acknowledged the foregoing instrument to be his free act and deed before me Charles A. Corey, Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas H Stevens Regr

435
1859

Sargeant to McDonald W.

Know all Men by these Presents— That I Sarah W. Sargeant of Cambridge in the County of Middlesex and Commonwealth of Massachusetts unmarried in consideration of four hundred dollars paid by John McDonald of Cambridgeport in said County of Middlesex the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said John Mc Donald a certain lot of land situated in the south easterly part of Melrose in said County of Middlesex and westerly from Swains Pond Avenue bounded and described as shown on a plan of land owned by the heirs of Samuel S. Sargeant dated December 1844 John Sargeant surveyor as follows, viz: Beginning at the northeast corner of the lot thence running South 50 East by land formerly of Capt. George Winelow thirty eight and 9/10 rods thence running South 87° west by land formerly of David Faulkner and the heirs of Nathan Nichols forty five and 1/10 rods thence north by land formerly of John Pratt forty one and 4/10 rods thence east by land formerly of John Boynde forty two rods containing according to said plan ten and three fourths acres and thirty two poles with all the rights and privileges belonging thereto. Subject to any right of way over said lot if any there be. For my title see wills of my father Samuel S. Sargeant who died in 1840 of my sister Esther Carter Sargeant who died July 13. 1857 and of my sister Nancy Sargeant who died April 6. 1863 all probated in Mid. Co. my sister Abigail Richardson Sargent died Feb. 6. 1857 and my mother Esther Sargeant died May 10. 1864 there was no administration of the estates of the last two named. Also see deed from my sister Mary S. Sargent to me recorded with Mid. So Dist Deeds Book 1641 page 458. S being the grantee therein through the initial letter of my middle name is recorded as Mr Thomas Sargeant. Nehemiah Oakes Sargeant and Elizabeth Sprague mentioned in my fathers will were his children by his first wife Also see other deeds to me. To Have and To Hold the granted premises with all the privi

Ex. Plan Recorded at the end of this Book.

38.2 RODS
45.1 RODS
41.6 Rods
42 Rods
.10 AC

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legee and appurtenances thereto belonging to the said John Mc Donald and his heirs and assigns to their own use and behoof forever. And I hereby for myself and my heirs executors and administrators covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises that they are free from all incumbrances except my right of way as aforesaid that I have good right to sell and convey the same as aforesaid and that I will and my heirs executors and administrators shall Warrant and Defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In Witness Whereof I the said Sarah W. Sargeant hereunto set my hand and seal this eleventh day of July in the year one thousand eight hundred and eighty eight. Sarah Watt Sargeant (seal). Signed sealed and delivered in presence of Henry H. Kinsley. Commonwealth of Massachusetts. Middlesex ss. Cambridge July 11. 1888. Then personally appeared the above named Sarah W. Sargeant and acknowledged the foregoing instrument to be her free act and deed before me. Henry H. Kinsley. Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B. Stevens Reg

Morrill to Cole Discr. W.

Know all Men by these Presents

That I. Luther W. Morrill the mortgagee named in a certain mortgage given by Barna I. Cole to me the said Morrill dated November 16. A.D. 1888 and recorded in Middlesex So Dist Registry of Deeds. libro 1826 folio 342 do hereby acknowledge that I have received from Barna I. Cole the mortgagor named in said mortgage full payment and satisfaction of the same and in consideration thereof I do hereby cancel and discharge said mortgage. and release and quitclaim unto the said Barna I. Cole and his heirs and assigns forever the premises thereby conveyed. In Witness Whereof I hereunto set my hand and seal this tenth day of July A.D. 1888. Luther W. Morrill (seal). Signed and sealed in the presence of. Commonwealth of Massachusetts. Suffolk ss. July 10. 1888. Then personally appeared the above named Luther W. Morrill and acknowledged the foregoing instrument to be his free act and deed before me Henry W. Bragg Justice of the Peace. Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B. Stevens Reg

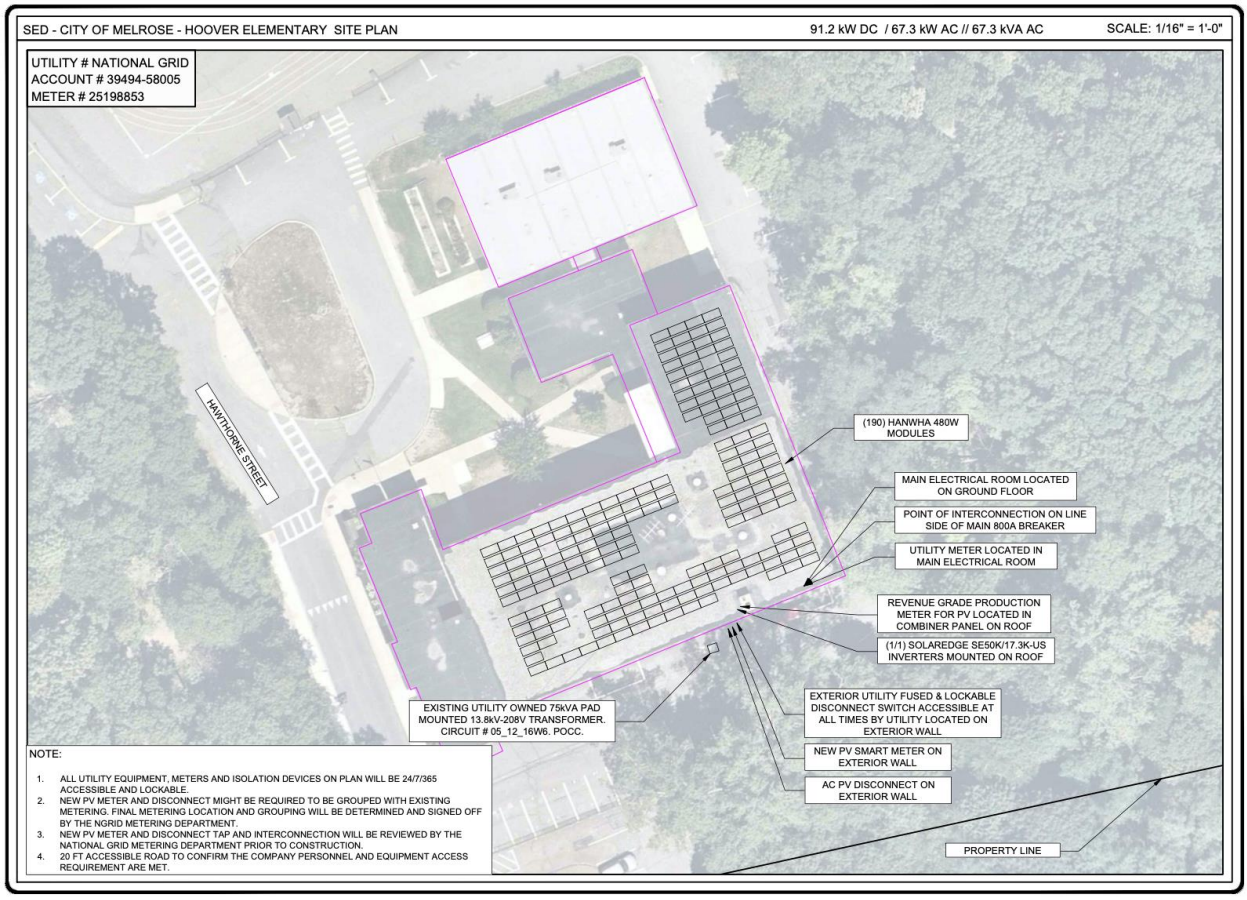
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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)
Packet Pg. 1461

EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.



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EXHIBIT C to Lease Agreement
Form of Notice of Lease
[On following Page]

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

[insert address]

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described lease and easements:

Parties to the [insert name of lease agreement] (the "Lease"):

Host/Landlord:

Provider/Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

Property Description: The real property located at [Street], [Town, State Zip] described on the attached Exhibit A (the "Property"). For Landlord's title see Deed recorded with the [__Insert County___] [Registry of Deeds/Land Records] in [Book _____, Page _____] [Certificate of Title No_____].

Description of Leased Premises: A portion of the Property as described on the attached Exhibit B where solar equipment will be installed and accessed for the term of the agreement, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property. (the "Lease Area")

Date of Execution of the Lease: _____ (the "Effective Date").

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Term of Lease:

The Term of the Lease includes a Development Period, Operations Period and Decommissioning Period. The Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, the Operations Period shall continue until 11:59 p.m. on the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date, as defined in the Lease, unless the Tenant exercises the Options to Extend, in which case the Term of Lease shall include the Development Period, the Operations Period, the [Extension Terms] and the Decommissioning Period.

Options to Extend:

Tenant shall have the right to extend the Term of the Lease for [_____] year terms.

Decommissioning Period

Tenant shall remove the System within 180 days of the termination of the Lease, (provided that if such 180 day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31) whereupon the Lease shall expire and shall be of no further force and effect

Easements.

(a) Under the Lease, Landlord granted the easements (the "Easements") to Tenant described in Exhibit C across and burdening the Property.

(b) Landlord's grant of Easements in the Lease shall commence on the Effective Date and end upon termination of the Decommissioning Period.

Ownership of the Facility.

Landlord shall have no right, title or interest in the solar energy facility (as defined in the Lease) ("Project") or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the

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actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____ __, 202_.

LANDLORD:
[insert name of Landlord]

By: ____XXXXX_____
Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, the _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of _____.

____XXXXX_____
Notary Public
My Commission Expires:

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TENANT:
Solect Energy Development LLC

By: _____
James R. Dumas, CFO, an Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ date of _____, 2020, before me, the undersigned notary public, personally appeared James R. Dumas, CFO of Solect Energy Development LLC, and an Authorized Signatory, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CFO of Solect Energy Development LLC, a Massachusetts limited liability company and the voluntary act of the company.

____XXXXX_____
Notary Public
My Commission Expires:

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EXHIBIT A

PROPERTY DESCRIPTION

Property Address: [insert property address]

[insert legal description plus deed reference, book and page or Certificate of Title]

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EXHIBIT B

LEASE AND EASEMENT AREA DESCRIPTION

The Lease and Easement Area shall mean the areas of the Property delineated in the Site Plan below.

[insert site plan]

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EXHIBIT C

EASEMENTS [update with Easements/Access Rights per lease and PPA]

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EXHIBIT D to Lease Agreement

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____("Lender"), _____("Landlord"), and Solect Energy Development LLC, ("Tenant").

W I T N E S S E T H

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the

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Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Notwithstanding the foregoing, Lender shall not be: (i) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord unless such fact, circumstance or condition shall continue after such succession; or (ii) subject to any offsets, claims or defenses which Tenant might have against Landlord, except as set forth in the Lease.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.

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9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

If to Landlord:

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]

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IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC

By: _____XXXXX_____
Printed Name:
Title:

LANDLORD:

By: _____XXXXX_____
Printed Name:
Title:

LENDER:

By: _____XXXXX_____
Printed Name:
Title:

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CITY OF MELROSE

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

DENISE M. GAFFEY
Director & City Planner

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

MEMORANDUM

TO: Melrose City Council

FROM: Martha Grover, Sustainability Manager

RE: Hoover and Horace Mann Solar PPA/Lease Authorization

DATE: February 13, 2023

Attached for your review are the Solar Power Purchase and Lease agreements with Solect Energy Development to install a 67.3 kW AC and 50 kW AC system on the Hoover and Horace Mann Elementary School roofs respectively. We seek authorization from the City Council for Mayor Brodeur to execute these agreements.

The city has worked with Solect for over a year to develop these projects and take advantage of the new roofs scheduled to be installed this summer, favorable federal tax credits, Block 10 utility SMART incentives, and fantastic solar access at these two schools. Action 28 in the Melrose Net Zero Action seeks to "Maximize the installation of clean energy sources on municipal property" and these projects are in line with and support the city's effort to lead by example.

I look forward to answering your questions at a future meeting but don't hesitate to reach out in advance at mgrover@cityofmelrose.org or 781.979.4195 as well.

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Solect Solar Update
City of Melrose

Hoover Elementary School
&
Horace Mann Elementary School



solectenergy
Power Your Tomorrow

February 1, 2023

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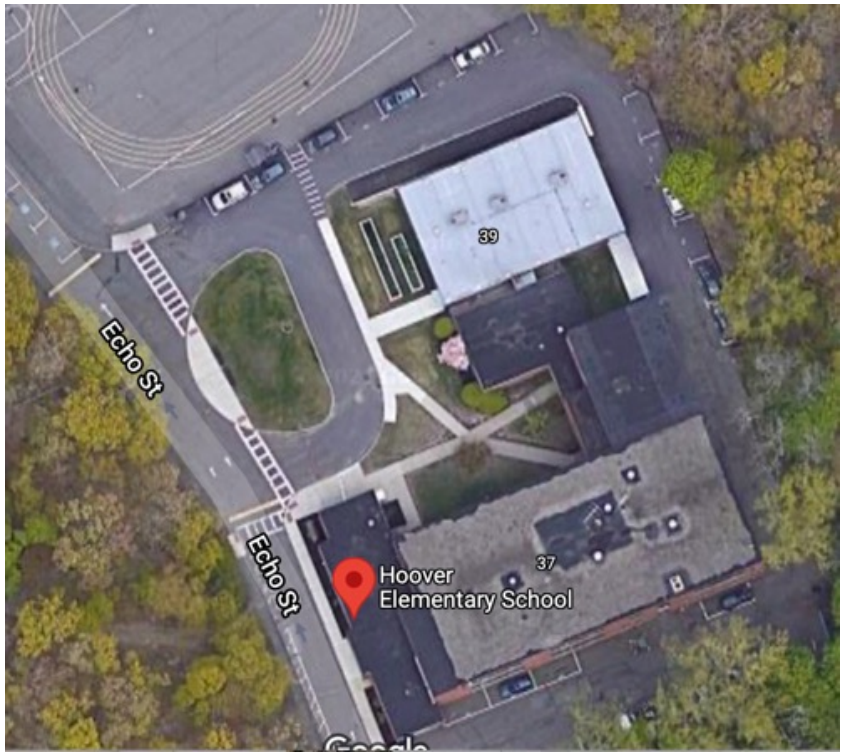
Hoover Elementary School
&
Horace Mann Elementary School

Electricity Analysis and Solar Designs

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Hoover Elementary School

37 Glendower Road, Melrose MA 02176



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Hoover Elementary School

Electricity Analysis

November 2022

National Grid's Nov 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

Total Addressable Electricity Rate

Facility	Hoover Elementary School					
Utility	National Grid					
Address	37 Glendower Rd Melrose MA 02176					
Account Number	39494-58005					
Rate Class	G-1 (B1)					
Meter Number	25198853					
Month	Nov-22					
kWhr	8,480					
Variable Cost ($)	977.77					
Delivery ($/kWh)	$ 0.11530					
Supply ($/kWh)	$ 0.13000					
Avoided Rate	**$ 0.24530**					**0.24530**
TTD Rate	$ 0.11530					
Est. A... mation	2.00%					

Monthly Usage	POI Meter					Total
January	16,560					16,560
February	17,840					17,840
March	16,000					16,000
April	14,400					14,400
May	8,000					8,000
June	8,400					8,400
July	6,240					6,240
August	3,200					3,200
September	12,560					12,560
October	8,800					8,800
November	8,480					8,480
December	13,920					13,920
12 Month Total	**134,400**	-	-	-	-	**134,400**
Average	**11,200**	-	-	-	-	

Annual Electricity Consumption

Total Annual Spend (not including fixed charges) $ 32,969

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Hoover Elementary School

Rooftop Design

System Size 91.2 KW DC / 67.3 KW AC

Estimated Year 1 Production: 105,744.4 kWh



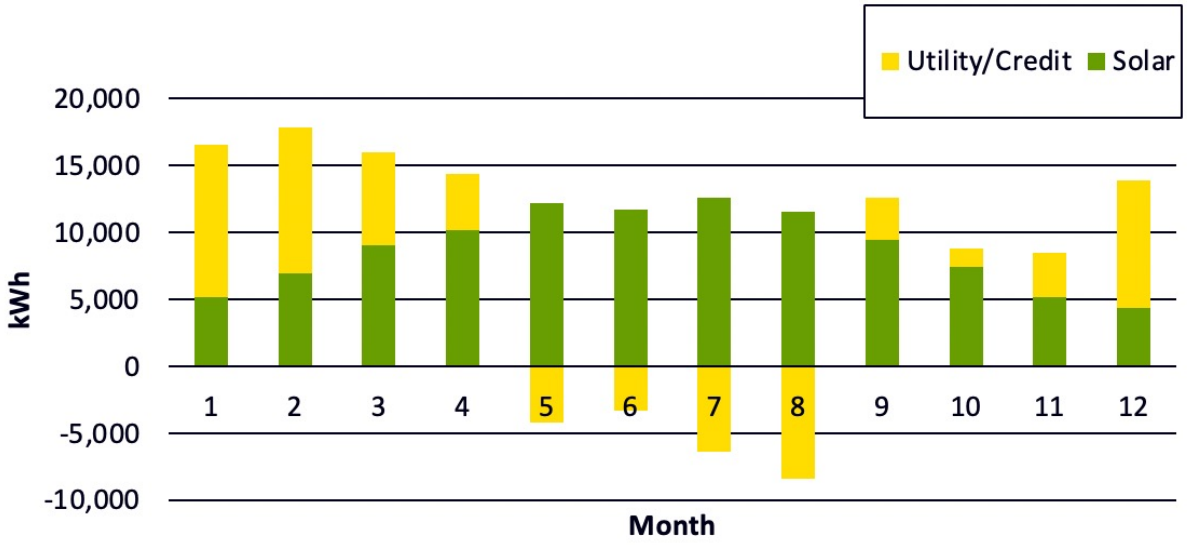
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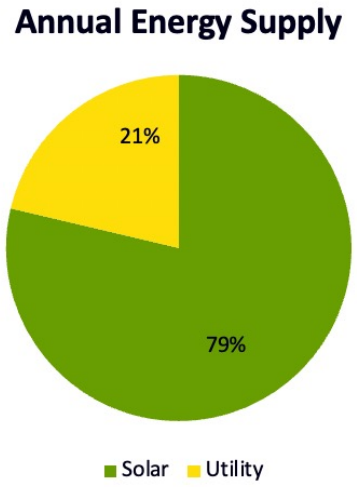
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Hoover Elementary School

Electricity Consumption vs Production

105,744 kWh in Year 1





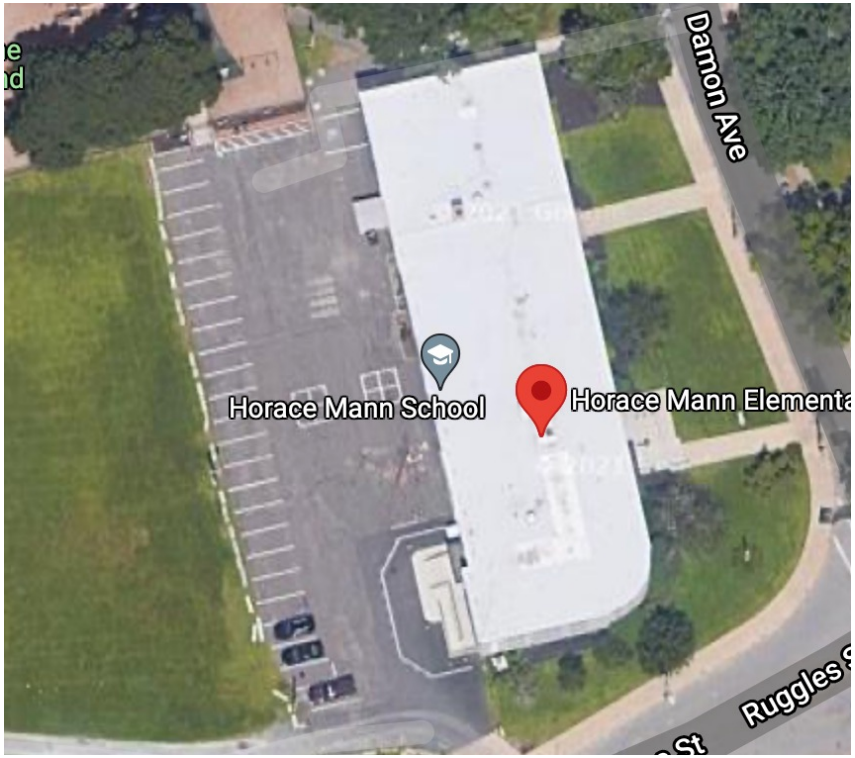
Based on 12 mo. Usage of 134,400 kWh as per utility bills.

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Horace Mann Elementary School

40 Damon Ave, Melrose MA 02176



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Horace Mann Elementary School

Electricity Analysis

3 Year Average (2018 - 2020)

National Grid's Feb 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

Total Addressable Electricity Rate

Facility	Horace Mann Elementary School					
Utility	National Grid					
Address	40 Damon Ave, Melrose MA 02176					
Account Number	64798-33000					
Rate Class	G-1 (B1)					
Meter Number	98742524					
Month	Feb-22					
kWhr	19,120					
Variable Cost ($)	$ 2,159					
Delivery ($/kWh)	$ 0.11293					
Supply ($/kWh)	$ 0.13000					
Avoided Rate	**$ 0.24293**					**0.24293**
TTD Rate	$ 0.11293					
[illegible] Inflation	2.00%					

Monthly Usage	POI Meter					Total
January	10,280					10,280
February	10,600					10,600
March	6,280					6,280
April	9,040					9,040
May	9,320					9,320
June	9,080					9,080
July	2,800					2,800
August	3,320					3,320
September	920					920
October	12,200					12,200
November	5,680					5,680
December	9,400					9,400
12 Month Total	**88,920**	-	-	-	-	**88,920**
Average	**7,410**	-	-	-	-	

Annual Electricity Consumption

Total Annual Spend (not including fixed charges) $ 21,601

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Horace Mann Elementary School

Rooftop Design

System Size 67.68 KW DC / 50 KW AC

Estimated Year 1 Production: 78,450.6 kWh



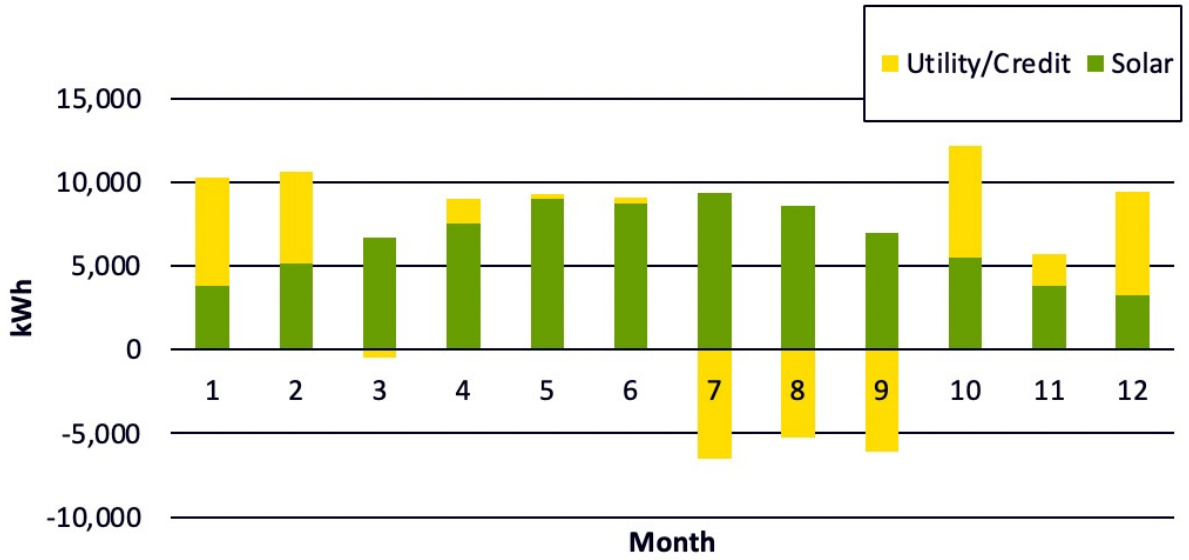
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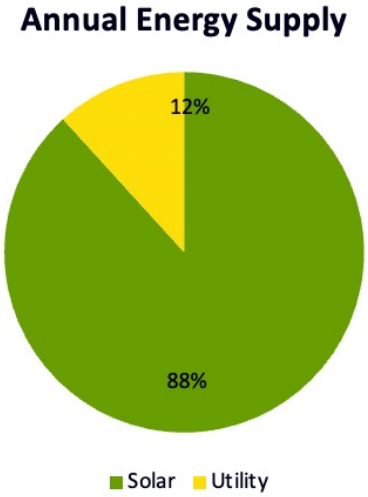
Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Horace Mann Elementary School

Electricity Consumption vs Production

78,451 kWh in Year 1





Based on 12 mo. Usage of 88,920 kWh as per utility bills.

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Power Purchase Agreement

Solar Incentives & PPA Rates

Cost Saving for Melrose Public Schools

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Preliminary System Sizes & PPA Rates

Summary Slide

Solar System	System Size (KW DC / KW AC)	System Production Year 1 (kWh)	Avoided Electricity Rate ($/kWh)	MA SMART Block 10 PPA Rate ($/kWh)	MA SMART Block 11 PPA Rate ($/kWh)
Hoover Elementary School Rooftop System	92.1 KW DC / 67.3 KW AC	105,744	$0.24530	$0.159	$0.162
Horace Mann Elementary School Rooftop System	67.68 KW DC / 50 KW AC	78,450	$0.24293	$0.182	$0.186

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Block 10 awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Hoover Elementary School

System Size: 92.1 KW DC / 67.3 KW AC

PPA Summary Slide

HooverElementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate)		
SMART Block Award	10	11
MA Incentive Award	$0.05819	$0.05483
PPA Rate	$0.159 / kWh	$0.162 / kWh
Est. Year 1 Savings	$6,262	$5,945
Est. 20 Year Savings	$211,133	$205,110

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Hoover Elementary School

System Size: 92.1 KW DC / 67.3 KW AC

PPA Block 10 SMART Award Detailed Slide

Year	Solar Production (kWh)	Grid-Delivered Electricity Cost ($/kWh)	Electric Savings	Solar PPA Rate ($/kWh)	PPA Payment	Net Savings
1	105,744	$0.2453	$23,076	$0.1590	$16,813	**$6,262**
2	105,163	$0.2502	$23,408	$0.1590	$16,721	**$6,687**
3	104,584	$0.2552	$23,744	$0.1590	$16,629	**$7,115**
4	104,009	$0.2603	$24,086	$0.1590	$16,537	**$7,549**
5	103,437	$0.2655	$24,433	$0.1590	$16,447	**$7,986**
6	102,868	$0.2708	$24,784	$0.1590	$16,356	**$8,428**
7	102,302	$0.2763	$25,141	$0.1590	$16,266	**$8,875**
8	101,740	$0.2818	$25,503	$0.1590	$16,177	**$9,326**
9	101,180	$0.2874	$25,870	$0.1590	$16,088	**$9,782**
10	100,624	$0.2932	$26,242	$0.1590	$15,999	**$10,243**
11	100,070	$0.2990	$26,620	$0.1590	$15,911	**$10,708**
12	99,520	$0.3050	$27,003	$0.1590	$15,824	**$11,179**
13	98,973	$0.3111	$27,391	$0.1590	$15,737	**$11,655**
14	98,428	$0.3173	$27,785	$0.1590	$15,650	**$12,135**
15	97,887	$0.3237	$28,185	$0.1590	$15,564	**$12,621**
16	97,348	$0.3301	$28,591	$0.1590	$15,478	**$13,112**
17	96,813	$0.3367	$29,002	$0.1590	$15,393	**$13,609**
18	96,281	$0.3435	$29,420	$0.1590	$15,309	**$14,111**
19	95,751	$0.3504	$29,843	$0.1590	$15,224	**$14,618**
20	95,224	$0.3574	$30,272	$0.1590	$15,141	**$15,132**
					Total	**$211,133**

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Horace Mann Elementary School

System Size: 67.68 KW DC / 50 KW AC
PPA Summary Slide

Horace Mann Elementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate)		
SMART Block Award	10	11
MA Incentive Award	$0.05819	$0.05483
PPA Rate	$0.182 / kWh	$0.186 / kWh
Est. Year 1 Savings	$2,465	$2,151
Est. 20 Year Savings	$113,719	$107,760

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Horace Mann Elementary School

System Size: 67.68 KW DC / 50 KW AC

PPA Block 10 SMART Award Detailed Slide

Year	Solar Production (kWh)	Grid-Delivered Electricity Cost ($/kWh)	Electric Savings	Solar PPA Rate ($/kWh)	PPA Payment	Net Savings
1	78,451	$0.2429	$16,743	$0.1820	$14,278	$2,465
2	78,019	$0.2478	$16,984	$0.1820	$14,199	$2,784
3	77,590	$0.2527	$17,228	$0.1820	$14,121	$3,107
4	77,163	$0.2578	$17,476	$0.1820	$14,044	$3,432
5	76,739	$0.2630	$17,728	$0.1820	$13,966	$3,761
6	76,317	$0.2682	$17,983	$0.1820	$13,890	$4,093
7	75,897	$0.2736	$18,241	$0.1820	$13,813	$4,428
8	75,480	$0.2791	$18,504	$0.1820	$13,737	$4,767
9	75,064	$0.2846	$18,770	$0.1820	$13,662	$5,108
10	74,652	$0.2903	$19,040	$0.1820	$13,587	$5,454
11	74,241	$0.2961	$19,314	$0.1820	$13,512	$5,802
12	73,833	$0.3021	$19,592	$0.1820	$13,438	$6,155
13	73,427	$0.3081	$19,874	$0.1820	$13,364	$6,511
14	73,023	$0.3143	$20,160	$0.1820	$13,290	$6,870
15	72,621	$0.3205	$20,450	$0.1820	$13,217	$7,233
16	72,222	$0.3270	$20,745	$0.1820	$13,144	$7,600
17	71,825	$0.3335	$21,043	$0.1820	$13,072	$7,971
18	71,430	$0.3402	$21,346	$0.1820	$13,000	$8,346
19	71,037	$0.3470	$21,653	$0.1820	$12,929	$8,724
20	70,646	$0.3539	$21,965	$0.1820	$12,858	$9,107
					Total	$113,719

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POWER PURCHASE AGREEMENT

For

SED City of Melrose - Horace Mann School
40 Damon Avenue
Melrose, MA 02176

Dated as of

_____

between

City of Melrose
562 Main St
Melrose, MA 02176

And

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

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EXHIBITS

EXHIBIT A – ENERGY PURCHASE PRICES

EXHIBIT A-1 – PILOT AMOUNTS

EXHIBIT B – EARLY TERMINATION AMOUNTS

EXHIBIT C – DESCRIPTION OF SITE

EXHIBIT D – DESCRIPTION OF PREMISES

EXHIBIT E – DESCRIPTION OF PROJECT

EXHIBIT F – ESTIMATED ANNUAL PRODUCTION

EXHIBIT G – INSURANCE REQUIREMENTS

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**" or "**PPA**") is entered into as of _____, (the "**Effective Date**"), by and between City of Melrose, a municipality with an address of 562 Main St Melrose, MA 02176 ("**Host**"), and Solect Energy Development LLC, ("**Solect**" or "**Provider**") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated June 30th, 2020, as amended, governing the terms and conditions of Provider's participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the "**Lease**") pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS or as defined in the body of this Agreement.

2. TERM.

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "**Term**" shall mean all of the Initial Period and the Operations Period, unless the

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Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20^{th}) anniversary of the SMART Incentive Payment Effective Date.

(d) Extensions. Provider shall have one option to extend the Operations Period for five (5) years (an "**Extension Term**") upon mutual agreement between Provider and Host. Provider shall delivering a written request to extend to Host at least six months prior to the end of the Operations Period, or Extension Term, as the case may be. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host's payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole and exclusive remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed $15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed one hundred eighty (180) days, unless otherwise mutually agreed by the Parties in writing.

3. ACCESS RIGHTS.

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(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the effective date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;

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(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;

(vi) the Project does not qualify under the Applicable Solar Program;

(vii) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(viii) the Project is not exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) and a Payment In Lieu of Taxes Agreement with the municipality where the Project is located is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host. Upon prior notice to Host, Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the

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Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to,

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keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site. In the event of an emergency or unplanned outage, Provider shall have unimpeded access to the Project, subject to any site-specific security requirements of Host.

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from

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Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment is found to be inaccurate, it shall be corrected and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise

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determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (i) failure, damage or downtime attributable to third parties or Host, (ii) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (iii) a Force Majeure Event, (iv) variability due to weather, (v) acts or omissions of Host of any of its obligations hereunder, (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); or (vi) any reduction in output attributable to interference with solar access of the Project by adjoining landowners; in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production for such period.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the

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applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if transmitted prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal)addressed as follows:

To Host: City of Melrose
562 Main St
Melrose, MA 02176
Attention: Jim Troup
Email: jtroup@cityofmelrose.org

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which

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includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"), however, if system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs, and if the Parties are unable to agree on such adjustments, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or

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Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project and the Environmental Attributes produced or associated with the Project or the energy produced by the Project, and (ii) all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh (7^{th}), tenth (10^{th}), and fifteenth (15^{th}) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price

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which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

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(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project in accordance with Section 9 of the Lease or Easement.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

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(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all reasonable costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder

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notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall provide Provider with any certificates or other documents required or appropriate to evidence Host's exemption from any applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. To the extent Provider pays such amounts, Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. If project will produce not more than 125% of the annual load of the Property Provider will apply to the City of Melrose for exemption of the Project from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45, and will employ commercially reasonable efforts to secure such exemption. If the project will produce more than 125% of the annual load of the Property or if the exemption is not granted, Provider will seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the City of Melrose to establish fixed payments in lieu of personal property tax. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements as set forth in Exhibit A, Provider will prepare and the Parties shall execute an amendment to this Agreement , in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the date the PILOT payments begin.

If Provider is assessed any real property taxes related to the existence of the Project on the Premises or if Provider is unable to obtain exemption of the Project from personal property tax and is not able to enter into a PILOT Agreement with the City of Melrose, then Host acknowledges and agrees that Provider shall have the right once per year to invoice Host for the exact amount of the such property taxes. Such invoice shall include documentation demonstrating the tax liability from the taxing authority for the current tax year and proof of payment from Provider to the taxing authority. Such invoice shall be submitted to the Host separately from any monthly invoice for solar energy generation.

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If Provider seeks to obtain exemption of the Project from personal property tax, and/or seeks to enter into a PILOT Agreement with the City of Melrose, and is ultimately unsuccessful, within thirty (30) days of such determination being made Provider will inform Host of such determination and, (1) if Host or the owner of the Site is a municipality, Host will provide Provider, or (2) if Host or the owner of the Site is not a municipality, Provider will provide Host with a good faith estimate of the annual amount of the expected personal property taxes.

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(d) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self-insurance program and provides required insurance pursuant to such self-insurance program.

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(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the

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requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. If Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 ("MA Public Records Law") the provisions of the MA Public Records Law will govern Host's obligations under Section 14(b) and this Section 14(c), including Provider's right to raise applicability of the exemptions included in the MA Public Records Law. Notwithstanding any term herein to the contrary, the failure to notify the disclosing Party pursuant to this Section 14(c) shall not be deemed an Event of Default.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold harmless Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii)) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent

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caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("**Provider's Indemnified Parties**"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax

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deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider's efforts to procure such information as Provider may reasonably require regarding the condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information

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presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays actually incurred by Provider in order to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to [has a valid and enforceable leasehold interest in] the Premises and to Host's knowledge there are no mortgagees, lienholders or other third party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this

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Agreement will terminate without penalty to either Party. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate without penalty to either Party. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or

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maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

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(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) Business Days after receipt of notice thereof from Provider.

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(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement shall terminate immediately. Alternatively, Provider may elect to sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Lease, Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate the Lease. Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "**Assignment**") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party

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and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

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(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTYING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, Provider's total combined liability to Host under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by Host for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall

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be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

City of Melrose
562 Main St
Melrose, MA 02176
Attention: City Solicitor Shannon Phillips
Email: sphillips@cityofmelrose.org

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.

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(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI)

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maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): _____

Title: _____

Date: _____

City of Melrose

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Chelsea_____

Date: _____

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GLOSSARY OF TERMS

"Access Rights" means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

"Applicable Solar Program" means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

"Avoided Energy Price" means the rate, expressed in $/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

"Business Day" means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

"Capacity Value" means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE's Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

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"Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

"Commercial Operation Date" means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

"Construction Start Date" means sixty (60) days after receipt of (i) executed interconnection agreement for the Project and (ii) all permits, which shall be extended day-by-day for Force Majeure Events.

"Delay Liquidated Damages" means the daily payment of (i) $0.250/day/kW, not to exceed $15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

"Dispute" means a controversy or claim arising out of or relating to this Agreement.

"Early Termination Amount" (a) for terminations occurring after the first to occur of transfer of the Project to a Financing Party or the Commercial Operation Date, means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes, provided however, (b) in the event Host becomes liable for payment of the Early Termination Amount prior to the first to occur of the events listed in (a), Host shall instead pay to Provider a termination payment equal to the sum of the following, not to exceed the Early Termination Amount for Year 1 set forth in Exhibit B: (1) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to third parties for permits, interconnection application fees and studies,

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SMART incentives and other Governmental Authority and Utility approvals; and (2) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to subcontractors and suppliers as of the termination date for design, engineering and procurement of equipment and other materials included in the Project, including any battery energy storage system and including the expenses and cancellation charges reasonably incurred and paid by Provider in termination of contracts and purchase orders pertaining to the System and the Installation Work; and (3) charges for Provider's internal engineering manpower and materials reasonably expended developing the Project up to the termination date based on Provider's labor rate sheet attached hereto as Exhibit H, which may be reasonably adjusted for inflation (in writing) on an annual basis, and, in the case of the costs described in sub-clauses (1) and (2) only, plus an amount equal to eighteen percent (18%) of such costs.

"Effective Date" shall have the meaning assigned to such term in the recitals.

"Electric Service Provider" means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"Estimated Annual Production" means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

"Force Majeure Event" means any act or event that prevents the affected Party from performing it obligations in accordance with this Agreement, if such act or event is beyond the

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reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Guaranteed Commercial Operation Date" means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"Host" means the entity identified as Host in the recitals, and all successors and assigns.

"Indemnified Person" means the person who asserts a right to indemnification under Section 15.

"Indemnifying Party" means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

"Initial Period" has the meaning provided in Section 2.

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"Installation Work" means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

"Installer" means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

"Land Registry" means the office where real estate records for the Site are customarily filed.

"Lease" has the meaning provided in the Recitals hereof.

"Lender" means persons providing construction or permanent financing to Provider in connection with installation of the Project.

"Liens" has the meaning provided in Section 8(c).

"Local Electric Utility" means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

"Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Net Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

"Net Metering Credit" shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

"Operations Period" has the meaning provided in Section 2.

"Operations Year" means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

"Party" means either Host or Provider, as the context shall indicate, and "Parties" means both Host and Provider, collectively.

"Point of Delivery" has the meaning set forth in Section 5(a) and Exhibit E.

"Premises" means the portions of the Site described on Exhibit D.

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"Production Excess" has the meaning set forth in Section 7(b)(i).

"Project" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"Project Lessor" means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

"Provider" means Solect Energy Development LLC.

"Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

"SMART Incentive Payment Effective Date" means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

"Site" means the real property described on Exhibit C attached hereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning provided in Section 2 hereof.

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EXHIBIT A

ENERGY PURCHASE PRICES

The PPA $/kWh rates set forth in this Exhibit A are dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

Block 10

SMART Incentive Amount	$0.05819
PPA Rate ($/kWh)	$0.182

Assumptions around Pricing Elements:

- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and exclude costs (if any) for utility engineering studies or system upgrades.
- PPA Rate assumes Project is exempt from personal property tax.
- Prices shown do not include costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation, or Orders of Conditions, as required by local AHJ (i.e. Planning Board, Conservation Commissions).
- Federal investment tax credit amount will reflect the calendar year in which installation begins.
- Steel pricing for ground mounted or canopy structures. A change in price shall be considered material when the price of the applicable steel product or products changes by 5% percent or more between the Effective Date and the Construction Commencement Date based on the benchmark prices published by CME group U.S. Midwest Hot-Rolled Coil Index (CRU), https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html or such other steel index as is agreed with PowerOptions.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA Rate will be provided to Host no later than 20 days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: $0.200 unless the parties have reached agreement on

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a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host. Upon a termination hereunder, Host shall reimburse Provider for Provider's direct costs incurred in performing under this Agreement between the Effective Date and the date of such termination.

AVOIDED ENERGY PRICE

The following table sets forth the "Avoided Energy Price" for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 2% annual escalation rate.

Guarantee Year	**Avoided Energy Price per kWh**
1	$0.20333
2	$0.20740
3	$0.21154
4	$0.21578
5	$0.22009
6	$0.22449
7	$0.22898
8	$0.23356
9	$0.23823
10	$0.24300
11	$0.24786
12	$0.25282
13	$0.25787
14	$0.26303
15	$0.26829
16	$0.27366
17	$0.27913
18	$0.28471
19	$0.29041
20	$0.29621

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EXHIBIT A-1

PILOT AMOUNTS

For purposes of this PPA, the PILOT Amount assumed for each year of the Term is equal to zero dollars ($0.00).

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EXHIBIT B

Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.

Subject to final PPA Prices in Exhibit A
EARLY TERMINATION AMOUNTS

Year	Early Termination Amount	Early Purchase
1	$265,445	**N/A**
2	$244,508	**N/A**
3	$223,318	**N/A**
4	$215,310	**N/A**
5	$193,573	**N/A**
6	$171,540	**N/A**
7	$149,196	$120,103
8	$139,970	**N/A**
9	$130,399	**N/A**
10	$120,461	$88,671
11	$112,663	**N/A**
12	$106,405	**N/A**
13	$99,936	**N/A**
14	$93,244	**N/A**
15	$86,318	$49,464
16	$78,259	**N/A**
17	$69,888	**N/A**
18	$61,187	**N/A**
19	$52,138	**N/A**
20	$42,724	**N/A**

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EXHIBIT C

DESCRIPTION OF SITE

Property Description: The real property located at 40 DAMON AVE, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 5321, Page 221, and in Book 6575, Page 390, and in Book 11349, Page 435.



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5321

5321 - 221

shown on Plan of Land in Melrose, Mass., belonging to City of Melrose and Clara M. Shepherdson, Frank Emerson, Engineer and Superintendent of Public Works, August 20, 1928, to be recorded herewith, together with all rights of the grantor in that part of said Ell Pond included between the extensions of the northerly and southerly boundary lines of the granted premises. WITNESS my hand and seal this day of January 25th, 1929. Clara M. Shepherdson (seal) COMMONWEALTH OF MASSACHUSETTS. Middlesex ss. January 25th, 1929. Then personally appeared the above named Clara M. Shepherdson and acknowledged the foregoing instrument to be her free act and deed, before me, George W. Rogers, Notary Public. (Notarial seal) My commission expires April 1st, 1932. - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded.

SEE PLAN NO. 72 OF 1929

CITY OF MELROSE. In Board of Aldermen, December 28, 1928. Offered by Alderman Mary L. Barrows. BE IT ORDERED WHEREAS, public necessity and convenience require that the parcel of land hereinafter described be taken for school purposes, and a proper appropriation therefor has been made; and WHEREAS all parties interested have been notified and a hearing had in accordance with the law; NOW, THEREFORE, the City of Melrose hereby takes in fee for school purposes the following parcel of land situated in said MELROSE and bounded and described as follows: Beginning at a point on the easterly line of Hesseltine Avenue, said point being a cedar stake eighty-eight and twenty-four one-hundredths (88.24) feet north from an angle in said Hesseltine Avenue; thence turning, including an angle of 106° 57', and running easterly over land of Ruggles six hundred and fifty-seven one-hundredths (600.57) feet to land of Watkins; thence easterly, including an angle of 159° 43' 30", by said land of Watkins sixty-three and twenty-eight one-hundredths(63.28) feet to land now or late of Cochrane; thence northerly by said land of Cochrane three hundred seventy-two and ninety-six one-hundredths(372.96) feet to a drill hole; thence turning, including an angle of 97° 56' 57" and running westerly by land now or late of said Cochrane four hundred eighty-five and sixty-two one-hundredths (485.62) feet to land of O'Connell; thence southerly by lands of O'Connell and of MacKeil one hundred ten (110) feet; thence westerly by land of said MacKeil one hundred (100) feet to said easterly line of Hesseltine Avenue; thence southerly along said easterly line of Hesseltine Avenue eighty-seven and twenty-four one-hundredths (87.24) feet to said stake, and point of beginning, containing one hundred twenty-eight thousand two hundred and twelve

CITY OF MELROSE TAKING

See plan opposite

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5321

222

(128,212) square feet more or less. The above description is of a parcel of land situated east of Hesseltine Avenue, and is intended to conform with a plan of the same made by Frank Emerson, Engr. & Supt. Public Works of the City of Melrose, dated December 1, 1928, to be recorded herewith. No betterments are to be assessed in respect to this taking. No trees upon the said land nor any structures affixed thereto are included in this taking, and if there be any trees or structures upon said land, the owner thereof is hereby allowed ten days in which to remove the same. So far as known to this Board, Charles E. Ruggles is the owner of land hereby taken, and damages are hereby awarded to said owner in the sum of $8000.00. Passed Dec. 28, 1928. Alfred C. Malm, President of the Board of Aldermen. Dec. 28/1928. In Board of Aldermen. Ordained R. C. 9-0. Dec.31.'28. Victor C. Kirmes, Clerk. Order 18566-B. Approved. Albert M. Tibbetts, Mayor. -

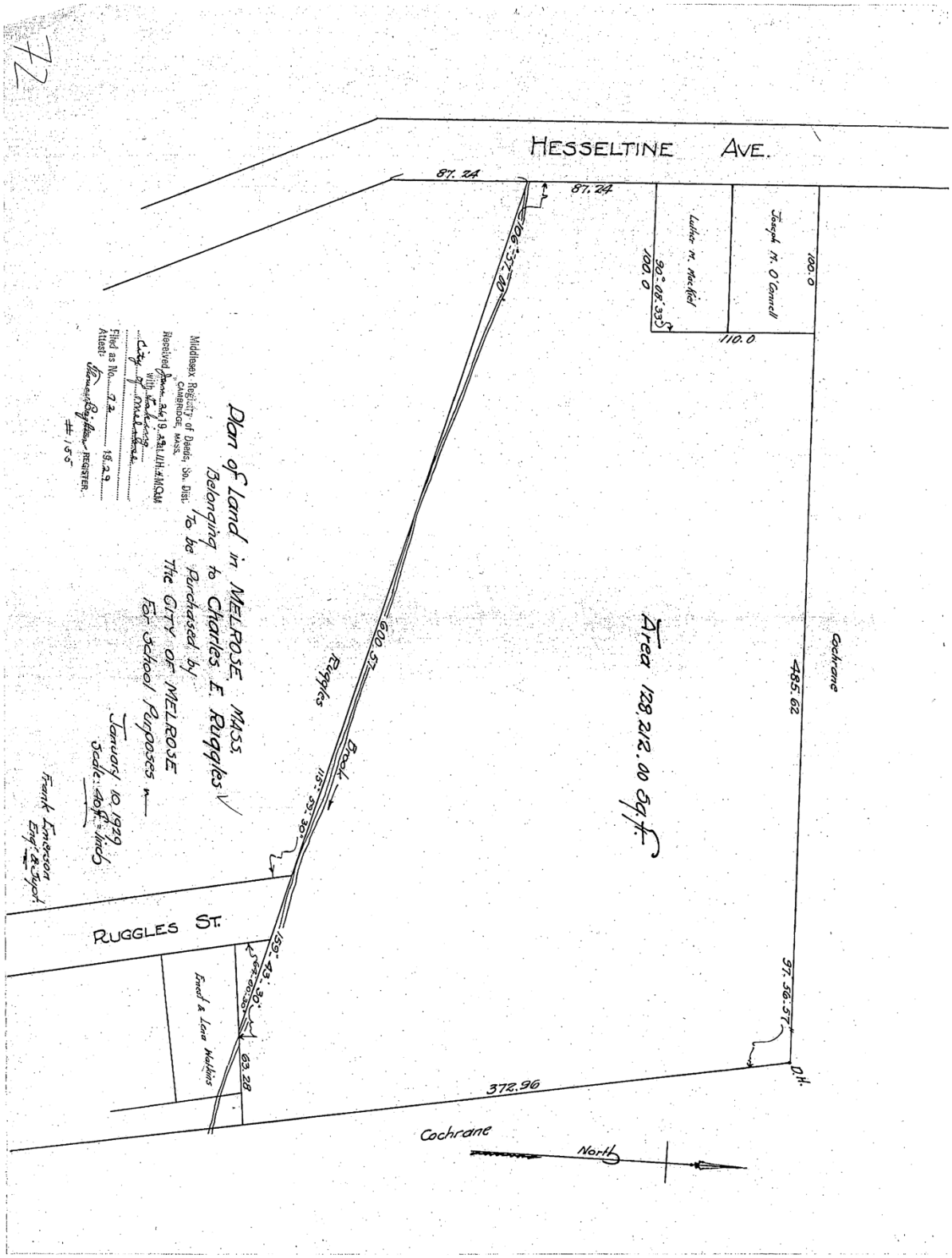
Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded. "Dec. 31,'28" interlined.

CITY OF MELROSE TAKING

CITY OF MELROSE. In Board of Aldermen, December 17th, 1928. Offered by Alderman Milano for the Highway Committee. BE IT ORDERED WHEREAS, public necessity and convenience requires that a public street or way should be laid out and constructed upon the parcel of land hereinafter described, and WHEREAS, all parties interested have been duly notified and a hearing had, in accordance with law, NOW, THEREFORE, the City of Melrose hereby takes for highway purposes the following parcel of land situated in said MELROSE and bounded and described as follows, to wit:- Beginning at a point on the easterly line of Wentworth Road, said point being sixteen (16) feet southerly from the dividing line of Lots 41 and 42 on a plan to be recorded herewith; thence north and easterly by a curve, radius one hundred nineteen and seven one-hundredths (119.07)feet, bearing to the right one hundred fifteen and eighty-nine one-hundredths (115.89) feet; thence easterly on a tangent to said curve one hundred twenty and nine one-hundredths (120.09) feet to the southerly line of Pine Street, as accepted; thence westerly on said southerly line of said Pine Street eighty-two and thirty-three one-hundredths (82.33) feet; thence northerly on the westerly end of said Pine Street, as accepted, thirty (30) feet to the northerly line of said Pine Street as accepted; thence westerly on the prolongation of said northerly line of Pine Street seventy-three and forty one-hundredths (73.40) feet to a curve; thence by said curve, radius eight and ninety-three one-hundredths (8.93) feet, bearing to the right eighteen and forty-six one-hundredths (18.46) feet

See plan opposite SEE PLAN NO. 73 OF 1929

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the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof. For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale. In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or part. Wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine. In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge interest thereon for sixty days beyond the date of repayment. WITNESS my hand and seal this 27th day of January 1942 John L. Donovan . THE COMMONWEALTH OF MASSACHUSETTS Middlesex,ss. Arlington, January 27, 1942. Then personally appeared the above-named John L. Donovan and acknowledged the foregoing instrument to be his free act and deed, before me, John G. Brackett Justice of the Peace My commission expires October 5, 1945. -

Middlesex ss. Jan. 28, 1942. 8h. 30m. A.M. Rec'd & Recorded.

CITY OF MELROSE — In Board of Aldermen — Jan. 19,1942

AN ORDER — Taking of land on Damon Avenue for School Purposes. (Hesseltine Avenue School Lot)

CITY OF MELROSE

TAKING

Offered by Alderman Chester M. Cummings WHEREAS, public necessity and convenience require that the parcel of land hereinafter described shall be taken for school purposes. NOW, THEREFORE, the Board of Aldermen of the City of Melrose, acting for, and in behalf of, the said city under the provisions of Chapter 79 of the General Laws of the Commonwealth of Massachusetts, and all acts in amendments thereof or additional thereto, and under every other power it hereto enabling, hereby takes in

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fee for school purposes a certain parcel of land, now or formerly owned by Clarence Cochrane et al, and bounded and described as follows: Beginning at a point on the westerly line of Damon Avenue, said point being the P. C. of a curve and being one hundred thirty-three and sixty-eight one-hundredths (133.68) feet northerly from the P. C. at Ruggles Street; thence by said curve, radius five hundred twenty-eight and eighty-six one-hundredths (528.86) feet, bearing northerly and to the left one hundred five and forty-three one-hundredths (105.43) feet to a point on the westerly line of said Damon Avenue; thence northerly by said westerly line of Damon Avenue ten and eighty-three one-hundredths (10.83) feet to land now or formerly of Dawson; thence westerly by said land of Dawson twelve and seventy-seven one-hundredths (12.77) feet to land of the City of Melrose; thence southerly by land of said City of Melrose one hundred seventeen and twenty-nine one-hundredths (117.29) feet to the P. C. of a curve and point of beginning. The above description is of a parcel of land of Damon Avenue, known as Lot (A) and shown on plan entitled, "Plan of Damon Avenue in Melrose, Mass., dated January 26, 1929, John F. Rand C.E.", and recorded in the Middlesex South Registry of Deeds, Book 6285 Page 382. All structures and trees upon said parcel of land are included in this taking. No betterments are to be assessed for this improvement. The question of damages sustained by the owner or owners of the land taken in accordance with the foregoing having been duly considered, it is hereby determined that no damages have, or will be, sustained by reason of said taking and, therefore, none are awarded.

Jan. 19, 1942
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 0
Raymond H. Greenlaw
Clerk

Passed Jan. 19, 1942
Herman A. Black
President of the Board of Aldermen

Jan. 21, 1942
Approved
Carl A. Raymond
Mayor

Copy of Order No. 5325

A true copy, attest: Raymond H. Greenlaw City Clerk. (Corporate seal)

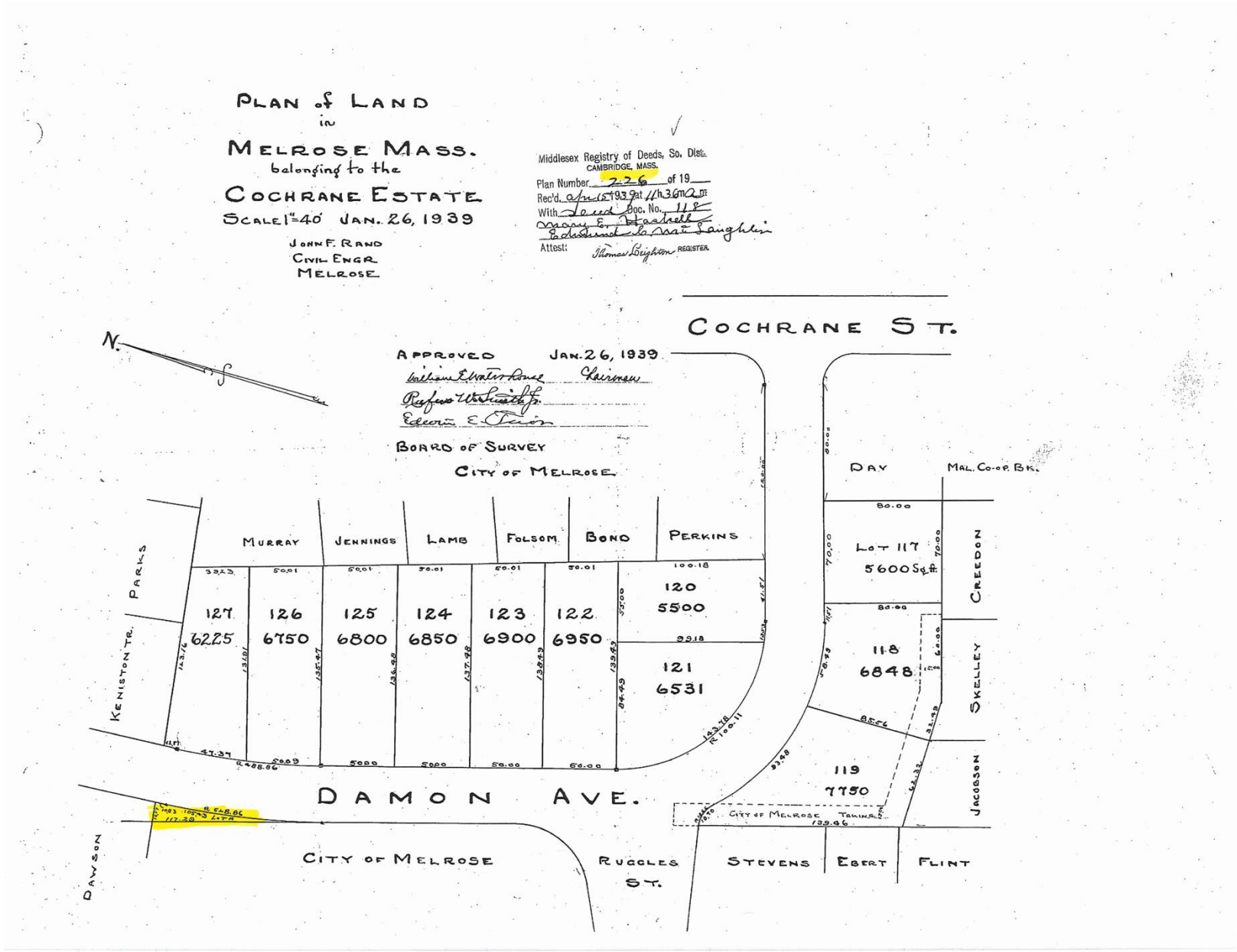
Middlesex ss. Jan. 28, 1942. 9h. 27m. A.M. Rec'd & Recorded.

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2 Brookline Federal Savings and Loan Association, formerly Coolidge Corner Co-operative Bank, a United States corporation doing business in Brookline, Norfolk County, Massachusetts, for consideration paid, grants to George Maynard Demmons of Newton, Middlesex County, Massachusetts, and Louise Kathryn Demmons, husband and wife, as tenants by the entirety, as follows, viz:- A certain lot or parcel of land with the buildings thereon situate on Austin Street in that part of said NEWTON, called Newtonville, shown as Lot #9 on a plan by E. S. Smillie, Surveyor,

BROOKLINE FEDERAL SAVS. AND LOAN ASSN.
to
DEMMONS et ux

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PLAN of LAND
in
MELROSE MASS.
belonging to the
COCHRANE ESTATE
SCALE 1"=40' JAN. 26, 1939
JOHN F. RAND
CIVIL ENGR
MELROSE
Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 236 of 19
Rec'd. April 6 1939 at 11h 36m P.M.
With Deed Doc. No. 118
Mary E. Hazlett
Conveyed to Grace Laughlin
Attest: Thomas Leighton REGISTER
N.
COCHRANE ST.
APPROVED JAN. 26, 1939
William Edwards Chairman
Rufus Wheelwright
Edwin E. Olson
BOARD OF SURVEY
CITY OF MELROSE
DAY
MAL. Co-op. Bk.
MURRAY
JENNINGS
LAMB
FOLSOM
BOND
PERKINS
PARKS
KENISTON TR.
127
6225
126
6750
125
6800
124
6850
123
6900
122
6950
120
5500
121
6531
Lot 117
5600 Sq. ft.
118
6848
CREEDON
SKELLEY
119
7750
JACOBSON
DAMON AVE.
CITY OF MELROSE
RUGGLES ST.
STEVENS
EBERT
FLINT
DAWSON
CITY OF MELROSE TAKING
139.66

Form A-2 5M 11-65

RW 13-60

BK 11349 PG 435

CITY OF MELROSE

In Board of Aldermen June 19, 1967

AN ORDER Taking premises numbered 23 Hesseltine Avenue, Lots A^3 and B, adjacent to Horace Mann School, for school purposes

Offered by Alderman V. Edward Perkins for the Committee on Education, Health and Public Welfare

The duly elected and qualified Board of Aldermen of the City of Melrose, in the County of Middlesex, having complied with all the preliminary requirements prescribed for the purpose hereinafter set forth, and having made an appropriation of money for the purpose; and, it being necessary and desirable to acquire said land for said purpose, adopts the following order of taking:-

BE IT ORDERED

that, in accordance with the provisions of Chapter 79 of the General Laws, as amended, there be, and there hereby is, taken, on behalf of said city for school purposes, a certain parcel of land, being the premises numbered 23 Hesseltine Avenue, adjacent to the Horace Mann School, owned now, or formerly, by Charles A. Kane, and more particularly bounded and described as follows:-

Lot A^3 - Bk 131 Pg 89

Beginning at a point on the easterly line of Hesseltine Avenue, said point being thirty-six and twelve one hundredths (36.12) feet from an angle in said street, and being on the dividing line between land of Andrew C. and Mary A. Williams and land of Charles A. Kane; thence easterly along land of Andrew C. and Mary A. Williams one hundred twenty-one and twenty-one one hundredths (121.21) feet to land of Leonore H. Simonds; thence northwesterly along land of Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to land of Frank D. Rydant; thence westerly along land of said Frank D. Rydant forty-two and seventy one hundredths (42.70) feet to the easterly line of Hesseltine Avenue; thence southerly by said easterly line of Hesseltine Avenue one hundred and eight (108.00) feet to point of beginning and containing eleven thousand and eighty-eight (11,088) square feet and being Lot A^3 shown on Land Court Plan 4842 F, filed with Land Court, Certificate ~~525h~~ in Book ~~139~~, Page ~~89~~ cancelled

" 60979 " 407 " 33

Lot B

Beginning at a point on the southerly dividing line of land belonging to Frank D. Rydant, said point being forty-two and seventy one hundredths (42.70) feet easterly from the easterly line of Hesseltine Avenue; thence easterly along said dividing line fifty-eight (58.00) feet to an angle; thence northerly by land of said Frank D. Rydant sixty (60.00) feet to land of Arnold C. and Barbara J. Wilson; thence easterly along land of said Arnold C. and Barbara J. Wilson fourteen and fifty one hundredths (14.50) feet to an angle; thence northerly along land of said Arnold C. and Barbara J. Wilson sixty (60.00) feet to land of City of Melrose; thence easterly along land of City of Melrose three hundred eighty-one and sixty-nine one hundredths (381.69) feet to the westerly line of Ruggles Street; thence southerly along said westerly line of Ruggles Street five (5.00) feet to land of Ellen E. Fogg; thence westerly by land of said Ellen E. Fogg

(continued)

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one hundred (100.00) feet to an angle; thence southerly along land of said Ellen E. Fogg and land of Dorothy L. Lightbown, land of Raymond F. and Lucie F. Risser and land of Max Solomon, one hundred and ninety (190.00) feet to land of Irving W. and Mildred N. Bray; thence westerly along land of said Irving W. and Mildred N. Bray forty-four (44.00) feet to land of Joseph S. and Mary Nutter; thence northerly along land of said Joseph S. and Mary Nutter forty (40.00) feet to an angle; thence westerly along land of said Joseph S. and Mary Nutter fifty and twenty-five one hundredths (50.25) feet to land of Leonore H. Simonds; thence northerly along land of said Leonore H. Simonds sixty-five (65.00) feet to an angle; thence westerly along land of said Leonore H. Simonds one hundred and two (102.00) feet to land of Charles A. Kane; thence northwesterly along land of said Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to point of beginning and containing fifty-nine thousand and forty (59,040) plus or minus square feet.

The foregoing descriptions are of two parcels of land in the City of Melrose shown on plan of same entitled, "Plan of Land in Melrose, Mass., showing land to be taken for school purposes, dated March 8, 1967, George R. Winters, Engineer and Superintendent, Melrose Public Works Department", to be recorded herewith.

The description given in this order of taking conforms to the deed of the parcel taken and the plan to be recorded herewith is a true survey of said parcel.

All trees and structures in said parcel of land are included in this taking. Interest in said land is taken in fee simple thereof.

We estimate and determine the damages sustained by the said Charles A. Kane, or his successors, in his, or their, property by reason of said taking to be in the amount of twenty-five thousand three hundred forty-two dollars and fifteen cents ($25,342.15) said amount including the sum of three hundred forty-two dollars and fifteen cents ($342.15) estimated to be equal to that portion of the tax, which it is estimated will be assessed upon said parcel in the year 1967, apportioned pro rata according to the number of days in said year after such taking. It being understood that if said Charles A. Kane is not such owner and entitled to such damages, the said award to be made to the true owner or owners.

The owner, or owners, of said land, or of any interest therein may request an offer pursuant to Section 8 A of Chapter 79 of the General Laws, of settlement of all damages for such taking within six months from the date when the right to damages vests; and may petition the Superior Court to determine their damages within two years from the date of the recording of this order of taking.

June 19, 1967
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 2
Paul J. Barter
Clerk

Passed June 19, 1967
David H. Schmidt, Jr.
President of the Board of Aldermen

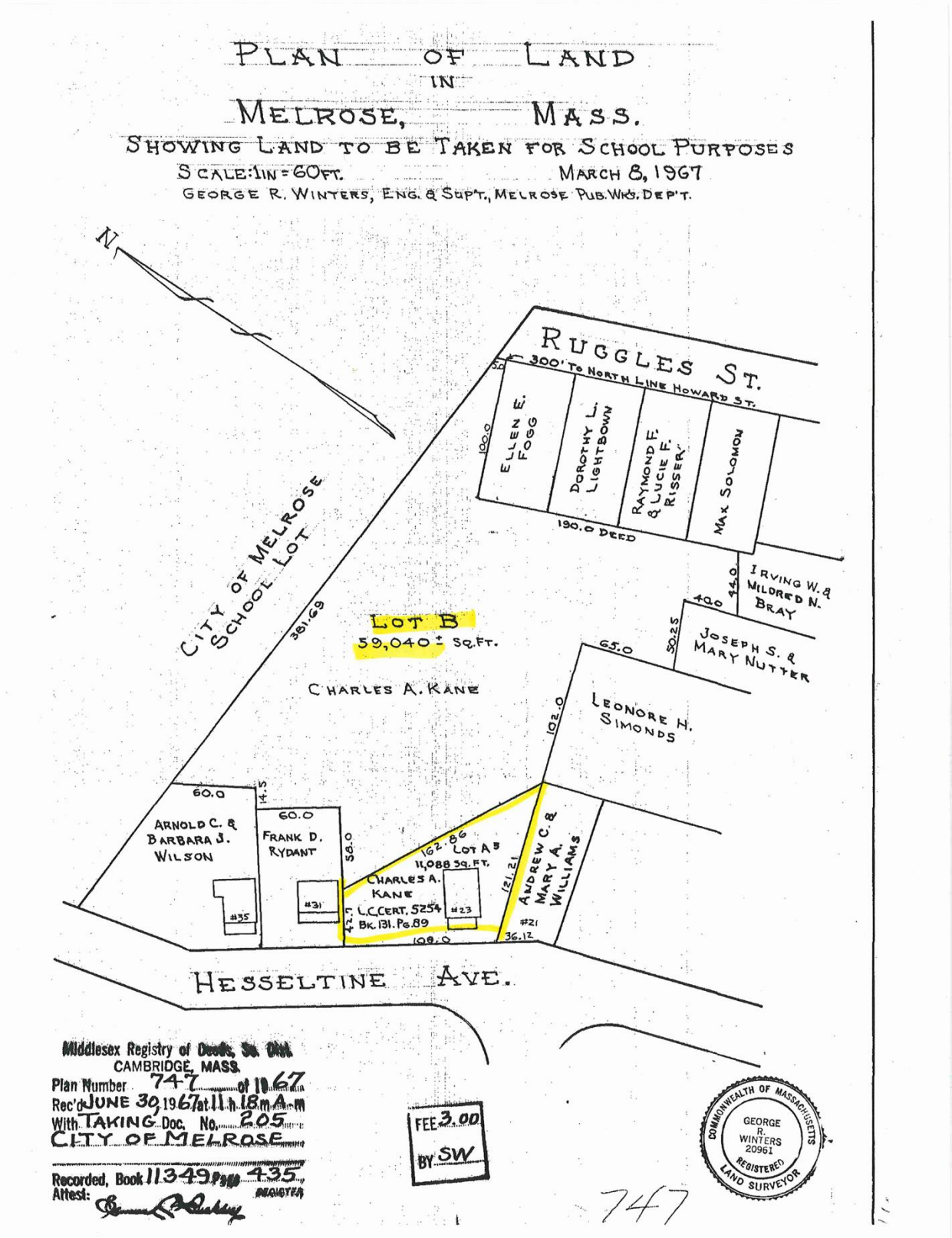
Approved June 21, 1967
Paul S. Maitses, Jr.
Mayor

Copy of Order No, 15822-A

A true copy
Attest:

Paul J. Barter, City Clerk

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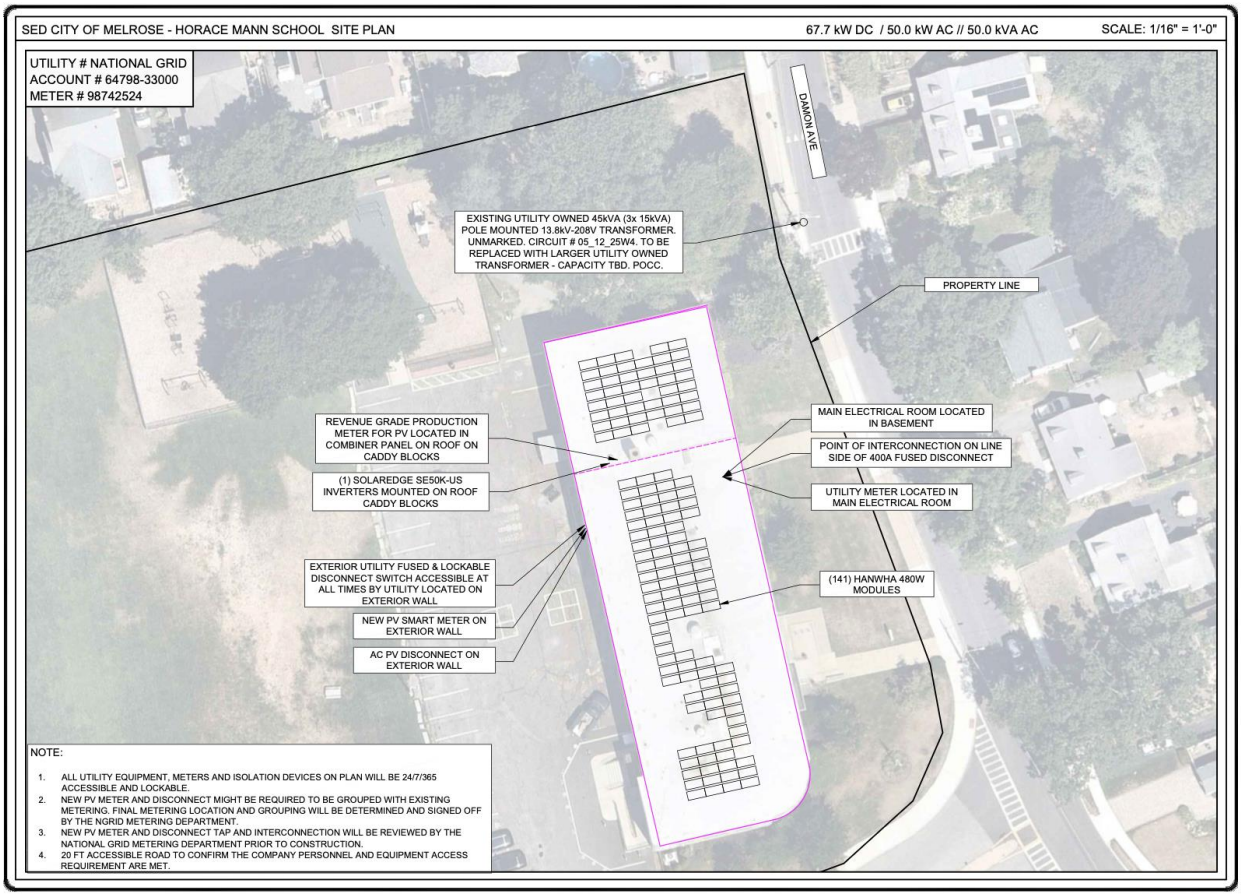
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EXHIBIT D

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.



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EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

The Project will be comprised of a series of solar photovoltaic equipment and parts integrated to the main electric service at the building, behind the utility meter, and interconnected to the Local Electric Utility's electricity distribution system. Main equipment components of the Project include:

- Roughly 141 x 480W Tier 1 Solar modules or equivalent
- Roughly 1 x solar inverters or equivalent
- Ballasted roof racking systems or equivalent
- Rapid shutdown system
- Solar kWh meter and monitoring system, connected to Host-provided internet service
- Combiners, Disconnects, Conduit, Switches, Pipe and Wire, and Balance of System materials.

Equipment list may change during the course of the Project

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EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows:

Year	Estimated Production (kWh)	Year	Estimated Production (kWh)
1	78,451	11	74,241
2	78,019	12	73,833
3	77,590	13	73,427
4	77,163	14	73,023
5	76,739	15	72,621
6	76,317	16	72,222
7	75,897	17	71,825
8	75,480	18	71,430
9	75,064	19	71,037
10	74,652	20	70,646

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

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EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars ($1,000,000) for each occurrence, and two million dollars ($2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than $1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

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Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: $1,000,000 for each occurrence and $2,000,000 aggregate.

- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.

- Auto coverage not less than one million dollars ($1,000,000) each accident for bodily injury and property damage, and x million dollars ($1,000,000) in the aggregate.

- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars ($1,000,000) and two million dollars ($2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

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LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of _____, 20__, (the "**Effective Date**") by and between City of Melrose ("**Host**"), and Solect Energy Development LLC ("**Provider**") a limited liability company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider's participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the properties located and described in Exhibit A (the "**Site**" or the "**Property**") and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the "**Premises**") available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the "**Project"**); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the "**PPA**") describing the power sales arrangement between the Parties.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.

2. TERM.

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(c) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have access rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

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3. LEASE RIGHTS.

(a) Lease Access Specifications; Easement Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the "**Permitted Uses**"), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following Access Rights with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive easement for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right and easement to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(iii) Solar Easement. An easement to receive direct sunlight and solar energy, pursuant to which Host shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Provider's reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the Project at all hours of the day. The solar easement granted herein includes rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Easement. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and

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quietly have, hold, occupy and enjoy the Premises, use of the Easements and Access Rights, and any other rights granted by this Lease twenty-four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Access Rights.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the land records regarding its Access Rights under this Lease.

4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable

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Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, except as follows: Complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.

(a) Provider and its contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.

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(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

(i) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing

(ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: Host shall perform complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions and, if the parties cannot agree to a good faith rate adjustment after thirty (30) days, Provider shall have the right to terminate this Lease and the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings, and specifications relating to such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed.

(h) For rooftop projects only, Host shall, at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, including all building structural portions, and portions of the Property subject to Access Rights. Host shall perform all maintenance, repairs and replacements required under this subsection (h) (collectively, the "**Maintenance**") promptly after

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Host learns of the need for such Maintenance, but in any event within thirty (30) days after Provider gives written notice to Host of the need for such Maintenance, and shall coordinate any Maintenance with Provider if such Maintenance requires access to the Premises; provided, however, that in cases of emergency, Host shall perform Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Host shall reimburse Provider for any damage to the Project caused by Host's Maintenance activities.

(i) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property.

(j) Provider shall, at Provider's expense, comply with all laws and regulations applicable to Provider's installation and operation of the Project at the Property, and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the term of this Lease, with all such permits and approvals.

(k) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided, however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(l) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer licensed and qualified where the Project is located to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(m) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.

(n) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have

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found the same satisfactory. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

6. RENT. In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

7. INTENTIONALLY OMITTED.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider, and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property

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of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a "**Mortgage**," and the holder thereof from time to time the "**Holder**") encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a "Successor"), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider's Access Rights and the priority of Provider's (and/or Financing Party's rights) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host's expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

9. REMOVAL AT END OF TERM.

Subject to Host's exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than one hundred eighty (180) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

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10. RELOCATION; CLOSURE OR SALE OF SITE.

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

11. TAXES.

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

12. INSURANCE.

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.

(a) Cooperation. Section 13(a) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify, or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project.

(d) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the

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expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) five years or (ii) the remaining term of this Lease without regard to Host's option to purchase the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants, and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security, and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

15. INDEMNIFICATION.

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

16. REPRESENTATIONS AND WARRANTIES.

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

17. FORCE MAJEURE; CASUALTY.

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

18. INTENTIONALLY OMITTED.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

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20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

22. LIMITATIONS ON DAMAGES.

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

23. DISPUTE RESOLUTION.

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

24. NOTICES.

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

25. MISCELLANEOUS.

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): _____

Title: _____

HOST, City of Melrose

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Melrose_____

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EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

Property Description: The real property located at 40 DAMON AVE, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 5321, Page 221, and in Book 6575, Page 390, and in Book 11349, Page 435.



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shown on Plan of Land in Melrose, Mass., belonging to City of Melrose and Clara M. Shepherdson, Frank Emerson, Engineer and Superintendent of Public Works, August 20, 1928, to be recorded herewith, together with all rights of the grantor in that part of said Ell Pond included between the extensions of the northerly and southerly boundary lines of the granted premises. WITNESS my hand and seal this day of January 25th, 1929. Clara M. Shepherdson (seal) COMMONWEALTH OF MASSACHUSETTS. Middlesex ss. January 25th, 1929. Then personally appeared the above named Clara M. Shepherdson and acknowledged the foregoing instrument to be her free act and deed, before me, George W. Rogers, Notary Public. (Notarial seal) My commission expires April 1st, 1932. - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded.

SEE PLAN NO. 72 OF 1929

CITY OF MELROSE TAKING

CITY OF MELROSE. In Board of Aldermen, December 28, 1928. Offered by Alderman Mary L. Barrows. BE IT ORDERED WHEREAS, public necessity and convenience require that the parcel of land hereinafter described be taken for school purposes, and a proper appropriation therefor has been made; and WHEREAS all parties interested have been notified and a hearing had in accordance with the law; NOW, THEREFORE, the City of Melrose hereby takes in fee for school purposes the following parcel of land situated in said MELROSE and bounded and described as follows: Beginning at a point on the easterly line of Hesseltine Avenue, said point being a cedar stake eighty-eight and twenty-four one-hundredths (88.24) feet north from an angle in said Hesseltine Avenue; thence turning, including an angle of 106° 57', and running easterly over land of Ruggles six hundred and fifty-seven one-hundredths (600.57) feet to land of Watkins; thence easterly, including an angle of 159° 43' 30", by said land of Watkins sixty-three and twenty-eight one-hundredths(63.28) feet to land now or late of Cochrane; thence northerly by said land of Cochrane three hundred seventy-two and ninety-six one-hundredths(372.96) feet to a drill hole; thence turning, including an angle of 97° 56' 57" and running westerly by land now or late of said Cochrane four hundred eighty-five and sixty-two one-hundredths (485.62) feet to land of O'Connell; thence southerly by lands of O'Connell and of MacKeil one hundred ten (110) feet; thence westerly by land of said MacKeil one hundred (100) feet to said easterly line of Hesseltine Avenue; thence southerly along said easterly line of Hesseltine Avenue eighty-seven and twenty-four one-hundredths (87.24) feet to said stake, and point of beginning, containing one hundred twenty-eight thousand two hundred and twelve

See plan opposite

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(128,212) square feet more or less. The above description is of a parcel of land situated east of Hesseltine Avenue, and is intended to conform with a plan of the same made by Frank Emerson, Engr. & Supt. Public Works of the City of Melrose, dated December 1, 1928, to be recorded herewith. No betterments are to be assessed in respect to this taking. No trees upon the said land nor any structures affixed thereto are included in this taking, and if there be any trees or structures upon said land, the owner thereof is hereby allowed ten days in which to remove the same. So far as known to this Board, Charles E. Ruggles is the owner of land hereby taken, and damages are hereby awarded to said owner in the sum of $8000.00. Passed Dec. 28, 1928. Alfred C. Malm, President of the Board of Aldermen. Dec. 28/1928. In Board of Aldermen. Ordained R. C. 9-0. Dec.31.'28. Victor C. Kirmes, Clerk. Order 18566-B. Approved. Albert M. Tibbetts, Mayor. -

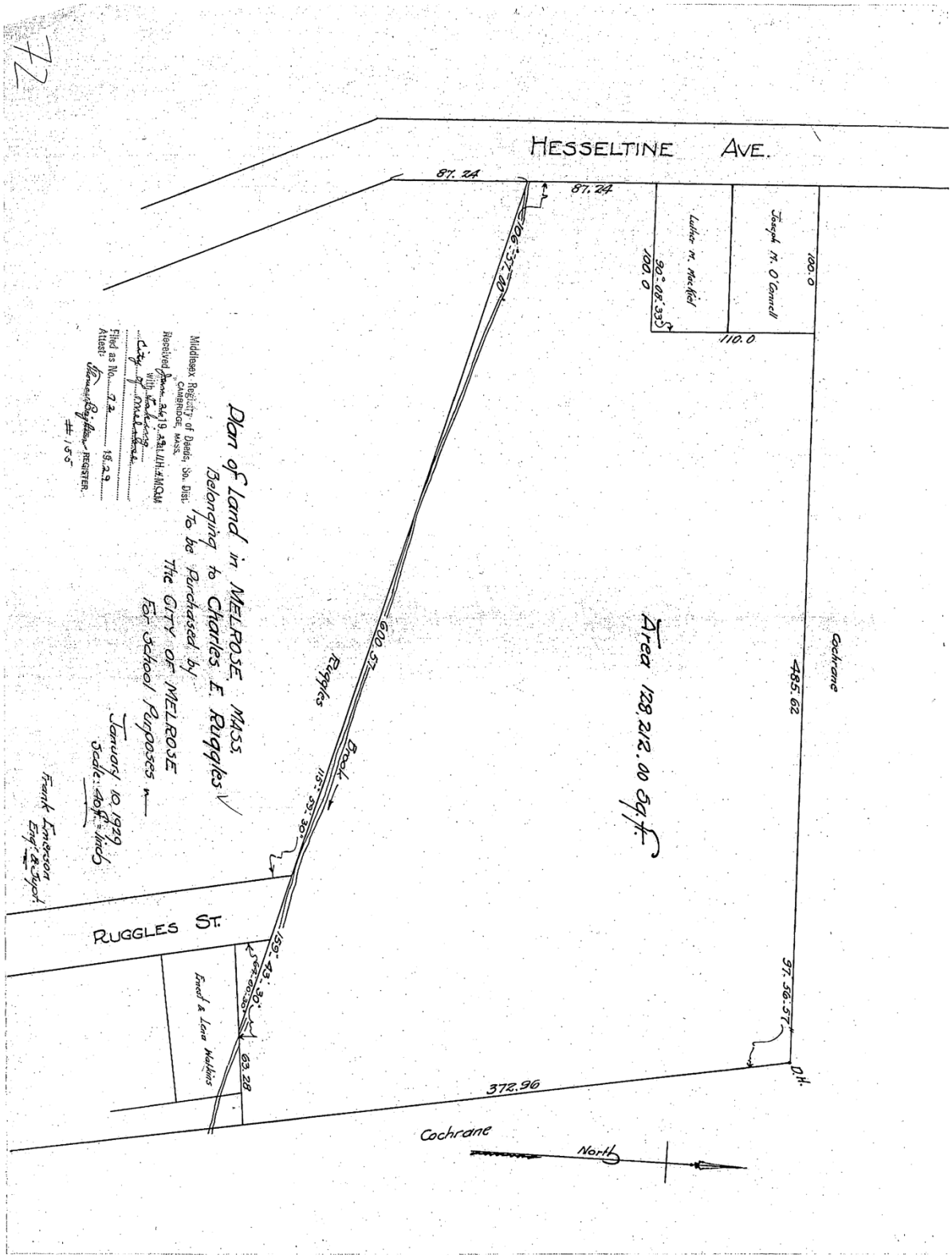
Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded. "Dec. 31,'28" interlined.

CITY OF MELROSE TAKING

CITY OF MELROSE. In Board of Aldermen, December 17th, 1928. Offered by Alderman Milano for the Highway Committee. BE IT ORDERED WHEREAS, public necessity and convenience requires that a public street or way should be laid out and constructed upon the parcel of land hereinafter described, and WHEREAS, all parties interested have been duly notified and a hearing had, in accordance with law, NOW, THEREFORE, the City of Melrose hereby takes for highway purposes the following parcel of land situated in said MELROSE and bounded and described as follows, to wit:- Beginning at a point on the easterly line of Wentworth Road, said point being sixteen (16) feet southerly from the dividing line of Lots 41 and 42 on a plan to be recorded herewith; thence north and easterly by a curve, radius one hundred nineteen and seven one-hundredths (119.07)feet, bearing to the right one hundred fifteen and eighty-nine one-hundredths (115.89) feet; thence easterly on a tangent to said curve one hundred twenty and nine one-hundredths (120.09) feet to the southerly line of Pine Street, as accepted; thence westerly on said southerly line of said Pine Street eighty-two and thirty-three one-hundredths (82.33) feet; thence northerly on the westerly end of said Pine Street, as accepted, thirty (30) feet to the northerly line of said Pine Street as accepted; thence westerly on the prolongation of said northerly line of Pine Street seventy-three and forty one-hundredths (73.40) feet to a curve; thence by said curve, radius eight and ninety-three one-hundredths (8.93) feet, bearing to the right eighteen and forty-six one-hundredths (18.46) feet

See plan opposite SEE PLAN NO. 73 OF 1929

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the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof. For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale. In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or part. Wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine. In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge interest thereon for sixty days beyond the date of repayment. WITNESS my hand and seal this 27th day of January 1942 John L. Donovan . THE COMMONWEALTH OF MASSACHUSETTS Middlesex,ss. Arlington, January 27, 1942. Then personally appeared the above-named John L. Donovan and acknowledged the foregoing instrument to be his free act and deed, before me, John G. Brackett Justice of the Peace My commission expires October 5, 1945. -

Middlesex ss. Jan. 28, 1942. 8h. 30m. A.M. Rec'd & Recorded.

CITY OF MELROSE

TAKING

CITY OF MELROSE In Board of Aldermen Jan. 19,1942

AN ORDER Taking of land on Damon Avenue for School Purposes. (Hesseltine Avenue School Lot)

Offered by Alderman Chester M. Cummings WHEREAS, public necessity and convenience require that the parcel of land hereinafter described shall be taken for school purposes. NOW, THEREFORE, the Board of Aldermen of the City of Melrose, acting for, and in behalf of, the said city under the provisions of Chapter 79 of the General Laws of the Commonwealth of Massachusetts, and all acts in amendments thereof or additional thereto, and under every other power it hereto enabling, hereby takes in

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fee for school purposes a certain parcel of land, now or formerly owned by Clarence Cochrane et al, and bounded and described as follows: Beginning at a point on the westerly line of Damon Avenue, said point being the P. C. of a curve and being one hundred thirty-three and sixty-eight one-hundredths (133.68) feet northerly from the P. C. at Ruggles Street; thence by said curve, radius five hundred twenty-eight and eighty-six one-hundredths (528.86) feet, bearing northerly and to the left one hundred five and forty-three one-hundredths (105.43) feet to a point on the westerly line of said Damon Avenue; thence northerly by said westerly line of Damon Avenue ten and eighty-three one-hundredths (10.83) feet to land now or formerly of Dawson; thence westerly by said land of Dawson twelve and seventy-seven one-hundredths (12.77) feet to land of the City of Melrose; thence southerly by land of said City of Melrose one hundred seventeen and twenty-nine one-hundredths (117.29) feet to the P. C. of a curve and point of beginning. The above description is of a parcel of land of Damon Avenue, known as Lot (A) and shown on plan entitled, "Plan of Damon Avenue in Melrose, Mass., dated January 26, 1929, John F. Rand C.E.", and recorded in the Middlesex South Registry of Deeds, Book 6285 Page 382. All structures and trees upon said parcel of land are included in this taking. No betterments are to be assessed for this improvement. The question of damages sustained by the owner or owners of the land taken in accordance with the foregoing having been duly considered, it is hereby determined that no damages have, or will be, sustained by reason of said taking and, therefore, none are awarded.

Jan. 19, 1942
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 0
Raymond H. Greenlaw
Clerk

Passed Jan. 19, 1942
Herman A. Black
President of the Board of Aldermen

Jan. 21, 1942
Approved
Carl A. Raymond
Mayor

Copy of Order No. 5325

A true copy, attest: Raymond H. Greenlaw City Clerk. (Corporate seal)

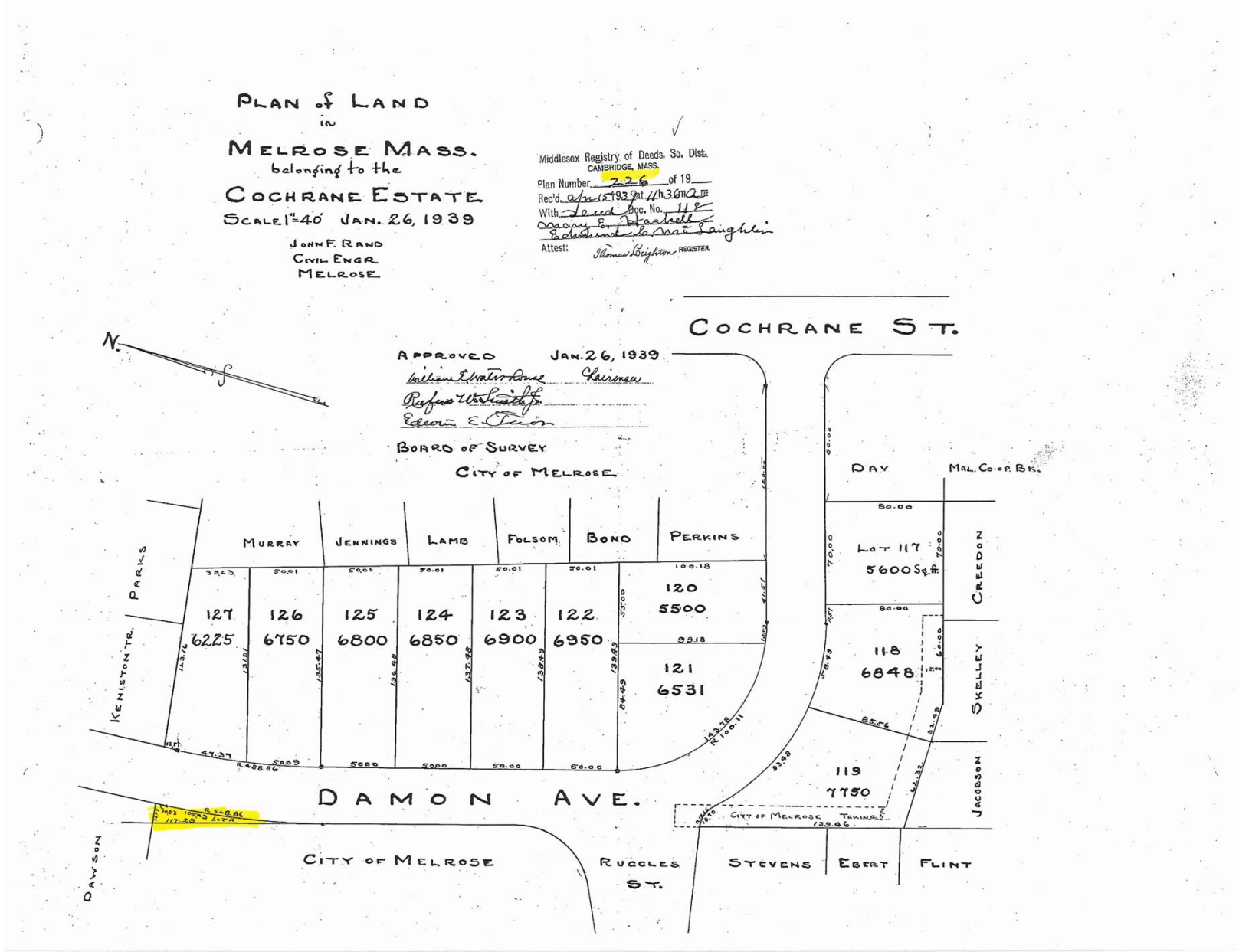
Middlesex ss. Jan. 28, 1942. 9h. 27m. A.M. Rec'd & Recorded.

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2 Brookline Federal Savings and Loan Association, formerly Coolidge Corner Co-operative Bank, a United States corporation doing business in Brookline, Norfolk County, Massachusetts, for consideration paid, grants to George Maynard Demmons of Newton, Middlesex County, Massachusetts, and Louise Kathryn Demmons, husband and wife, as tenants by the entirety, as follows, viz:- A certain lot or parcel of land with the buildings thereon situate on Austin Street in that part of said NEWTON, called Newtonville, shown as Lot #9 on a plan by E. S. Smillie, Surveyor,

BROOKLINE FEDERAL SAVS. AND LOAN ASSN.
to
DEMMONS et ux

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PLAN of LAND
in
MELROSE MASS.
belonging to the
COCHRANE ESTATE
SCALE 1"=40' JAN. 26, 1939
JOHN F. RAND
CIVIL ENGR
MELROSE
Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 236 of 19
Rec'd. April 6 1939 at 11h 36m P.M.
With Deed Doc. No. 118
Mary E. Haskell
Conveyed to Grace Laughlin
Attest: Thomas Leighton REGISTER
COCHRANE ST.
N.
APPROVED JAN. 26, 1939
William Edwards Chairman
Rufus Wyman
Edwin E. Olson
BOARD OF SURVEY
CITY OF MELROSE
DAY
MAL. Co-op. Bk.
MURRAY
JENNINGS
LAMB
FOLSOM
BOND
PERKINS
PARKS
KENISTON TR.
127
6225
126
6750
125
6800
124
6850
123
6900
122
6950
120
5500
121
6531
Lot 117
5600 Sq. ft.
118
6848
119
7750
CREEDON
SKELLEY
JACOBSON
DAMON AVE.
CITY OF MELROSE
RUGGLES ST.
STEVENS
EBERT
FLINT
DAWSON
CITY OF MELROSE TAKING
139.66

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Form A-2 5M 11-65

RW 13-L 0

BK 11349 PG435

CITY OF MELROSE

In Board of Aldermen June 19, 1967

AN ORDER Taking premises numbered 23 Hesseltine Avenue, Lots A^3 and B, adjacent to Horace Mann School, for school purposes

Offered by Alderman V. Edward Perkins for the Committee on Education, Health and Public Welfare

The duly elected and qualified Board of Aldermen of the City of Melrose, in the County of Middlesex, having complied with all the preliminary requirements prescribed for the purpose hereinafter set forth, and having made an appropriation of money for the purpose; and, it being necessary and desirable to acquire said land for said purpose, adopts the following order of taking:-

BE IT ORDERED

that, in accordance with the provisions of Chapter 79 of the General Laws, as amended, there be, and there hereby is, taken, on behalf of said city for school purposes, a certain parcel of land, being the premises numbered 23 Hesseltine Avenue, adjacent to the Horace Mann School, owned now, or formerly, by Charles A. Kane, and more particularly bounded and described as follows:-

Lot A^3 - Plan 131 of 60

Beginning at a point on the easterly line of Hesseltine Avenue, said point being thirty-six and twelve one hundredths (36.12) feet from an angle in said street, and being on the dividing line between land of Andrew C. and Mary A. Williams and land of Charles A. Kane; thence easterly along land of Andrew C. and Mary A. Williams one hundred twenty-one and twenty-one one hundredths (121.21) feet to land of Leonore H. Simonds; thence northwesterly along land of Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to land of Frank D. Rydant; thence westerly along land of said Frank D. Rydant forty-two and seventy one hundredths (42.70) feet to the easterly line of Hesseltine Avenue; thence southerly by said easterly line of Hesseltine Avenue one hundred and eight (108.00) feet to point of beginning and containing eleven thousand and eighty-eight (11,088) square feet and being Lot A^3 shown on Land Court Plan 4842 F, filed with Land Court, Certificate ~~525h~~ in Book ~~139~~, Page ~~89~~ amended

" 60979 " 407 " 33

Lot B

Beginning at a point on the southerly dividing line of land belonging to Frank D. Rydant, said point being forty-two and seventy one hundredths (42.70) feet easterly from the easterly line of Hesseltine Avenue; thence easterly along said dividing line fifty-eight (58.00) feet to an angle; thence northerly by land of said Frank D. Rydant sixty (60.00) feet to land of Arnold C. and Barbara J. Wilson; thence easterly along land of said Arnold C. and Barbara J. Wilson fourteen and fifty one hundredths (14.50) feet to an angle; thence northerly along land of said Arnold C. and Barbara J. Wilson sixty (60.00) feet to land of City of Melrose; thence easterly along land of City of Melrose three hundred eighty-one and sixty-nine one hundredths (381.69) feet to the westerly line of Ruggles Street; thence southerly along said westerly line of Ruggles Street five (5.00) feet to land of Ellen E. Fogg; thence westerly by land of said Ellen E. Fogg

(continued)

MAY 30-67 AM 11:18 20SR * 13.00

SEE PLAN IN RECORD BOOK 11349 PAGE 435

BK 11349 PG436

one hundred (100.00) feet to an angle; thence southerly along land of said Ellen E. Fogg and land of Dorothy L. Lightbown, land of Raymond F. and Lucie F. Risser and land of Max Solomon, one hundred and ninety (190.00) feet to land of Irving W. and Mildred N. Bray; thence westerly along land of said Irving W. and Mildred N. Bray forty-four (44.00) feet to land of Joseph S. and Mary Nutter; thence northerly along land of said Joseph S. and Mary Nutter forty (40.00) feet to an angle; thence westerly along land of said Joseph S. and Mary Nutter fifty and twenty-five one hundredths (50.25) feet to land of Leonore H. Simonds; thence northerly along land of said Leonore H. Simonds sixty-five (65.00) feet to an angle; thence westerly along land of said Leonore H. Simonds one hundred and two (102.00) feet to land of Charles A. Kane; thence northwesterly along land of said Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to point of beginning and containing fifty-nine thousand and forty (59,040) plus or minus square feet.

The foregoing descriptions are of two parcels of land in the City of Melrose shown on plan of same entitled, "Plan of Land in Melrose, Mass., showing land to be taken for school purposes, dated March 8, 1967, George R. Winters, Engineer and Superintendent, Melrose Public Works Department", to be recorded herewith.

The description given in this order of taking conforms to the deed of the parcel taken and the plan to be recorded herewith is a true survey of said parcel.

All trees and structures in said parcel of land are included in this taking. Interest in said land is taken in fee simple thereof.

We estimate and determine the damages sustained by the said Charles A. Kane, or his successors, in his, or their, property by reason of said taking to be in the amount of twenty-five thousand three hundred forty-two dollars and fifteen cents ($25,342.15) said amount including the sum of three hundred forty-two dollars and fifteen cents ($342.15) estimated to be equal to that portion of the tax, which it is estimated will be assessed upon said parcel in the year 1967, apportioned pro rata according to the number of days in said year after such taking. It being understood that if said Charles A. Kane is not such owner and entitled to such damages, the said award to be made to the true owner or owners.

The owner, or owners, of said land, or of any interest therein may request an offer pursuant to Section 8 A of Chapter 79 of the General Laws, of settlement of all damages for such taking within six months from the date when the right to damages vests; and may petition the Superior Court to determine their damages within two years from the date of the recording of this order of taking.

June 19, 1967
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 2
Paul J. Barter
Clerk

Passed June 19, 1967
David H. Schmidt, Jr.
President of the Board of Aldermen

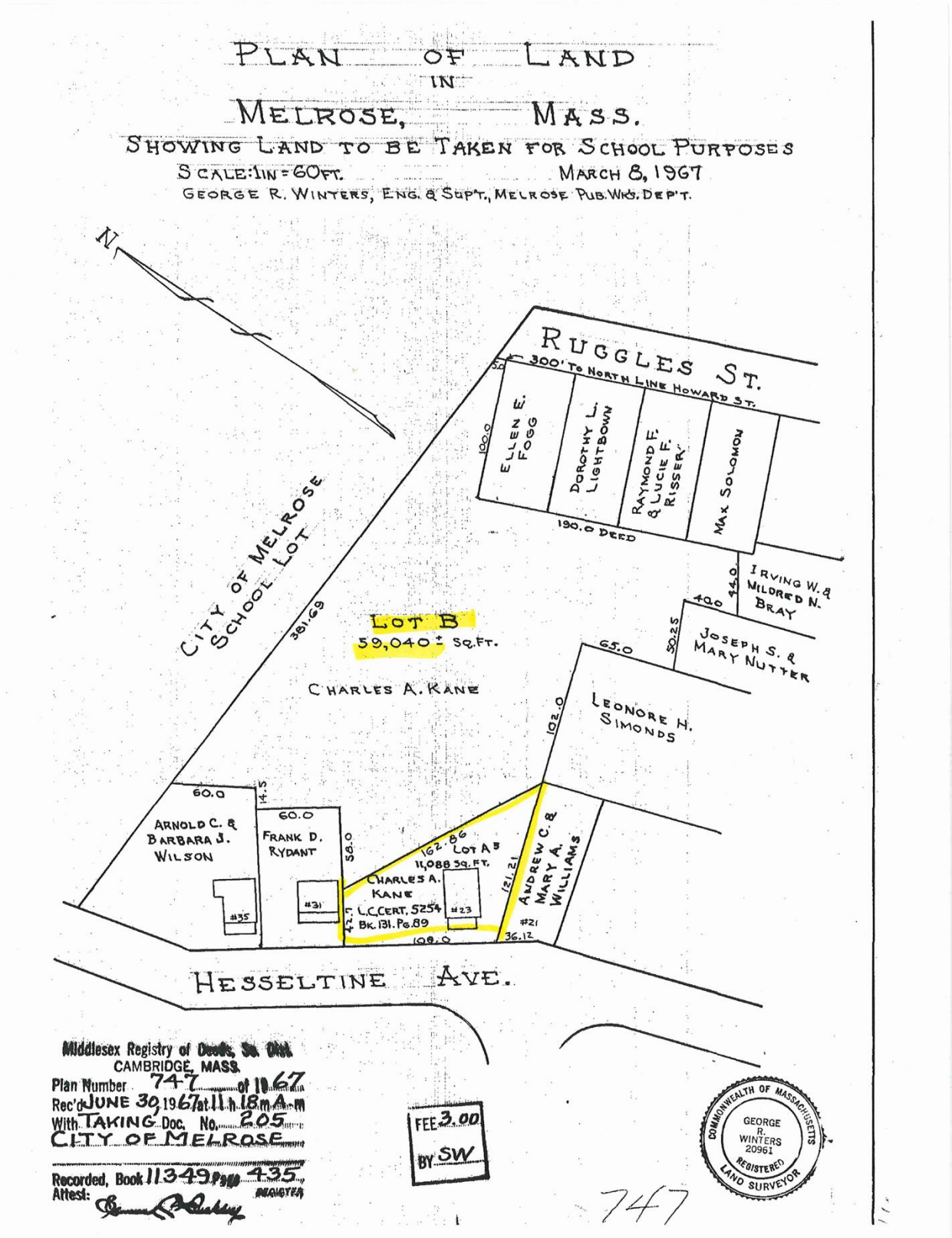
Approved June 21, 1967
Paul S. Waitses, Jr.
Mayor

Copy of Order No, 15822-A

A true copy
Attest:

Paul J. Barter, City Clerk

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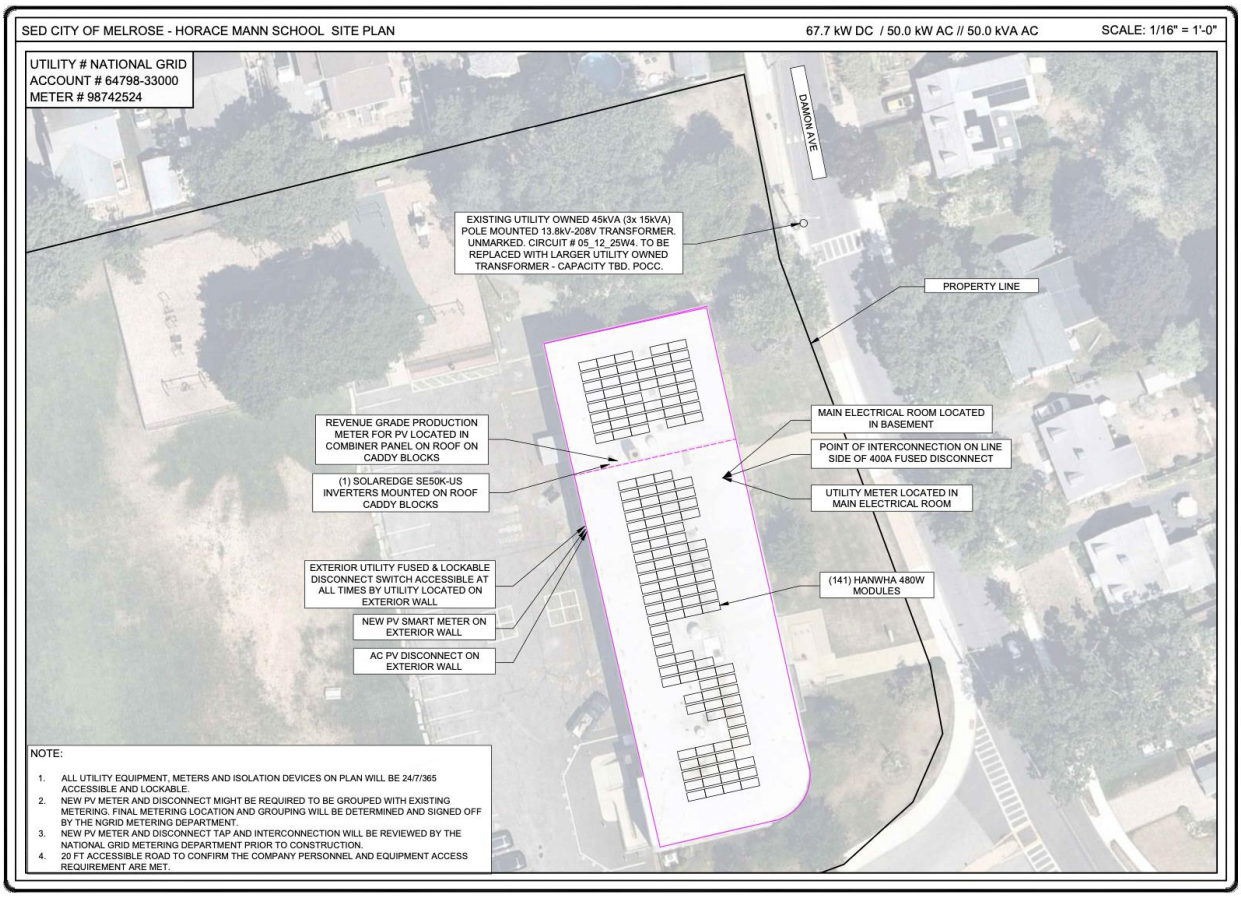
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EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.



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EXHIBIT C to Lease Agreement
Form of Notice of Lease
[On following Page]

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

[insert address]

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described lease and easements:

Parties to the [insert name of lease agreement] (the "Lease"):

Host/Landlord:

Provider/Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

Property Description: The real property located at [Street], [Town, State Zip] described on the attached Exhibit A (the "Property"). For Landlord's title see Deed recorded with the [__Insert County___] [Registry of Deeds/Land Records] in [Book _____, Page _____] [Certificate of Title No_____].

Description of Leased Premises: A portion of the Property as described on the attached Exhibit B where solar equipment will be installed and accessed for the term of the agreement, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property. (the "Lease Area")

Date of Execution of the Lease: _____ (the "Effective Date").

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Term of Lease:

The Term of the Lease includes a Development Period, Operations Period and Decommissioning Period. The Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, the Operations Period shall continue until 11:59 p.m. on the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date, as defined in the Lease, unless the Tenant exercises the Options to Extend, in which case the Term of Lease shall include the Development Period, the Operations Period, the [Extension Terms] and the Decommissioning Period.

Options to Extend:

Tenant shall have the right to extend the Term of the Lease for [_____] year terms.

Decommissioning Period

Tenant shall remove the System within 180 days of the termination of the Lease, (provided that if such 180 day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31) whereupon the Lease shall expire and shall be of no further force and effect

Easements.

(a) Under the Lease, Landlord granted the easements (the "Easements") to Tenant described in Exhibit C across and burdening the Property.

(b) Landlord's grant of Easements in the Lease shall commence on the Effective Date and end upon termination of the Decommissioning Period.

Ownership of the Facility.

Landlord shall have no right, title or interest in the solar energy facility (as defined in the Lease) ("Project") or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the

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actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____ __, 202_.

LANDLORD:
[insert name of Landlord]

By: _____XXXXX_____
Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, the _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of _____.

_____XXXXX_____
Notary Public
My Commission Expires:

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TENANT:
Solect Energy Development LLC

By: _____
James R. Dumas, CFO, an Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ date of _____, 2020, before me, the undersigned notary public, personally appeared James R. Dumas, CFO of Solect Energy Development LLC, and an Authorized Signatory, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CFO of Solect Energy Development LLC, a Massachusetts limited liability company and the voluntary act of the company.

_____XXXXX_____
Notary Public
My Commission Expires:

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EXHIBIT A

PROPERTY DESCRIPTION

Property Address: [insert property address]

[insert legal description plus deed reference, book and page or Certificate of Title]

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EXHIBIT B

LEASE AND EASEMENT AREA DESCRIPTION

The Lease and Easement Area shall mean the areas of the Property delineated in the Site Plan below.

[insert site plan]

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EXHIBIT C

EASEMENTS [update with Easements/Access Rights per lease and PPA]

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EXHIBIT D to Lease Agreement

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____("Lender"), _____("Landlord"), and Solect Energy Development LLC, ("Tenant").

W I T N E S S E T H

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the

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Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Notwithstanding the foregoing, Lender shall not be: (i) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord unless such fact, circumstance or condition shall continue after such succession; or (ii) subject to any offsets, claims or defenses which Tenant might have against Landlord, except as set forth in the Lease.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.

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9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

If to Landlord:

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]

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IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC

By:_____XXXXX_____
Printed Name:
Title:

LANDLORD:

By:_____XXXXX_____
Printed Name:
Title:

LENDER:

By:_____XXXXX_____
Printed Name:
Title:

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8410 Education, Public Safety and Substance Abuse Stabilization Fund Proposal

City of Melrose Health and Human Services

Prevention and Wellness

The City of Melrose Health and Human Services (HHS) Department proposes to utilize the revenue in the stabilization fund for citywide public health prevention and wellness initiatives, including cannabis education, public safety, and recovery coaching.

The staff person who will lead this work and is proposed to be paid out of this fund beginning January 2023, is a 15-year HHS employee, Kara Showers. Kara is a Certified Health Education Specialist with a Masters Degree in Public Health. As the Prevention and Wellness Coordinator in HHS, Kara is responsible for:

- Leading and managing chronic disease prevention and community health initiatives, using a public health lens.
- Coordinating prevention grants.
- Assessing the public health needs of the Melrose community.
- Supporting prevention service programs related to substance use and mental health.

In Massachusetts, cannabis & marijuana use are on the rise from youth to senior citizen populations. *(The word "cannabis" refers to all products derived from the plant*

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Cannabis sativa. The cannabis plant contains about 540 chemical substances. The word "marijuana" refers to parts of, or products from, the plant Cannabis sativa that contain substantial amounts of tetrahydrocannabinol (THC). CBD, or cannabidiol, is the second most prevalent active ingredient in cannabis. While CBD is an essential component of medical marijuana, it is derived directly from the hemp plant, a cousin of marijuana, or manufactured in a laboratory. Cannabidiol (CBD) is a compound found in marijuana. CBD is not impairing, meaning it does not cause a "high."[1],[2]).

According to the most recent administration of the Youth Risk Behavior Survey (YRBS), Melrose high school youth report the following:

- 25% have tried marijuana at least 1 time in their life
- 10% reported using marijuana at home and 16% reported using at a friend's house
- 28% thought that their friends feel marijuana is *not wrong at all*, 23% thought their friends thought it was a *little bit wrong*
- 50% of youth reported getting marijuana from a friend

Research shows that heavy cannabis users are more likely to report thoughts of suicide than non-users and regular cannabis use is likely to increase the risk of developing a social anxiety disorder[3]. Increased awareness of the health effects of marijuana and how THC impacts the brain and mental health is imperative for Melrose youth. Collaborating with the Melrose Health and Wellness Coalition (*formerly the Melrose Substance Abuse Prevention Coalition*), and the Melrose Public Schools administration, faculty and staff, this information, as well as refusal skills and social norming campaigns, can be presented using available evidence-based marijuana toolkits[4]. Secondly, this funding could support the development and implementation of healthy coping mechanisms for students, which are an essential outlet in a young person's life. Finally, partnering with local organizations (i.e., PTO's) and parents to host events like "In Plain Sight" show family members how and where to look for early cannabis use signs.

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[1] CBD: What You Need to Know (cdc.gov)

[2] Cannabidiol (CBD): What we know and what we don't - Harvard Health

[3] Mental Health - The Health Effects of Cannabis and Cannabinoids - NCBI Bookshelf (nih.gov)

[4] Cannabis Awareness & Prevention Toolkit | Cannabis Awareness and Prevention Toolkit | Stanford Medicine

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It is not only important to educate our youth about marijuana but support our adult and elderly populations. Thirteen percent of Melrose adult respondents from the COVID Community Impact Survey (CCIS) data[5] said they have used marijuana in the past 30 days. Since recreational use is legal among adults, an assumption can be made that use is even higher than that. Further, both Melrose adults and senior citizens could benefit from more dialogue and education on this topic. With this funding, HHS, in partnership with COA, can host meetings and other events to provide information on cannabis/marijuana/CBD, identify resources and present subject matter experts.

For those residents struggling with substance use, this funding can also bring recovery coaching services to the City. A peer recovery coach or community health worker can assist individuals by finding the necessary recovery resources, establishing accountability as well as another level of support. Recovery coaching services are expanding in surrounding communities as its importance is being recognized across all ages.

According to the 2019 MelroseWakefield Healthcare Community Needs Assessment, 8.2% of Melrose residents died of chronic ischemic heart disease, making it one of the top 3 causes of death in the City [6]. A large study led by researchers at Stanford Medicine stated that p[7]. Of course, these heart disease cases cannot all be attributed to marijuana use. However, all residents young and old could benefit from healthy heart prevention initiatives—from more opportunities for the community to connect to ways to increase daily physical activity.

To make Melrose an even healthier community, and to support overall resident wellness, this funding will provide increased services community-wide. It will provide supplies, staffing, facilities, etc. to offer projects such as:

- Councilor-led community health forums in wards across the City 1-2x year. *Health topics could include CBD/cannabis/marijuana, heart disease, lung cancer, COVID, and/or others.*
- Yoga, Tai Chi, Mindfulness, Art Classes, StoryBook Walks etc. in our passive City parks and other designated City spaces.
- Healthy aging and dementia risk reduction initiatives.

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[5] CCIS Data

[6] Melrose-Wakefield Hospital 2019 Community Data Profile

[7] Marijuana linked to heart disease; supplement may mitigate risk, study reports | News Center | Stanford Medicine

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- Recovery coaching services.
- Open space and recreation support.
- Blood pressure screenings for adult and older adult populations.
- Healthy food security partnerships with our local faith-based organizations/food pantries and food rescue organizations.
- Space to hold events and classes for the community.

BUDGET ESTIMATE: *(January 2023-December 2023, initial start-up investment costs)*

Item	~$	MUNIS Category
Prevention and Wellness Coordinator (part-time)	$51,456 $7,246	Salary, Wages, Benefits
Evidence-based marijuana prevention downloadable toolkits (topics: cognitive function, refusal skills and social norming campaigns) & short policymaker trainings	$1,000	Supplies, Printing, Professional Services, Training
Healthy coping classes (art, exercise classes: mindfulness, yoga, tai chi, walks)	$14,000	Contract, Supplies, Professional Services
Recovery Coaching Services/Community Health Worker with addiction specialist training	$25,000	Contract
Community Connectedness Space for events & classes ("In Plain Sight", Community Health Forums, speakers to discuss CBD/ cannabis/marijuana)	$16,000	Contract, Supplies, Professional Services
Healthy Aging/Dementia-Friendly initiatives	$8,000	Supplies, Professional Services
Open Space/Recreation support	$9,000	Supplies
Blood Pressure Screenings	$2,000	Supplies, Professional Services
Healthy Food Security (i.e. mini food pantries)	$13,000	Supplies, Contract
Trainings & Continuing Education	$2,000	Training

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Advertising	$1,500	Advertising
TOTAL	**$150,202**	

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DEPARTMENT OF PUBLIC WORKS
Administration & Engineering–Water–Sewer–Facilities
Park & Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

From: Elena Proakis Ellis, P.E., Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
Kathryn Armata, Treasurer Collector
Shannon Phillips, City Solicitor
James Troup, Assistant DPW Director – Administration & Finance

Date: January 13, 2023

Re: Authorization to Borrow MWRA LWSAP Funds for Water System Improvements

The Department of Public Works requests the Authorization to borrow funds to continue water distribution system improvements. Construction of said improvements would begin in the spring of 2023 and continue throughout the 2023 construction season. Projects proposed include the replacement and upgrade of over 1,600 linear feet of water infrastructure at the following locations:

1. Nowell Road
2. Henry Avenue
3. Trenton Street
4. Reading Hill Ave (to be bid as an add alternate and contingent on available funds)

REQUEST FOR AUTHORIZATION OF BOND (WATER)
The Department of Public Works respectfully requests that the City Council authorize the City Treasurer, with approval from the Mayor, to issue bonds or notes of the City to the aggregate principal amount of **Six Hundred Eighty Eight Thousand Dollars ($688,000)** under the Water Enterprise System through MWRA LWSAP bonds for FY2023. In general, the borrowing will fund design, engineering and construction of programs that will continue to address water system improvement projects aimed at addressing leak history, fire flow capacity and water quality in the above-mentioned corridors and other areas throughout the system as required. This is a zero percent (0%) interest loan with a ten (10) year pay-back period commencing in FY 2024 (FY24).

The financial model shows that the Tier 1 water rates may be impacted by approximately $0.07 per 100 cubic feet for FY24. However, in FY25, other loans are rolling off so that impact will become a net positive.

The funds borrowed pursuant to this Order will be deposited into Fund 6150.

The MWRA's Local Water System Assistance Program provides interest-free loans to member water communities for local water system improvement projects. Loan funds have been approved for distribution

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from fiscal year 2011 through fiscal year 2022. MWRA's goal in providing financial assistance to member communities is to improve local water systems to help maintain high quality water as it passes from MWRA's facilities through local pipelines to customers' taps. As of September 2022, Melrose has $688,000 in eligible funding available to borrow within the parameters of this program. It is requesting the authorization to borrow said amount.

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CITY OF MELROSE Office of Treasurer-Collector

Kathryn J Armata
Treasurer-Collector

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Treasurer - (781) 979-4162
Collector - (781) 979-4120
Fax - (781) 665-6877

MEMORANDUM

To: Melrose City Council
Mayor Brodeur

From: Kathryn Armata

Date: January 13, 2023

Re: **Loan Order – Water Main bond**

ORDERED: That the City appropriates $688,000 to pay costs of water main improvements, including designing and constructing water main improvements that will address leaks, fire flow capacity and water quality in the Norwell Road, Henry Avenue, Trenton Street and Reading Hill Avenue corridors and throughout the City's water system, including all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount pursuant to Chapter 44, Section 8(5) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; that the Treasurer, with the approval of the Mayor, is authorized to borrow all or a portion of such amount from the Massachusetts Water Resources Authority (the "MWRA") and, in connection therewith, to enter into a loan agreement and/or financial assistance agreement with the MWRA and otherwise to contract with the MWRA with respect to such loan; and that the Mayor is authorized to take any other action necessary to carry out this project.

Pursuant to Section 56-14 of the City Ordinances, attached is a projection of the principal and interest costs on the bonds proposed to be authorized by the following loan order under consideration by the City Council. The payment schedule attached assumes a 10-year borrowing term, an interest rate assumption of 0% over the life of the borrowing, and a level debt service payment schedule. The debt service on these bonds will be paid from the Water Enterprise Fund. The borrowing may potentially impact water rates in the first year of repayment by seven cents or less than 1%, depending on other factors in the calculation. In the second year of repayment, higher levels of maturing debt will more than offset the issuance of the bond.

FINANCIAL IMPACT: See attached

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MWRA Water Main Bonds

0% interest

$ 688,000.00

Debt Schedule

	Principal	Interest
3/1/2024	$ 68,800.00	0
3/1/2025	$ 68,800.00	0
3/1/2026	$ 68,800.00	0
3/1/2027	$ 68,800.00	0
3/1/2028	$ 68,800.00	0
3/1/2029	$ 68,800.00	0
3/1/2030	$ 68,800.00	0
3/1/2031	$ 68,800.00	0
3/1/2032	$ 68,800.00	0
3/1/2033	$ 68,800.00	0
	$ 688,000.00	$ -

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December 21, 2022

Kara M. Showers
City of Melrose Health and Human Services
562 Main Street
Melrose, MA 02176
kshowers@cityofmelrose.org

Dear Ms. Showers:

Thank you for applying for the 2023 Community Health Inclusion Index (CHII), Massachusetts Department of Public Health (MDPH), Office of Local and Regional Health (OLRH), Mass in Motion Municipal Wellness and Leadership Program (MiM), and Office of Health Equity (OHE) mini-grant. We are pleased to announce that the CHII Assessment (the "Project") has been selected for funding from January 1, 2023 to June 30, 2023. The grant review committee has approved a grant in the amount of Twelve Thousand Dollars ($12,000).

The review team asks that by **January 5, 2023**, you submit a revised work plan to Kimberley Warsett (Kimberley.Warsett@mass.gov) and Nassira Nicola (Nassira.D.Nicola@mass.gov) addressing the following:

1. Provide additional details on community engagement, including translation needs;
2. Discussion of Stoneham and Lynnfield's capacity;
3. Explanation of how the CHII results will be used in all four communities, benefitting people with mobility limitations, especially people of color;
4. Training/education on structural ableism; and
5. Alternative plans for Lunch & Learns in the event of rising COVID-19 rates.

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Further, our offer of this grant is subject to your agreement to the following:

1. Use the grant funds only as specified in the approved grant proposal;
2. All grant funds must be spent between January 1, 2023 and June 30, 2023;
3. Maintain your records to show and account for the uses of grant funds;
4. Participate in periodic check-ins with MDPH to discuss Project progress, identify potential barriers and opportunities, and accept technical assistance and data support where applicable; and
5. If requested, present on the Project at a future MiM or OLRH stakeholders meeting.

By March 31, 2023, please have an authorized representative (1) sign and return one copy of this letter to Massachusetts Health Officers Association (MHOA) and (2) provide an invoice to MHOA for the first half of payment. Please send these documents by email to Teresa Wood Kett, incoming MHOA executive director at tkett@mhoa.com.

Please be advised that a mandatory CHII training will take place on January 20, 2023 from 11:00am – 12:00pm. MiM, OLRH, and OHE are available for technical assistance support to ensure your success (contact information below). We are happy to answer any questions you may have.

Congratulations!

Teresa Wood Kett, Executive Director
Massachusetts Health Officers Association
tkett@mhoa.com

Maria Evora, Community Liaison
Mass in Motion Municipal Wellness and Leadership Program
Maria.Evora@mass.gov

Kim Etingoff, Community Engagement Specialist
Root Cause Solutions Exchange
Kim.Etingoff@mass.gov

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Erica Piedade, Director of Workforce Development
Office of Local and Regional Health
Erica.M.Piedade@mass.gov

Nassira Nicola, Program Coordinator, Health and Disability Program
Office of Health Equity
Nassira.D.Nicola@mass.gov

Kimberley Warsett, Program Coordinator, Health and Disability Program
Office of Health Equity
Kimberley.Warsett@mass.gov

Felicia Heykoop, Program Coordinator
Mass in Motion Municipal Wellness and Leadership Program
Felicia.Heykoop@mass.gov

Matthew S. Barron, Legal Policy Analyst
Massachusetts Association of Health Boards
Barron@mahb.org

Melrose/Wakefield/Lynnfield/Stoneham

1/17/23
Date

Please sign and return to tkett@mhoa.com by March 31, 2023.

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MA Department of Public Health Community Health Inclusion Index (CHII) mini-grant

The City of Melrose Health and Human Services (HHS), in partnership with the Town of Wakefield HHS, Town of Stoneham Health Department and Town of Lynnfield Health Department, propose to *use the Community Health Inclusion Index (CHII) to assess disability access for people with mobility limitations in the communities and develop an action plan*.

The purpose of the CHII is to collect information about healthy living resources in Melrose, Wakefield, Stoneham & Lynnfield and the degree to which they are inclusive. This will help us plan and develop strategies that will impact the health and well-being of community members, including persons with disabilities, specifically mobility limitations. The CHII assessment is not an ADA compliance checklist; it is intended to be a tool to measure a broad level of health inclusion in our communities.

With this funding, Melrose, Wakefield, Lynnfield and Stoneham will: 1) assess the community using CHII survey tools for the first time, and 2) bring stakeholders together (i.e., Disability Commissions, Housing Authority staff, municipal American Disability Act Coordinators, senior housing complex facility managers and residents, etc.) to determine how we can best support those with disabilities to encourage increased participate in our community health initiatives.

Housing accessibility and municipal infrastructure were common challenges among the four communities. In order to delve into next steps toward improvement in those arenas, we will use the On-Site CHII assessment at pre-determined priority locations. The results we gather from this assessment will allow us to further conversations and implement a realistic plan for change.

Proposed activities:

- Bring stakeholders and partners together to determine how we can support residents with disabilities to more fully participate in our community health initiatives. Host 3 lunch and learn meeting for the four municipalities' stakeholders. Engage partners monthly (via emails and meetings).
- Conduct on-site CHII assessments at pre-determined priority locations in the 4 communities. Discuss findings with stakeholders & partners and determine plan of action using assessment results.

Using the CHII survey tools will allow us to: 1) better understand existing issues that are affecting residents with mobility limitations so that we can implement appropriate solutions, and 2) bring stakeholders and partners together. Our municipalities will incorporate a "leading with race and racism" framework by putting people with lived experience of inequities at the forefront and share decision-making power with them. We will meaningfully engage people with disabilities, including people of color, in the project by working with our partners (i.e., Human Rights Commissions and Councils on Aging).

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TuftsMedicine
MelroseWakefield Hospital

Shields
HEALTH CARE GROUP

January 19, 2023

Dear Kara Showers,

Thank you for your grant submission to the Determination of Need Community Health Initiative Funding Opportunity.

We are delighted to inform you that your grant proposal has been approved in the amount of $12,000 to fund the Supporting Community Providers Who are Serving our Most Vulnerable citizens in Wakefield & Melrose Program.

We will be sending you a contract listing the grant's terms and conditions in the next few weeks. If you accept the award offer, terms and conditions, we will ask you to sign and return the contract. Upon the contract's receipt we will distribute payment and expect work to begin on March 1, 2023.

The funds must be used specifically for the designated purpose by February 28, 2024. You must submit a written request to us in advance if you wish to change the purpose of the grant or if the funds are not expended within the next 12 months. In addition, we will request a report on the expenditure of our grant after six months and a final report after one year. Any publications produced referencing the funded project must acknowledge the funds were provided by MelroseWakefield Hospital, Lawrence Memorial Hospital and Shields Surgery Center.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,

The Community Health Initiative Allocation Committee
On behalf of the Medford Surgery Center, LLC

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MelroseWakefield Healthcare/Tufts Medicine
Community Health Initiative Funding

Building Community Awareness and Reducing Behavioral Health Stigma in High-Risk Populations

Supporting Community Providers who are serving our most vulnerable citizens in Wakefield & Melrose

The Town of Wakefield and City of Melrose Health and Human Services Department's mission is to promote the personal and environmental health of the community, focusing on prevention, intervention, remediation, and maintenance. The expansion to a comprehensive Health & Human Services Department acknowledges that without basic needs such as housing, food, economic stability, education, healthcare, and a feeling of connection to the community, it becomes significantly more challenging to live a healthy & well life. The primary opportunity that led us to request this grant funding is our intent to build upon our first two years work.

Year 3's three-pronged plan is to:

1) support new immigrant residents by connecting them to local, inclusive services that directly impact social determinants of health, including but not limited to: housing, education, food, clothing, legal services, employment and primary & behavioral health needs
2) improve community connections for English Learning new residents, and
3) provide trainings and networking luncheons for providers.

To ensure success, we will engage with new residents early on, gathering information about what services they value. This will be done by bringing on one Spanish & one Portuguese-speaking Community Champions. Utilizing the expertise of these Community Champions, our Social Services Coordinators will enroll new residents in benefit programs that will directly impact their health and well-being, providing them with basic needs (i.e., SNAP benefits, Fuel Assistance, etc.). Our Champions will utilize networking events to educate service providers with specific culturally competent needs of new immigrants, especially English Language Learners. School Department, City/Town Employees, Social Service providers and volunteers will participate in Diversity, Equity, and Inclusion training so that they may better support new youth and residents.

Program Expenses

- ESL supplies**:** Pocket talk hand-held translators, Translation Services
- Community Champions: One Spanish & one Portuguese-speaking champion to share between Melrose & Wakefield
- Networking meetings: food & supplies for 3 meetings for 30+ local social service providers
- In-depth lunch-and-learn training sessions
- ESL Family Nights: In partnership with school districts
- Social Service Coordinator support: IntakeQ data intake system for clients

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Slane, Denise

From: NEHA-FDA RFFM Grant Program <do-not-reply.grants07-us-east-1@fluxx.io>
Sent: Wednesday, December 21, 2022 5:53 PM
To: Health
Subject: NEHA-FDA RFFM Grant Program: CONGRATULATIONS

Dear Erin:

Congratulations! The National Environmental Health Association (NEHA) and US Food & Drug Administration (FDA) are happy to inform you that your NEHA-FDA Retail Flexible Funding Model (RFFM) grant submission for the following project has been approved:

ID Number: G-BDEV1-202210-03047
Project Title: Completion of SA9 and a CSIP for Melrose and Wakefield
Grant Type: 2023 Track 1 Development Base
Amount Requested: $11,250.00
Amount Awarded: $5,000.00
Project Summary: Many of our resources were devoted primarily to the COVID-19 pandemic from March 2020 until early 2022. Prior to that time, our Department was largely focused on food safety and had completed a lot of work towards the Standards. Completing an SA9 and a CSIP will help us assess our current food safety program and re-establish the Standards into our food safety program.

Please use your previously assigned username and password to return to the NEHA-FDA RFFM Grant Program Portal for details of this award, including the official grant award letter. Additionally, review the comments below relating to your specific request:

==========

The "Required Outcomes" portion of your CY 2023 Track 1 Development Base Grant is approved, and fully funded at $5,000. However, due to insufficient Mentor participation, we were unable to fund the Mentee portion of your application. We encourage you to reapply for a Mentee grant in the 2024 RFFM grant program. The full requested amount for your CY 2023 Track 1 Development Base Grant is approved. However, we will be reaching out for clarification and a likely update for your Budget, as it does not directly support the proposed project (completion of an SA9 and a CSIP). Any changes to your project plans and/or budget changes in excess of 10% of the Total Award Amount must be approved in writing by NEHA, in advance. Please refer to the neha.org/retail-grants website for the full RFFM Grant Guidance, which includes a description of non-allowable costs that will not be reimbursed. We look forward to supporting you as you work to complete your important Retail Flexible Funding Model project. Please reach out to the NEHA-FDA RFFM Grant Program Support Team if you have any questions or concerns.

==========

Note: The Catalog of Federal Domestic Assistance (CFDA) number for this United States Food & Drug Administration grant, awarded to the National Environmental Health Association on 05/03/2021, is 93.103. Your grant is considered a subaward under this NEHA grant. Please refer to our homepage at https://neha.org/retail-grants for additional program information or to access the NEHA-FDA RFFM Grant Program Portal.

If you have any questions or need additional information, please contact us at: 1-833-575-2404 or retailgrants@neha.org.

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Sincerely,

Your NEHA-FDA RFFM Grant Program Support Team ****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

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Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the principal and Western Surety Company, that instead of as originally written:

The Principal's name has been changed.
From:
Kristen Foote
To:
Kristin Foote

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond , except as hereinabove set forth.

This Rider becomes effective on the 26th day of April , 2021 , at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 65457825

issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,

to Kristin Foote

.

Signed this 26th day of April , 2021 .

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

Form F5147-11-2019

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Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls, State of South Dakota, its regularly elected Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One City Clerk City of Melrose

bond with bond number 65457825

for Kristin Foote

as Principal in the penalty amount not to exceed: $ 15,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 26th day of April, 2021.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 26th day of April, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

M. BENT NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

M. Bent

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-11-2020

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From: Steve Rich
To: Foote, Kristin
Subject: RE: 2022 City Clerk Bond
Date: Tuesday, March 15, 2022 12:46:49 PM
Attachments:

Hi Kristin,

Your surety bond is good for 3 years – May 1, 2021-2024, and you paid $255 for the 3 year term.

Please let me know if you need anything else.

Thank you,

Steve



Steven G. Rich
Commercial Lines Account Manager
Gove & Feldman Insurance Agency, Inc.
124 Main Street, Suite 1
Rockport, MA 01966
Ph: 978-546-6982
Fax:978-546-6680
www.govefeldman.com

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§ 56-4. Bond.

The City Clerk shall give a bond annually in such form as the City Solicitor shall approve, with sufficient sureties to the satisfaction of the Committee on Finance and in such sum as such Committee may prescribe, for the faithful performance of his/her duties and for the delivery to his/her successor in office of all books, papers, records and property belonging to such office.

State law reference — Bond to cover collection of license fees, MGL c. 41, § 13A.

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James P. Mitchell
Attorney at Law

20 West Emerson Street
Melrose, Massachusetts 02176

Telephone: (781) 662-9195
Fax: (781) 662-4428
Email: jpmitchell@masslaw.net

October 12, 2022

By Hand

Shannon T. Phillips, City Solicitor
City of Melrose
562 Main Street
Melrose, MA 02176

Re: Property: 0 Swains Pond Avenue, Melrose, MA 02176
"Modified Definitive Plan Hillside Park, Melrose, MA", dated 12/4/2019, as amended, prepared by Williams & Sparages, Engineers-Planners-Surveyors", recorded at MSDR June 9, 2021, as Plan 429 of 2021
Owner: Laura Szekely, Trustee of 0 Swains Pond Avenue Realty Trust u/d/t/d 5/21/2018

Dear Attorney Phillips:

Pursuant to our conversations, I am enclosing final signed originals of the following documents for submittal to the City Counsel in connection with the above development as follows:

1. Quitclaim Deed, Conditions and Easements (Lot 10 & Lots 5, 6, HOA);

2. Deed Easement and Restriction (Lot 1); and

3. Declaration of Easements, Covenants, Conditions and Restrictions (Lot 10 and portion of Lot 1).

Thank you.

Very truly yours,

James P. Mitchell

JPM/rla
Enclosures

cc: Denise M. Gaffey, Director and City Planner
Office of Planning and Community Development

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Return to:

Property: **Lot 10** & Lots 5,6 on Plan 429 of 2021, & Patricik's Place HOA, 0 Swains Pond Ave, Melrose, MA 02176

QUITCLAIM DEED,
CONDITIONS
and
EASEMENTS

LAURA SZEKELY, TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, a Massachusetts Nominee Realty Trust, u/d/t dated May 21, 2018 and filed with Land Registration Division of the Middlesex South Registry of Deeds on June 8, 2018 as Document 1789504 on Certificate 267856, Book 1528, Page 22, of 142 Haggett's Pond Road, Andover, MA 01810, with a mailing address of P.O. Box 27, Andover, MA 01810 (the "Grantor"),

for consideration of One and 00/100 ($1.00) Dollar, and other consideration paid,

grant to the City of Melrose, a municipal corporation in Middlesex County, Commonwealth of Massachusetts (the "Grantee"), with its office in City Hall, 562 Main Street, Melrose, Massachusetts, 02176,

with **Quitclaim Covenants**, the following:

> **Lot 10** containing 90,573 sf± as shown on a plan of land entitled: "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, as amended, prepared by Williams & Sparages, Engineers-Planners-Surveyors, recorded at the Middlesex South District Registry of Deeds on June 9, 2021, as Plan 429 of 2021 (herein, "Lot 10" and/or the "Property").

The land conveyed is dedicated to conservation purposes in accordance with M.G.L. Chapter 40, Section 8C, and shall be held in the care, custody and administrative control of the Melrose Conservation Commission, a duly organized branch of said municipality having the same address for preservation in perpetuity; pursuant to valid majority votes of the Melrose City Council taken on _____, 2022,

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Said conveyance subject to a Proposed Drain Easement as shown on said Plan 429 of 2021 and to a Proposed 15' wide Drainage Easement for the benefit of the Owners of Lots 5 and 6, Patrick Place, and to the Patrick's Place Homeowner's Association as shown on a Sketch Plan in Melrose, prepared by Williams & Sparages, dated March 31, 2022 attached hereto and incorporated herein.

Lot 10 shall be owned by the City of Melrose, and shall be maintained by the Patrick Place Homeowners Association under the guidance of the Melrose Conservation Commission.

The total acreage of the above noted parcel is 90,573 square feet of land, more or less according to said Plan 429 of 2021

THE GRANTOR AND GRANTEES HAVE AFFIRMED, CONFIRMED AND ADOPTED THE FOLLOWING PURPOSES FOR THIS DEED:

A. The property provides significant scenic, and aesthetic value in its present state as a natural area and open space;

B. The property contains both wetlands and upland habitat.

C. The Property abuts property known as "Hillside Park"; "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, prepared by Williams & Sparages, Engineers-Planners-Surveyors;

D. The City of Melrose has promulgated that the "preservation and protection of open space and natural resources is a high priority for Melrose residents";

The terms of this Deed for Lot 10 are as follows:

1. **Prohibited Activities.** Except as otherwise herein provided, neither the Grantor nor the Grantee shall perform nor permit others to perform any of the following acts or uses on, over or under the Property:

   a. Construction or placing of any building, tennis court, landing strip, mobile home, swimming pool, septic system, road, sign, fence, billboard or other advertising display, utilities, conduits, poles, antennas, towers, windmills, solar panels or other temporary or permanent structures or facilities on, over or under the ground;

   b. Dumping or placing of soil, grass clippings, compost, yard debris or other substances on the ground as landfill or dumping or placing of vehicle bodies or parts, junk, trash, refuse, solid or chemical waste or unsightly or offensive materials or the installation of underground storage tanks;

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c. Cutting, removal or destruction of trees, grasses, shrubs, or other vegetation;

d. Use of the Property except for passive outdoor recreational purposes or other purposes that permit the Property to remain predominantly in its open condition;

e. Activities detrimental to drainage, flood control, water or soil conservation, wildlife or plant habitat, water quality, erosion control or scenic values;

f. Any other use of the Property or activity which would impair the conservation values of the Property as set forth herein unless such use or activity is necessary and desirable for the protection of those conservation values.

2. **Reserved Rights.** Notwithstanding anything contained in paragraph 1, the following activities shall be allowed or permitted on the property:

a. Any activities designed to enhance the ecological and natural historical value of the Property or to enhance the awareness of such values, including but not limited to the creation of open space, all in accordance with the plan prepared by the Grantor and approved by the Grantee;

b. Activities designed to enhance the ecological or natural historic value of the Property, including wildlife habitat improvement;

c. Hiking, wildlife observation and other passive outdoor recreational and educational activities consistent with conservation purposes;

d. **Easement**. A perpetual easement is reserved to the Grantor, its heirs, successors or assigns, to be maintained by the Homeowner's Association at its sole costs and expense, an easement over the Easement Area being a portion of Lot 10 on a "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, prepared by Williams & Sparages, Engineers-Planners-Surveyors, and recorded as Plan 429 of 2021 as follows: The perpetual restriction, right and easement to construct and maintain, a drainage easement over Lots 5 and 6 as shown on the Modified Plan with the right to extend any ancillary items as needed, including the right and obligations of the Homeowner's Association or its successors in title to maintain and repair the Drainage System located within the Easement Area. The full consideration for the within easement is One and 00/100 ($1.00) Dollar.

e. Such other activities as are consistent with conservation purposes.

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3. The exercise of any reserved right shall be in compliance with the then-current Zoning By-law applicable to the Property, the Wetlands Protection Act (General Laws Chapter 131, Section 40) and all other applicable provisions of federal, state and local law.

4. **Access by the Public**. It is hereby agreed that the general public may pass and repass over the Property by foot, to and from adjacent land of said City of Melrose for purposes of quiet outdoor recreational and educational activities, provided

   a. that any such activity shall be limited to daylight hours;

   b. that dogs shall be leashed at all times;

   c. that no motor vehicles of any kind shall be permitted;

   d. that no dumping, waste disposal or littering of any kind be allowed.

   To the extent permitted by law, the Grantor and the Grantee hereby expressly disclaim any duty to maintain the property or warn persons who may enter upon the same. Pursuant to M.G.L. c. 21, s.17c, neither the Grantor or the Grantee is liable to any member of the public who uses the Property in the absence of willful, wanton or reckless conduct by the Grantor or Grantee.

5. **Representations of the Grantee.** The Grantee represents that it is a municipality established, pursuant to Massachusetts General Laws, that it is organized and operated as a municipal entity with an intent and purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other scientific and educational purposes, that it has both the necessary funds and commitment to hold this land exclusively for conservation and to enforce its terms and that it is a "Qualified Organization" as that term is defined in Section 170 (h)(3) of the Internal Revenue Code of 1986, as amended.

6. **Binding Effect: Interpretation.** The burdens of these restrictions shall be deemed to run with the Property, shall be enforceable against the Grantor, the Grantor's successors in title to the Property and any person holding any interest therein by the Grantee, its successors and assigns and its duly designated officers, members, employees or agents, and by the Hillside Park Homeowner's Association.

7. **Effective Date.** The Grantor and the Grantee intend that the restrictions arising hereunder take effect when all the requisite signatures have been obtained and this document has been recorded in the Registry of Deeds.

8. **Termination of Rights and Obligations.** Notwithstanding anything to the contrary contained herein, the rights and obligations under this deed restriction of any party holding any interest, except that liability for acts or omissions occurring prior to

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transfer and liability for the transfer itself if the transfer is in violation of this deed restriction shall survive the transfer.

9. **No Merger.** No future assignment of Grantor's or Grantee's interest in the Property or future acquisition of any additional interest in the Property by Grantor or Grantee shall cause this deed to merge with the fee or have the effect of causing any of the terms thereof to be rendered unenforceable by reason of the so-called "doctrine of merger".

For Grantor's title, see deed filed on June 8, 2018 at the Land Registration Division of Middlesex South Registry of Deeds as Document Number 1789503 on Certificate 267856. See also, Notice of Voluntary Withdrawal from Registration System filed with said Land Registration Division on June 9, 2021 as Document No. 01882591 on Certificate 267856, and recorded in Recorded Land at Book 77976, Page 232.

SIGNATURE PAGES TO FOLLOW

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXECUTED under seal this 13th day of JUNE, 2022.

0 SWAINS POND AVENUE
REALTY TRUST,
By: (duly authorized)

Laura L. Szekely, trustee
LAURA SZEKELY, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX)

On this 13TH day of JUNE, 2022, before me, the undersigned notary public, personally appeared LAURA SZEKELY as TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, as Grantor, proved to me through satisfactory evidence of identification, which was *a Mass. Driver's License*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose. in her capacity as Trustee of 0 Swains Pond Avenue Realty Trust, and that she has the authority to sign in that capacity.



Robin L. Allen
Notary Public Seal:
My Commission Expires: 6/24/2027

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IN WITNESS WHEREOF, the Mayor of the City of Melrose, Massachusetts, hereto being duly authorized by the City Counsel for the City of Melrose, Massachusetts, hereby acknowledges the provisions of the Deed, Conditions and Easements connected hereto and has executed this Deed, Conditions and Easements on _____, 2022.

CITY OF MELROSE
By:

_____
Name: Paul Brodeur
Title: Mayor

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared Paul Brodeur, as Mayor of the City of Melrose, Massachusetts, proved to me through satisfactory evidence of identification, which was Mass. Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

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EXHIBIT/ATTACHMENT

Sketch Plan in Melrose, prepared by Williams & Sparages, dated March 31, 2022 showing proposed 15' wide Drainage Easement for the benefit of the Owners of Lots 5 and 6, Patrick Place, and to the Patrick's Place Homeowner's Association

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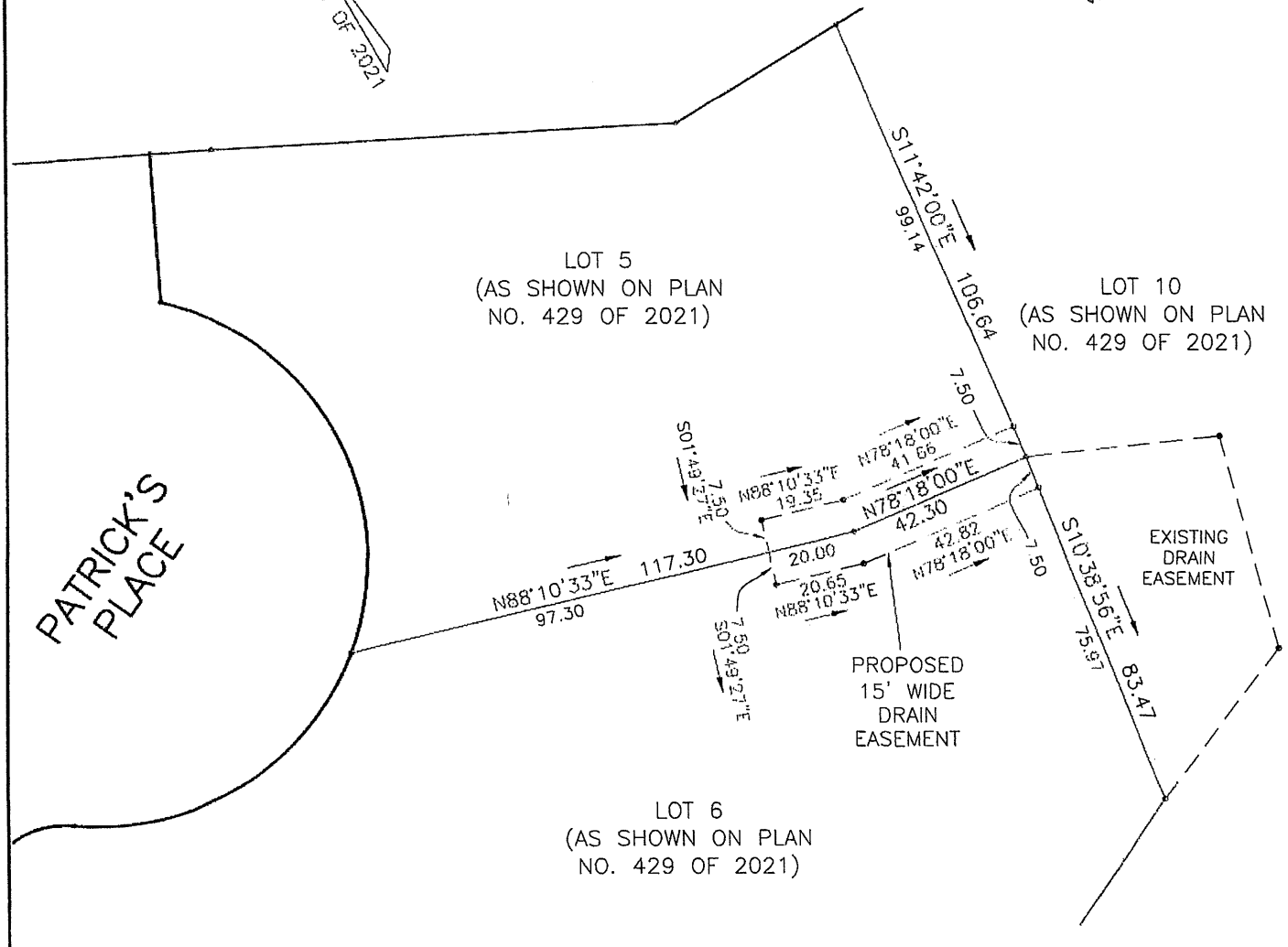
SKETCH PLAN
IN
MELROSE, MA

SCALE: 1" = 40' 0' 20' 40' 80' DATE: MARCH 31, 2022

SHOWING PROPOSED 15' WIDE DRAIN EASEMENT – LOTS 5&6

WILLIAMS & SPARAGES
ENGINEERS | PLANNERS | SURVEYORS
189 NORTH MAIN STREET
SUITE 101
MIDDLETON, MA 01949
PHONE: (978) 539-8088
FAX: (978) 539-8200
WSENGINEERS.COM

COMMONWEALTH OF MASSACHUSETTS
JOHN J. O'ROURKE III
No. 49904
PROFESSIONAL LAND SURVEYOR
(5-23-2022)



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P:\MELR-0029 (Hillside Park)\Drawings\SK_drainesmt-lot5and6.dwg, JOR

Return to:

DEED EASEMENT AND RESTRICTION

Property: **Lot 1** on Plan 429 of 2021, 0 Swains Pond Avenue, Melrose, MA 02176

WHEREAS, LAURA SZEKELY, TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, a Massachusetts Nominee Realty Trust, u/d/t dated May 21, 2018 and filed with Land Registration Division of the Middlesex South Registry of Deeds on June 8, 2018 as Document 1789504 on Certificate 267856, Book 1528, Page 22, of 142 Haggett's Pond Road, Andover, MA 01810, with a mailing address of P.O. Box 27, Andover, MA 01810, and its successors and/or assigns (hereinafter, "0 Swains Pond Avenue Realty Trust" and/or "Grantor"),

is the Owner of land located in Melrose, Middlesex County, Commonwealth of Massachusetts, 02176, and known as **Lot 1** as shown on Plan entitled "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, as Amended, prepared by Williams & Sparages, Engineers-Planners-Surveyors, recorded at Middlesex South Registry of Deeds on June 9, 2021 as Plan 429 of 2021 (hereinafter referred to as "Modified Plan"), and being shown on Assessor's Map as Map G3, Parcel 36, and 36A.

RESTRICTION

The Grantor, as the owner of said **Lot 1 on the Modified Plan,** has agreed with the City of Melrose Planning Board as follows:

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

1. To restrict use of a portion of Lot 1 consisting of 18,850 square feet depicted on the Modified Plan in the nature of a grant of "Open Space Easement" and "Sight Distance Easement" (*hereinafter, the "Restricted Area*"), requiring that the Restricted Area be maintained in its current state to be used only as a grassy area, and further, that no plantings be made which, in any way, would inhibit the existing sight distance, for use by the public on Patrick's Place, a private way within the City of Melrose.

and

2. 0 Swains Pond Avenue Realty Trust, and its successors and/or assigns, as the Owner of Record of Lot 1 on Modified Plan, has agreed with the Planning Board, City of Melrose, to maintain the Restricted Area as set forth above, and upon the sale of Lot 1 on the Modified Plan by said Trust, the maintenance of the Restricted Area shall be by the Patrick's Place Home Owner's Association.

4. The open space easement and sight distance easement shall run with the land and be undevelopable open space in perpetuity, and shall be binding upon all heirs, successors and/or assigns in title:

For title of 0 Swains Pond Avenue Realty Trust, see Deed filed on June 8, 2018 at the Land Registration Division of Middlesex South Registry of Deeds as Document Number 1789503 on Certificate 267856. See also, Notice of Voluntary Withdrawal from Registration System filed with said Land Registration Division on June 9, 2021 as Document No. 01882591 on Certificate 267856, and recorded in Recorded Land at Book 77976, Page 232.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXECUTED as a sealed instrument this 13th day of JUNE, 2022.

0 SWAINS POND AVENUE
REALTY TRUST,
By: (duly authorized)

Laura Szekely, Trustee

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX)

On this 13TH day of JUNE, 2022, before me, the undersigned notary public, personally appeared Laura Szekely, as Trustee of 0 Swains Pond Avenue Realty Trust, proved to me through satisfactory evidence of identification, which was Mass. Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, in her capacity as Trustee of 0 Swains Pond Avenue Realty Trust and that she has the authority to sign in that capacity.

ROBIN L. ALLEN
MY COMMISSION EXPIRES JUNE 24, 2027
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

Notary Public Seal:
My Commission Expires: 6/24/2027

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Return to:

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

Property: **Lot 10 & portion of Lot 1** on Plan 429 of 2021, 0 Swains Pond Avenue, Melrose, MA 02176

Whereas, the Grantor, LAURA SZEKELY, TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, a Massachusetts Nominee Realty Trust, u/d/t dated May 21, 2018 and filed with Land Registration Division of the Middlesex South Registry of Deeds on June 8, 2018 as Document 1789504 on Certificate 267856, Book 1528, Page 22, of 142 Haggett's Pond Road, Andover, MA 01810, with a mailing address of P.O. Box 27, Andover, MA 01810, for itself and its heirs, successors and/or assigns (hereafter referred to as the "Declarant") will construct or cause to be constructed on the Property shown on the "Modified Definitive Plan Hillside Park, Melrose, MA", a Subdivision Plan of Land in Melrose, Massachusetts, dated December 4, 2019, as amended, prepared by Williams & Sparages, Engineers-Planners-Surveyors, recorded at Middlesex South Registry of Deeds as Plan 429 of 2021, single-family houses as well as certain facilities for the common use and enjoyment of certain owners of record from time to time of title to the Lots depicted on the Modified Plan (hereinafter collectively "the Owners" and singularly as "Owner"), in order to create Open Space on all of Lot 10 and a portion of Lot 1.

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Now, therefore, the Grantor, for itself and its heirs, successors and/or assigns, declare herein certain rights and restrictions on ALL OF Lot 10, and a portion of Lot 1, as follows:

1. The Property will be constructed, maintained and operated subject to the terms and provisions of the Permits and Approvals granted by the City of Melrose Planning Board as such approval may be amended from time to time.
2. Open Space Lots are designated as Lot 10 and THAT portion of Lot 1, DESIGNATED "PROPOSED OPEN SPACE EASEMENT AREA = 18,851 SF and shall remain undeveloped conservation land.
3. The Declarant does hereby establish and create for the benefit of the Trust and the LOT Owners and does give, grant, and convey to each such Trust and Owners the following non-exclusive easements, rights, obligations and privileges relative to the Open Space Lots shown on the Modified Plan, subject to the obligations of each of the Owners to pay a proportionate share of the cost of the maintenance, repairs, real estate taxes and insurance, if any, as hereinafter set forth:
   (a) the right and easement to use and sole obligation to maintain the Open Space Lots, in common with the other Owners of the Lots, for passive recreational uses, no buildings or structures shall be constructed thereon, the Open Space Lots will remain in their natural state with no cutting or vegetation, trees or plant life allowed, other than that as depicted on the Modified Plan, approved by that which is prudent using current forestry

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techniques, and subject to the obligations and together with the benefits of the provisions of the Homeowner's Association which shall control, operate and maintain the Open Space Lots and any Rules and Regulations promulgated by the Homeowner's Association, or their successors and assigns, and in compliance with any and all applicable wetlands regulations including any Order of Conditions issued by the City of Melrose Conservation Commission.

4. The Open Space Lots are subject to the Plan and the Permits and Approvals as issued by the City of Melrose Planning Board, as such Plan, Permits, and/or Approvals may be modified or amended.

5. Each Owner shall be further subject to the following:

(a) Expenses for the maintenance, repair and improvement relative to the Open Space Lots and ways shall be charged to the Owners and shall be assessed and collected by the Homeowner's Association in accordance with the terms and provisions set forth in the Homeowner's Association.

(b) Each Owner of a Lot shall be personally liable for all sums assessed as his or her share of such expenses.

(c) An Owner's share of such expenses shall constitute a lien upon his or her Lot. Such lien shall have priority over all other liens, except municipal lenience and first mortgages of record, subject to the terms and provisions of the Homeowner's Association.

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(d) A Certificate from the Declarant or Homeowners Association indicating that such common expenses have been fully paid shall discharge such lien upon recording in the Middlesex South Registry of Deeds.

6. Provisions of this Declaration of Easements, Covenants and Restrictions may be abrogated, modified, restated, rescinded or amended as aforesaid in whole or in part only by the Declarant, or by declaration in writing, executed and acknowledged by all Owners and first mortgagee's duly recorded with Middlesex South Registry of Deeds with the written assent of the Declarant and the City of Melrose Planning Board, and this Declaration may not otherwise be abrogated, restated, modified, rescinded or amended in whole or in part.

7. No Declarant shall ever be personally liable for any default or obligation under any covenant or agreement hereunder.

SIGNATURE PAGE FOLLOWS

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

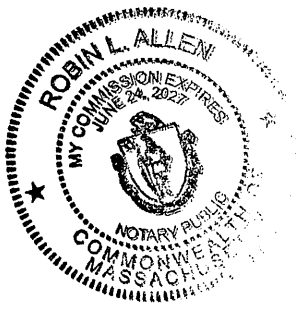
EXECUTED under seal this 13th day of JUNE, 2022.

0 SWAINS POND AVENUE
REALTY TRUST,
By: (duly authorized)

Laura L. Szekely, Trustee
LAURA SZEKELY, TRUSTEE

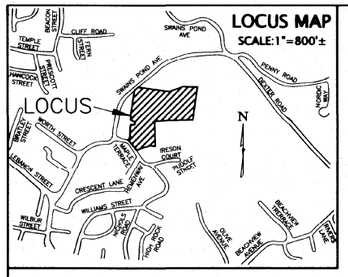
COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX)

On this 13TH day of JUNE, 2022, before me, the undersigned notary public, personally appeared LAURA SZEKELY as TRUSTEE of 0 SWAINS POND AVENUE REALTY TRUST, as Grantor, proved to me through satisfactory evidence of identification, which was *a Mass. Driver's License*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose. in her capacity as Trustee of 0 Swains Pond Avenue Realty Trust, and that she has the authority to sign in that capacity.



Robin L. Allen
Notary Public
My Commission Expires: 6/24/2027
Seal:

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)



N

SWANS POND AVENUE (40' WIDE PUBLIC)

LC PLAN 3986B

LOT 1
32,893 S.F.

LOT 2
15,689 S.F.

LOT 3
17,715 S.F.

LOT 4
18,387 S.F.

LOT 5
16,437 S.F.

LOT 6
20,794 S.F.

LOT 7
23,632 S.F.

LOT 8
19,822 S.F.

LOT 9
28,257 S.F.

LOT A
40,689 S.F.

LOT B
4,969 S.F.

LOT 10
90,573 S.F.
(LAND TO BE CONVEYED TO THE CITY OF MELROSE)

PATRICK'S PLACE

MAPLE TERRACE (PRIVATE - VARIABLE WIDTH)

HILLSIDE PARK (40' WIDE PRIVATE)

EASEMENT AREA=2,610 S.F.

PROPOSED OPEN SPACE EASEMENT AREA=18,851 S.F.

N/F CITY OF MELROSE ASSESSOR'S G4-0-7

N/F CITY OF MELROSE ASSESSOR'S G4-0-5

N/F CITY OF MELROSE ASSESSOR'S G3-0-43

N/F CITY OF MELROSE ASSESSOR'S G3-0-39

N/F CITY OF MELROSE ASSESSOR'S G3-0-37

N/F CITY OF MELROSE ASSESSOR'S G1-0-38

N/F JEI MING YANG ASSESSOR'S G3-0-3

N/F WAYLON BROWN & SADIE RICHARDS ASSESSOR'S G3-04-5

N/F MYSTIC AVENUE REALTY TRUST ASSESSOR'S G3-0-6

N/F DEBORAH TURNER ASSESSOR'S G3-07-8

N/F MEIGAN CAMPBELL ASSESSOR'S G3-0-10

N/F MICHAEL CALLAHAN ASSESSOR'S G3-0-9

N/F WASSAF K. FAROOQI ASSESSOR'S G3-0-11A

N/F FREDERICK CEFALO & JULIA CEFALO ASSESSOR'S G3-0-11B

N/F RODRIGO REBELLO ASSESSOR'S G3-0-11C

N/F CARLY ROSE ASSESSOR'S G3-0-13

N/F BEVERLY MARCHANT ASSESSOR'S G3-0-14

N/F JOHN & DIANE WADDELL ASSESSOR'S G3-0-35

N/F BARBARA DUFRESNE ASSESSOR'S G3-0-33

N/F DAVID HAYES ASSESSOR'S G3-0-32

EXISTING HOUSE

EXISTING BUILDING

PROPOSED DRAIN EASEMENT

PROPOSED 25' WIDE TEMP. SLOPE EASEMENT

PROPOSED SIGHT DISTANCE EASEMENT

WAY AS SHOWN ON LC PLAN 3986B SHEET 1 OF 2

DH (FD) — DRILL HOLE FOUND

DH (R) — DRILL HOLE RECORD

SBDH (FD) — STONE BOUND DRILL HOLE FOUND

CBDH (FD) — CONCRETE BOUND DRILL HOLE FOUND

CBDH (R) — CONCRETE BOUND DRILL HOLE RECORD

IP (R) — IRON PIPE RECORD

RR SPK (FD) — RAILROAD SPIKE FOUND

NOT TANGENT

I CERTIFY THAT I HAVE CONFORMED WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS IN PREPARING THIS PLAN.

WILLIAMS & SPARAGES LLC

CLERKS CERTIFICATION ON THE PLAN

DATE: September 23, 2020

I, Amy Kamosa CLERK OF THE CITY OF MELROSE, DO HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND THAT NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

CITY CLERK

MELROSE PLANNING BOARD

DATE: June 8, 2020

Carla Colli, City Engineer

LEGEND OF ABBREVIATIONS

DH – DRILL HOLE
SBDH – STONE BOUND DRILL HOLE
CBDH – CONCRETE BOUND DRILL HOLE
IP – IRON PIPE
RR SPK – RAILROAD SPIKE
(R) – RECORD
(FD) – FOUND
N.T.S. – NOT TO SCALE

ZONE: SR–A

MINIMUM LOT AREA: 15,000 S.F.
MINIMUM LOT FRONTAGE: 100 FEET
MINIMUM LOT WIDTH: 100 FEET
MINIMUM LOT DEPTH: 90 FEET
MAXIMUM COVERAGE: 35%
MINIMUM OPEN SPACE: 50%
MAXIMUM BUILDING HEIGHT: 35 FEET

MINIMUM FRONT YARD: 25 FEET
MINIMUM SIDE YARD: 15 FEET
MINIMUM REAR YARD: 40 FEET

LIST OF WAIVERS REQUESTED

1. SECTION V.A.1.f WHICH REQUIRES CENTER LINE RADII OF CURVED STREETS NOT TO BE LESS THAN ONE HUNDRED (100) FEET, AND IN PLACE THEREOF, PERMIT CENTER LINE RADIII OF NINETY (90) FEET AND NINETY FIVE (95) FEET ALONG PORTIONS OF PATRICK'S PLACE.
2. SECTION V.A.1.g WHICH REQUIRES THAT NO STREET INTERSECTS ANY OTHER STREET AT LESS THAN SIXTY (60) DEGREES, AND IN PLACE THEREOF, PERMIT AN INTERSECTION ANGLE AS SHOWN ON PLAN BETWEEN PATRICK'S PLACE AND MAPLE TERRACE.
3. SECTION V.A.1.h WHICH REQUIRES THAT STREET LINES AT INTERSECTIONS BE CUT BACK AND CONNECTED WITH A RADIUS OF NOT LESS THAN TWENTY (20) FEET, AND IN PLACE THEREOF, PERMIT A RADIUS OF 10.81 FEET AT THE INTERSECTION OF PATRICK'S PLACE AND MAPLE TERRACE.
4. SECTION V.A.2.a WHICH REQUIRES THE MINIMUM WIDTH OF STREET RIGHT–OF–WAY TO BE FIFTY (50) FEET, AND IN PLACE THEREOF, PERMIT A RIGHT–OF–WAY WIDTH OF FORTY (40) FEET FOR PATRICK'S PLACE AND A PORTION OF HILLSIDE PARK AS SHOWN ON PLAN.
5. SECTION V.A.3.a WHICH REQUIRES THAT GRADES OF NON–PRINCIPAL STREETS BE NO GREATER THAN TEN (10) PERCENT AND THAT WHERE THE GRADE OF A STREET EXCEEDS SIX (6) PERCENT AT AN INTERSECTION, ESPECIALLY WITH A PRINCIPAL STREET, THE SUBDIVIDER SHALL REDUCE THE GRADE FOR A REASONABLE DISTANCE FROM SUCH INTERSECTION, AND IN PLACE THEREOF, PERMIT A GRADE OF TWELVE (12) PERCENT FOR PORTIONS OF PATRICK'S PLACE AND FOURTEEN AND A HALF (14.5) PERCENT FOR HILLSIDE PARK AS SHOWN ON PLAN.
6. SECTION V.A.4.a WHICH REQUIRES CUL–DE–SAC STREETS NOT TO EXCEED 500 FEET IN LENGTH, AND IN PLACE THEREOF, PERMIT A LENGTH OF 651.84 FEET TO THE CENTER OF THE CUL DE SAC.
7. SECTION VI.B.3 WHICH REQUIRES A MINIMUM WIDTH OF ROADWAYS BETWEEN CURB LINES OF 32 FEET, AND IN PLACE THEREOF, PERMIT A WIDTH OF 24 FEET FOR PATRICK'S PLACE AND HILLSIDE PARK AS SHOWN ON PLAN.
8. A WAIVER FROM THE REQUIREMENT TO CONSTRUCT SIDEWALKS ON BOTH SIDES OF THE NEW SUBDIVISION ROADWAY. SIDEWALKS WILL BE CONSTRUCTED ON THE WESTERLY SIDE OF PATRICK'S PLACE.

PLAN SET INDEX

SHEET 1: MODIFIED DEFINITIVE PLAN
SHEET 2–3: MODIFIED DEFINITIVE PLAN & PROFILE
SHEET 4–5: MODIFIED DEFINITIVE TOPOGRAPHIC PLANS
SHEET 6–7: MODIFIED DEFINITIVE TOPOGRAPHIC DETAILS
SHEET 8–12: MODIFIED CONSTRUCTION DETAILS
SHEET 13: PLANTING PLAN

⊡ – DENOTES A GRANITE STONE BOUND WITH A DRILL HOLE TO BE SET.

COMMONWEALTH OF MASSACHUSETTS
JOHN J. O'ROURKE III
No. 49904
REGISTERED LAND SURVEYOR
(7-23-2020)

NO.	REVISION	DATE
4	PEER REVIEW & PLANNING BOARD COMMENTS	7/23/2020
3	PLAN SET INDEX	5/13/2020
2	NO CHANGES TO THIS SHEET	3/11/2020
1	ADDED CONSTRUCTION DETAILS & REVISED STORMWATER	2/20/2020

MODIFIED DEFINITIVE PLAN
HILLSIDE PARK
MELROSE, MA

OWNER & APPLICANT:
0 SWAINS POND AVENUE
REALTY TRUST
142 HAGGETT'S POND ROAD
ANDOVER, MA 01810

PROJECT LOCUS:
0 SWAINS POND AVENUE
MELROSE, MA 02176
ASSESSORS ID:
PARCEL 1: G3–0–36
PARCEL 2: G3–0–36A

WILLIAMS & SPARAGES
ENGINEERS | PLANNERS | SURVEYORS
189 NORTH MAIN STREET
SUITE 101
MIDDLETON, MA 01949
PHONE: (978) 539-8088
FAX: (978) 539-8200
WSENGINEERS.COM

0' 20' 40' 80'
SCALE: 1"=40'
DECEMBER 4, 2019

PLAN SHEET 1 OF 1
SHEET 1 OF 13

P:\MELR-0003 (Hillside Park)\Drawings\Dwfs\Mod_M4.dwg, D_Jenkin

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

RECEIVED
By Melrose City Clerk at 11:42 am, Jun 19, 2020

CITY OF MELROSE

PLANNING BOARD

ANNE DESOUZA-WARD
Chairwoman

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

DECISION OF THE MELROSE PLANNING BOARD
June 8, 2020

Modified Definitive Subdivision Plan for Swains Pond Avenue, Melrose, MA

Plans dated December 4, 2019 and revised February 20, 2020, March 11, 2020, May 13, 2020 and May 27, 2020

Prepared by Williams & Sparages

Application of 0 Swains Pond Avenue Realty Trust

PROCEDURAL HISTORY

On December 30, 2019, 0 Swains Pond Avenue Realty Trust submitted a Modified Definitive Subdivision Plan pursuant to Massachusetts General Laws, Chapter 41, Section 81T and 81W, in order to modify the previously approved subdivision on Swains Pond Avenue. The original Definitive Subdivision Plan for the property was approved by the Planning Board on October 26, 1998, and endorsed on January 25, 1999. The original subdivision (referred to as the "Colucci Estates Subdivision") was also for nine single-family house lots but the Applicant has proposed to modify the lot lines and roadway design that were previously approved.

The subject property is 7.6 acres and is located off of Swains Pond Avenue and accessed via Maple Terrace and Hillside Park. The property is located within the SR-A District where single-family homes predominate and the minimum lot size is 15,000 square feet. In the immediate vicinity of the subject property are primarily single-family homes and City-owned conservation land. The Ripley School is approximately a half-mile from the site.

Though the Definitive Plan for the Colucci Estates Subdivision was approved in 1998, abutters on Maple Terrace legally challenged aspects of the Plan and the project was held up in Land Court until 2017. At dispute was whether the Colucci Estates property owner had claim over the entire segment of Maple Terrace that cuts through their property or if they only had claim up to the center line of the street. As a part of the settlement order, the Land Court found that the property owner had claims to that entire portion of Maple Terrace but the abutters were entitled to easements that allow them to pass and repass over the street in front of their homes. Those easements have been recorded at the Middlesex South Registry of Deeds.

After the Land Court matters were concluded in 2017, the property was purchased by the current Applicant and he appeared before the Planning Board with a new subdivision proposal, this time

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for one with six lots. The Planning Board accepted the Preliminary Subdivision Plan at their meeting on December 18, 2017. On February 14, 2018, the Applicant withdrew the Preliminary Plan from consideration. A process to permit a dense multifamily development in accordance with MGL Chapter 40B was then initiated, which the City vehemently opposed. After nine months of meetings and correspondence between the City, the Applicant and the affordable housing financing agency MassHousing, MassHousing issued a Project Eligibility Letter to the Applicant on September 20, 2019, which enables them to construct 36 townhouse-style homeownership units on the property. The Applicant later decided to abandon the 40B proposal if they were able to successfully permit a modification of the nine-lot Colucci Estates Subdivision originally approved by the Planning Board.

The original project did not receive Site Plan Approval, an Affordable Housing Incentive Program Special Permit, or a Slope Protection Special Permit since those regulations were not yet in place when the Planning Board approved the project in 1998. The City Solicitor has accepted the Applicant's position that the eight-year zoning freeze commenced at the time that the legal matter was settled in 2017 and that the zoning in place during 1998 should be applied. Therefore, this subdivision modification does not require a Slope Protection Special Permit, an Affordable Housing Incentive Program Special Permit, or Site Plan Approval. In addition, no relief from the Zoning Board of Appeals is required as all nine lots conform to the dimensional regulations of the SR-A District.

PUBLIC HEARING

The Planning Board held public hearings on the Modified Definitive Subdivision Plan on January 27, 2020, when it was opened, May 4, 2020, May 18, 2020, and June 8, 2020, when it was closed. The first public hearing took place in the Cassidy Conference Room, 2nd Floor, City Hall, 562 Main Street while the other three meetings took place remotely through a video conference platform due to the COVID-19 pandemic. All minutes from the public hearing and meetings related to this Application and all documents and comments from the Department Heads, and the public are part of the record and are incorporated herein by reference.

Many abutters and others who attended the public hearings expressed considerable concern about this project, chief being the impact to the environment and potential damage to their homes from the excessive blasting. Concerns were exacerbated by the COVID-19 pandemic because abutters fear they will be home all day listening to the blasting and construction activity. There was also frustration regarding the inability to have in-person public hearings. While they were disappointed with the disruption to the ecosystem and construction impacts, abutters generally felt that the nine-lot subdivision would be preferable to the 36-unit 40B project. The Applicant communicated extensively with all the direct abutters and identified ways to improve the development and provide concessions to make the project more palatable for them.

The Planning Board asked many questions of the Applicant and his team and the documents and plans underwent many changes through the course of the review. Issues around blasting in particular were discussed at great length and the Applicant provided additional information regarding the blasting. A representative from Rock Splitters, the company that will be hired to

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perform the blasting, said that his company has a niche in blasting near existing structures. With the house on the ledge they would work with the relief lines to mitigate disturbance and vibrations behind the blasted area.

The blasting contractor will inspect houses within 500 feet of the blast area while wearing full personal protective gear. Regulations require abutters within 200 feet be notified for pre-blast surveys but the Applicant has offered to pay for additional surveys at his expense. Neighbors will be notified by email or phone to schedule a convenient time. The pre-blast inspectors will be at each house for one to two hours depending on the conditions and about half of that time will be spent outside. Crack monitors will be utilized if needed. There are no registered wells within this area but any wells on abutting properties will be documented during the pre-blast inspection. Should any damage occur as a result of the blasting, affected homeowners will be covered by the blasting company's insurance. All homes in the new development will have radon detection systems in the event that radon is released from the blasting.

The Stormwater Management Plans were also reviewed extensively. The Applicant agreed to pay for a third party review of the Stormwater Plans and the impacts on the wetlands. These items were reviewed extensively by the Engineering Division as well. The plans underwent many changes as a result of these reviews and numerous conditions are included in this Decision which will ensure that drainage impacts are minimized. The Project was also subject to approval by the Conservation Commission for certain waivers of wetlands standards. The Conservation Commission approved the waivers and will issue an Order of Conditions to which this project will have to comply. All of the reports, plans and correspondence pertaining to stormwater review and wetlands protection are part of the record in this case.

There was considerable discussion about the work proposed for the Maple Terrace right-of-way and some concern that work would encroach on private property. The Applicant's engineer explained that all of the work will be within the right-of-way which is 24 feet wide at its narrowest point. He submitted the originating documents that show the width, which are old recorded plans from Land Court and they all mark the width as variable. They surveyed four of the surrounding properties based on their deeds to determine the property lines and are confident that the roadway with sidewalk will not encroach on private property. The proposed widening is consistent with the original subdivision plan approved by the Planning Board and it will allow for a four-foot-wide sidewalk, which will connect with the sidewalk proposed for the new subdivision road and the existing sidewalk on Swains Pond Road. The existing right-of-way is between 16 and 18 feet and the roadway is in very poor condition.

Direct abutters to this portion of Maple Terrace were generally supportive of the road widening and improvements and appreciated the mitigation measures that the Applicant offered to alleviate concerns. Among other concessions, the Applicant agreed to install granite curbing throughout the development including along Maple Terrace where it transitions to Swains Pond Ave; a bituminous curb treatment has originally been planned at that location. All mitigation measures and concessions discussed with abutters and documented by the Applicant to the Planning staff are part of the record in this case and will be implemented by the Applicant.

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The Board also carefully considered the plan to modify the intersection of Swains Pond Avenue and Maple Terrace to ensure that it will provide adequate safety. The plan involves extending the sidewalk, striping a stop bar and adding a crosswalk at the end of Maple Terrace. There will be two stop signs added onto the final plans, including one on Maple Terrace at the intersection with Swains Pond Avenue and one on Maple Terrace at the junction with Patrick's Place. The Engineering Division supports the Applicant's plans and concurs that the changes should enhance safety and slow vehicular speeds. A condition is included in this Decision that requires the Applicant to evaluate the effectiveness of the roadway changes at the intersection after installation of the binder course on the new subdivision roadway. Should any issues arise, the City may require the Applicant to install a raised crosswalk at this intersection or make other modifications to improve safety.

The Planning Board felt strongly that pedestrian access to and from Hillside Park and Maple Terrace be maintained throughout the project and asked for a stated commitment that this will be the case. The Applicant confirmed his commitment to provide safe pedestrian and vehicular access to the existing homes on Hillside Park and Maple Terrace throughout construction. The development includes a plan showing details of the temporary access road which will be made out of gravel. This plan was considered satisfactory to the Board.

There were numerous additional revisions made to the plans to address feedback from the Board and concerns from participants in the public hearing. The surface detention area planned for the corner of Maple Terrace and Patrick's Place was redesigned as an underground retention area; additional catch basins were added on Maple Terrace to alleviate concern about water runoff; safety fencing was added to the top of the ledge cut on the border of lot 9 and the adjoining lots and giant arborvitae were added to the plan between the fence and the ledge cut to screen the view; a stockade fence was added to screen lots 1 and 2 and the existing homes on Swains Pond Ave and large trees were added along the lot line of lot 1; 18 street trees were included along Patrick's Place, the proposed homes on lots 2 & 3 were shifted toward the subdivision roadway and away from the existing homes on Swains Pond Ave and the Applicant described how the various retaining walls would be constructed with sensitivity to existing conditions and required ledge cuts and confirmed that rip rap walls will not be constructed.

There was discussion about the Home Owners Association (HOA) and how maintenance is expected to be performed, specifically for the stormwater management system. According to the Applicant, the HOA will commit two times the yearly maintenance cost into an operating fund and homeowners will be personally liable for damages. The City will have the right to perform maintenance at the HOA's expense if they are not performing it. Regular maintenance will be particularly important due to concerns about flooding in the neighborhood. Similarly, regular maintenance of the open space on Lot 1 will be required to provide the needed sight distance on Patrick's Place. These maintenance requirements are conditions of this Decision.

The Planning Board probed into the number of truckloads of stone that will be removed to give the neighbors a sense of the level of activity. The Applicant's engineer estimates that the quantity of rock blasted will be roughly 65,000 cubic yards. Some of the rock will be used for fill and some for retaining walls so not all of this rock will be removed from the site. It is estimated that

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approximately 1,100 -1,200 truckloads will be removed over the course of the six-month duration anticipated for the blasting work. The Applicant also clarified that stone will not be crushed onsite.

There was considerable discussion around construction sequencing, construction oversight, hours of construction, and communication to abutters during construction. Construction will generally occur between the hours of 7AM and 3PM on Monday through Friday and not start before 8AM on Saturdays. No construction will be allowed on Sundays or holidays. The clerk of the works hired by the Applicant to oversee construction of the roadway and installation of the utilities will be subject to the approval of the City Engineer. Communication with the abutters will take place on a regular basis and the Applicant will personally make himself available to abutters by providing his cell phone and email for direct communication. Police details will be hired by the Applicant as needed to maintain safe conditions. A pre-construction meeting will occur prior to any activity related to this development with all of the relevant city officials to review these procedures, among others, and all of these items are conditions of this Decision.

WAIVERS

According to *The Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts*, the Planning Board may waive its rules when "such action is in the public interest and is not inconsistent with the Subdivision Control Law." The Modified Definitive Plan for Swains Pond Avenue required eight waivers from the Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts, including:

1. A waiver from the minimum allowable centerline radii of 100 feet to allow the proposed centerline radii of 90 feet and 95 feet along portions of Patricks' Place.

2. A waiver from the minimum allowable intersection angle of 60 degrees to allow the proposed intersection angle of 58 degrees between Patrick's Place and Maple Terrace.

3. A waiver from the requirement that street lines at intersections be cut back and connected with a radius of not less than 20 feet to allow the proposed side line radius at the intersection of Patrick's Place and Maple Terrace of 10.81 feet.

4. A waiver from the minimum allowable width of street right-of-way of 50 feet to allow the proposed width of 40 feet for Patrick's Place and the improved portion of Hillside Park.

5. A waiver from the maximum allowable roadway grade of 10% to allow the proposed roadway grades of 12% for Patrick's Place and 14.5% for the improved portion of Hillside Park.

6. A waiver from the maximum dead end length of 500 feet to allow the proposed roadway length of 651.84 feet for Patrick's Place.

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7. A waiver from the minimum width of roadways between curblines of 32 feet to allow the proposed width of 24 feet between curblines for Patrick's Place and the improved portion of Hillside Park.

8. A waiver from the requirement to construct sidewalks on both sides of the new subdivision roadway. Sidewalks will be constructed on the westerly side of Patrick's Place.

Several of these waivers are consistent with those granted by the Planning Board for the Colucci Estate Subdivision Plan. Others are new and will improve the layout and reduce the amount of blasting required to build the subdivision.

FINDINGS

The Planning Board found that the modifications made to the Definitive Plan for Swains Pond Avenue would result in an improvement over the previously approved Colucci Plan in terms of the subdivision design and impact to the land. Further, the nine-lot subdivision is vastly preferred over the 36-unit 40B proposal approved by MassHousing. By reviewing the project through the Modified Definitive Subdivision Plan process, the Planning Board is able to provide input into what ultimately happens on this site. If this site was instead the subject of a 40B proposal, it would only go before the Zoning Board of Appeals as a part of the Comprehensive Permit process.

The Planning Board noted that the nine lot subdivision was previously approved by the Board and that the conditions related to that approval are still valid. The major change from the original Definitive Plan to the Modified Definitive Plan involves moving Patrick's Place approximately 60 feet to the west. The road in the Colucci Estates plan would have crossed the wetland at an elevation approximately 10 feet lower than the wetland itself, which would have created a waterfall effect. Now, the crossing will happen at a lower section of the wetland and the road will be located about 10 feet higher than the wetland, causing less of a disturbance and allowing the crossing to comply with regulatory standards. Moving the roadway will also decrease the proposed grade for the improved portions of Hillside Park, allowing for a more gradual approach to the existing roadway, which is quite steep, and allow for a more uniform and consistent neighborhood within the subdivision. All nine house lots will be off the new road and have a similar appearance. The subdivision from 1998 would have included one house accessed directly from Swains Pond Avenue and built into the side of a cliff.

Other changes include the reduction in the width of the right-of-way from 50 feet to 40 feet and the extension of the length of the road from approximately 582 to 652 feet. All physical aspects of the road in terms of pavement, curbing, and sidewalks are identical to those in the Colucci Estates Subdivision. The road will continue to have a 12% grade, which is not ideal but is consistent with the Colucci Plan and done to minimize blasting. A four-foot wide sidewalk will be built along one side of the roadway. The Applicant will pay into the City's sidewalk fund for unbuilt portion of the sidewalk. A narrower right-of-way will improve the uniformity of the neighborhood, minimize blasting and land alteration and decrease the amount of impervious

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surface area associated with the road. To help realize the benefits of moving the roadway and reducing the right-of-way, the Applicant proposes to decrease the center line turning radius in the cul-de-sac from 100 to 90 and 95 feet. The lot lines for the nine lots were also altered slightly to better work with the site's terrain and avoid unnecessary blasting. The result is lot sizes that are generally the same size as those in the Colucci Estates Subdivision.

The modified subdivision still includes a substantial contribution of land as open space. On the Colucci Plan, three lots totaling 66,723 square feet were to be conveyed to the city. The modified plan identifies lot 10 to be conveyed to the City for conservation purposes, which totals 90,573 square feet. The Applicant shall also place an open space and sight distance easement on lot 1 which will represent an additional 18,850 square feet. This mechanism is being used because the open space on lot 1 will provide necessary sight lines for the new road. It will be planted with a natural wildflower mix and maintained by the lot 1 homeowner. Lot 10, which will be conveyed to the City as conservation land for protection in perpetuity, will include an easement for maintenance of the stormwater management system. In total there is 109,423 square feet of land being deeded for open space protection which represents a 64% increase from what was outlined the Colucci Estates Plan.

The Planning Board found that granting the eight waivers to support the Modified Definitive Plan is consistent with *The Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts*, is in the public interest, and is consistent with the Subdivision Control Law. The reduced centerline radius is sufficient to accommodate large public safety vehicles and solid waste removal trucks while minimizing the amount of impervious surfaces. The intersection angle at Patrick's Place and Maple Terrace is only two degrees less than the required minimum angle of 60 degrees. At 10.81 feet, the proposed side line radius at the intersection of Patrick's Place and Maple Terrace is three feet shorter than the 13.81-foot radius that the Planning Board initially approved for the Colucci Estates Subdivision. The reduction in the width of the roadway from 50 to 40 feet is consistent with other subdivision roads approved by the Planning Board and it helps reduce impervious surface area. The roadway grade of 12% for Patrick's Place is unchanged from the approved Colucci Estates Subdivision and the proposed grade for Hillside Park has been reduced from 15.5% to 14.5%. The length of the dead end road is 70 feet longer than the roadway in the Colucci Estates Subdivision, but the Board found that the length of the road would have little impact on the surrounding neighborhood and the greater length helps enable the improved wetland crossing. The width between curblines of 24 feet is consistent with other subdivision roads approved by the Planning Board. Finally, while the Applicant will only be providing sidewalks on one side of Patrick's Place, he will make a payment into the City's sidewalk fund and is also constructing a new sidewalk on Maple Terrace.

Based upon the aforementioned, and in consideration of the input received at the public hearing, the Planning Board voted to approve the Modified Definitive Subdivision Plan with the waivers cited above and subject to the following conditions:

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CONDITIONS

#	Condition	Timeframe for Compliance	Verification Department (Initial)	Completed (Date)
1	Approval is for a Modified Definitive Subdivision Plan under the Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts. All new construction and changes to the site shall be consistent with the information delineated on the plans dated December 4, 2019 and revised through May 27, 2020. Any deviation from the final approved plans and materials submitted as part of the application must be approved by the Planning Board in advance of construction, except as otherwise noted herein. This approval is based upon the following application materials and the plans submitted by the Applicant:			

Date / (Stamp Date)	Submission
(1/6/20)	Initial Application submitted to the City Clerk's Office
(1/16/20)	Narrative Describing Plan Changes
1/16/20 / (1/16/20)	Memo from Attorney James P. Mitchell
1/27/20 / (5/8/20)	Color Site Plans
1/27/20 / (5/15/20)	Open Space Planting Rendering
2/17/20 / (5/4/20)	Sections with 87 Swains Pond Avenue
3/11/20 / (4/28/20)	Revised Stormwater Report
3/11/20 / (5/8/20)	Work Zone Map
3/27/20 / (4/28/20)	Response to DPW Review, Response to Peer Review
4/23/20 / (4/28/20)	Site Distance Sketches
(5/1/20)	Executive Summary, Presentation for 5/4/20 Meeting
(5/8/20)	Developer's Notes from 5/4/20 Meeting, Plan Showing Zoning Envelope
5/8/20 / (5/8/20)	Plan Showing Intersection of Swains Pond Avenue and Maple Terrace, Revised Construction Sequence
5/11/20 / (5/15/20)	Stormwater Pollution Prevention Plan
(5/12/20)	Questions from 1/27/20 Meeting
5/13/20 / (5/15/20)	Revised Modified Definitive Plans
5/14/20 / (5/15/20)	Blasting Plan, Response to Supplemental Peer Review
(5/15/20)	Retaining Wall Fence Examples, Retaining Wall Photos
(5/19/20)	Deeds and Plans for Maple Terrace
5/19/20 / (5/20/20)	Plan Showing Road Layout Widths on Maple Terrace
(5/20/20)	TOC for 5/18/20 Meeting
5/20/20 / (5/27/20)	Letter from Blasting Contractor
5/21/20 / (5/27/20)	Plan Showing Temporary Construction Road
5/26/20 / (5/27/20)	Plan Showing Blasting/Cut Depths
(5/27/20)	TOC for 6/1/20 Meeting, Questions from 5/18/20 Meeting, Stockade Fence Examples, Construction Sequence Diagram
(5/28/20)	Survey Methods
5/28/20 / (5/28/20)	Memo from Attorney James P. Mitchell

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2	Before endorsement of the plan, the construction of ways and installation of municipal services shall be secured by a covenant, in form and substance satisfactory to the City of Melrose, approval of which shall not be unreasonably withheld, whereby such ways and services shall be provided to serve any lot before that lot may be built upon or conveyed, as provided in General laws, Chapter 41, section 81-U, or by deposit of a satisfactory surety in form and amount acceptable to the City as provided in Chapter 41, section 81-U.	BP	OPCD	
3	The final plans presented to the Planning Board for Endorsement shall contain all of the plan elements discussed and agreed upon by the Applicant during the public hearing. Among other revisions, the final plans shall illustrate granite curbing extending the entire length of Maple Terrace to Swains Pond Road and stop signs on Maple Terrace.	Endorsement	PB	
4	The Applicant/Owner, its successors and/or assigns, shall be required to submit a schedule of values for the site and utility work so that a tripartite agreement can be developed commensurate with the estimated costs of the individual unit items.	BP	OPCD/ Engineering	
5	Prior to commencing construction, the Applicant/ Owner, its successors and/or assigns, shall be required to hold a pre-construction meeting with City officials to review procedures and conditions that must be maintained during construction.	BP	Engineering / Fire / Police / OPCD / Building Commissioner	
6	Prior to commencing construction, the Applicant/ Owner, its successors and/or assigns, shall be required to provide detailed information pertaining to the quantity of blasting and rock/earth removal, and details for blasting and rock/earth removal to be implemented prior to and during construction for review and approval.	BP	Engineering / Fire / Police / OPCD / Building Commissioner	
7	The Applicant/Owner, its successors and/or assigns, will be required to pay a one-time infiltration/inflow (I/I) fund contribution for any increase in proposed sewer flows compared to existing conditions. The current cost for this fee is $6.89 per gallon per day (gpd), calculated using Title 5 flows to determine the pre and post-construction conditions. The Applicant shall contact Scott Dixon in the Engineering Division at 781-979-4172 to initiate this review.	BP	Engineering	

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8	The Applicant/Owner, its successors and/or assigns, shall submit for Fire Department review and approval a written blasting plan including without limitation specific procedures and plans for drilling and blasting, safety, and protection, and documentation of pre-blasting conditions of bordering properties. The Plan will provide the option for abutters who are within 500 feet of the blasting locations to request a pre-blast survey at the Applicant's expense.	BP	Fire Department	
9	Construction of ways and installation of services shall be subject to the requirements of and inspection of the Department of Public Works and approved by the City Engineer. Given the extent of infrastructure work required to install this development, the Applicant/ Owner, its successors and/or assigns, is required to provide a full-time construction inspector during utility and roadway installation, to provide oversight, daily reporting, and recordkeeping to be provided to the City. The Engineering Division must approve the resume of the proposed Clerk-Of-The-Works.	BP	Engineering	
10	Street opening and utility permits will be required through the Engineering Division and can be obtained by bonded and insured contractors by contacting Rick Cantone, Staff Engineer, at 781-979-4172. The Engineering Division shall be notified at least 48 hours prior to any work in the public way or utility work. All work within or impacting the roadway must be performed in coordination with the Engineering Division and the Melrose Police Department, and any police and fire details required as part of the project are the responsibility of the Applicant.	BP	Engineering	
11	Utility permits for the individual lots shall not be granted without detailed design information for each home showing how appropriate water and sewer service connections can be accommodated.	BP	Engineering	
12	The Applicant/Owner, its successors and/or assigns, shall be required to perform confirmatory soil test pits to establish the vertical separation from the estimated season high groundwater table to the bottom of the system for the roof recharge systems.	BP	Engineering	

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13	The Applicant/Owner, its successors and/or assigns, shall conduct flow and pressure calculations to determine if individual water booster pumps will be needed for the units in the proposed development. If booster pumps are warranted, they shall be provided by the Applicant.	BP	Engineering	
14	The Applicant/Owner, its successors and/or assigns, shall submit a detailed construction plan for the culvert replacement construction work at Maple Terrace for review by the Engineering Department prior to the commencement of this construction activity, and this plan should include additional sedimentation and erosion control provisions for this work. The construction work shall be done during low flow conditions.	BP	Engineering	
15	The Applicant/Owner, its successors and/or assigns, shall submit a final Landscape Plan prepared by a Registered Landscape Architect to the Engineering Division that shows specifics of the vegetated buffers along the abutting properties. In addition, all street tress shall be located at least 10 feet from utilities and driveways. If this cannot be achieved, the maximum separation possible from utilities should be maintained. All plantings should be guaranteed for a minimum of two years.	BP	Engineering	
16	The Applicant/Owner, its successors and/or assigns, shall submit two (2) paper copies of the Definitive Plan to the City Engineer upon final approval of the project and prior to commencement of construction.	BP	Engineering	
17	Safe pedestrian and vehicular access to Maple Terrace and Hillside Park shall be required to be maintained throughout construction. The Applicant/Owner, its successors and/or assigns shall provide the City Engineer and affected abutters with regular updates on the access conditions and roadway relocations.	During Construction	Engineering	
18	Construction vehicles shall access the site using main roads whenever feasible and avoid highly residential areas. No parking of construction vehicles shall be allowed within the City's right-of-way. There shall be no idling or disruptive queuing of construction vehicles.	During Construction	Engineering	

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19	The Applicant/Owner, its successors and/or assigns, shall coordinate the schedule of trucking to the site associated with the ledge removal operation with the Police Department to determine if police details will be needed to mitigate impacts of the trucking.	During Construction	Police Department	
20	The Applicant/Owner, its successors and/or assigns, shall be required to maintain communication with City officials and abutters throughout construction	During Construction	Engineering	
21	Construction activities shall occur in accordance with the City of Melrose Noise Ordinance. The Applicant/ Owner, its successors and/or assigns, shall employ accepted dust management standards and shall limit noise impacts to the extent practical. Construction hours shall generally be limited to between 7AM and 5PM daily, except for construction activity related to blasting and rock removal which shall be limited to between 7AM and 3PM daily. No construction activity shall begin before 8AM on Saturdays. There shall be no construction activity on Sundays or Holidays.	During Construction	Building Commissioner	
22	The Applicant/Owner, its successors and/or assigns shall make every effort to ensure that rock removal vehicles and equipment shall be outfitted with Broadband Noise (White Noise) backup alarm devices or backup alarms with proximity sensors rather than the conventional audible backup alarm to reduce excessive noise.	During Construction	Engineering	
23	All construction plans and procedures shall adhere to the Building Codes of the Commonwealth and City, including but not limited to safety measures required in regard to fencing on or near deep ledge cuts.	During Construction	Building Commissioner	
24	The Applicant/Owner, its successors and/or assigns, shall provide a mock-up of a typical retaining wall on site for review and approval by the Planning Board in the field. The Applicant/Owner shall also provide an example of the sloped placed stone wall. No rip rapc shall be allowed.	During Construction	OPCD	
25	The Applicant/Owner, its successors and/or assigns, shall be responsible for solid waste removal from the property during construction. Trash and recycling curbside pickup, as well as snow removal, will be provided by the City's contractor once roadway paving is complete to the satisfaction of the Engineering Division. The City reserves the right to change this policy at any time.	During Construction	Engineering	

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26	Any required backflow prevention devices must be registered for routine inspections with the City's subcontractor, Water Safety Services Inc., in Woburn, MA. The Applicant/Owner, its successors and/or assigns, must contact Water Safety Services at 781-932-8787 to add this address to the inspection list should cross connection controls be required. All initial inspections shall be completed prior to occupancy.	CO	Engineering	
27	The Applicant/Owner, its successors and/or assigns, shall be responsible for purchase and installation of standard City street signs in consultation with the City Engineer.	CO	Engineering	
28	The existing natural features, including trees and shrubs located outside the area of construction shall be protected and remain in a natural state during construction.	CO	Engineering	
29	The Applicant/Owner, its successors and/or assigns, shall be required to complete the subdivision roadway within two (2) years of approval of the Modified Definitive Subdivision Plan.	CO	Engineering	
30	Whereas sidewalks are only shown on one side of the proposed "Patrick's Place" road, the Applicant/ Owner, its successors and/or assigns, shall be required to provide a contribution to the sidewalk fund in lieu of the second sidewalk. The sidewalk fund contribution shall be equivalent to the square footage of the sidewalk that is not being provided, times the cost at the time of project approval of installing cement concrete sidewalks under the City's applicable services contract.	CO	Engineering	
31	Telephone, electric/street lighting, CATV, and fire alarm feeds through the development shall be located underground.	CO	Engineering	
32	A Street Lighting Plan shall be submitted to the Engineering Department that depicts the final locations and design once determined by the utility provider.	CO	Engineering	

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33	The Applicant/Owner, its successors and/or assigns, shall add short service connection liners at each service connection along the portion of sewer main on Maple Terrace downstream of the proposed connection for the project in order to allow this main to remain in service and serve the proposed development. Alternatively, the Applicant may replace the main and sections of the services on Maple Terrace at their expense.	CO	Engineering	
34	The Applicant/Owner, its successors and/or assigns, shall replace the water main on Maple Terrace from Swains Pond Avenue to the new "Patrick's Place" road, beginning at the sideline of Swains Pond Avenue with a new 8-inch gate valve.	CO	Engineering	
35	Should the Applicant/Owner, its successors and/or assigns, wish to extend gas service to the new development, it shall be the Applicant's responsibility to coordinate this work with National Grid and all costs shall be borne by the Applicant or National Grid. This work would also require a grant of location from the Melrose City Council.	CO	Engineering	
36	The Applicant/Owner, its successors and/or assigns, shall at his/her expense restore sidewalks, driveway aprons, curbing, roadway, street lights, pavement markings, and all other appurtenances on Swains Pond Avenue, Maple Terrace, and Hillside Park to their pre-construction condition or better. Roadway restoration will require curb-to-curb paving of any disturbed areas, including milling and inlaying to repair those areas. All curbing shall be made of granite.	CO	Engineering	
37	Following placement of the binder course on the new subdivision road, the Engineering Division shall evaluate the effectiveness of the roadway changes at Swains Pond Avenue and Maple Terrace in terms of safety and vehicular speed. The City Engineer shall require the Applicant/Owner, its successors and/or assigns, to install a raised crosswalk at the intersection or take other measures as reasonably necessary to improve safety.	CO	Engineering	

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38	The Applicant/Owner, its successors and/or assigns, shall submit a checklist for monitoring and reporting requirements for items such as the stormwater management systems, wetland protection, landscaping, etc. during both the construction phase and the long term. The long-term checklist shall be provided to the homeowner's association to assist in their ability to follow through with the many tasks required of them once the Applicant's work is completed.	CO	Engineering	
39	The Applicant/Owner, its successors and/or assigns, is required to meet all components of the City's Stormwater Management Plan, including construction site monitoring that will take place to ensure erosion and sedimentation controls are accurate.	CO	Engineering	
40	The Applicant/Owner, its successors and/or assigns, shall submit a homeowner's association document that outlines the responsibilities of the Home Owners Association as it relates to the long-term maintenance of the stormwater management system, wetland protection, landscaping, etc. to the Engineering Division and the Office of Planning and Community Development.	CO	Engineering / OPCD	
41	The Applicant/Owner, its successors and/or assigns, shall convey the land on Lot 10 to the City of Melrose's Conservation Commission for preservation in perpetuity. The Applicant/Owner, its successors and/or assigns, shall reserve an easement over lot 10 to install and maintain an underground detention area.	CO	Conservation Commission	
42	The Applicant/Owner, its successors and/or assigns, shall submit a copy of the recorded easement and deed restriction to the Office of Planning and Community Development that designates the "Open Space Easement" and "Sight Distance Easement" just west of the intersection of Patrick's Place and Hillside on Lot 1 as undevelopable open space in perpetuity.	CO	OPCD	

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43	The Applicant/Owner, its successors and/or assigns, shall submit final as-built plans to the Building Commissioner, the Engineering Division, and OPCD when construction of the project is completed. These plans must show all utilities, both above and below ground, including sizes, materials, and slopes, along with roadway grades, locations of structures, curb cuts, sidewalks, landscaping, etc. The Applicant shall resubmit revised plans pursuant to any comments provided by the Engineering Division. Final occupancy will not be issued without approved as-built plans.	CO	Engineering / Building Commissioner / OPCD	
44	The Home Owners Association shall be responsible for all maintenance requirements for each of the elements of the stormwater management system, with the exception of the individual roof drain systems, which are the responsibility of the individual homeowner. The requirement for maintenance must be incorporated into any homeowners' agreement.	Perpetual	Engineering	
45	The Home Owners Association shall be required to submit documentation to the City Engineer showing that the required long-term maintenance is being performed pursuant to the required schedules. Furthermore, the City shall have the right to enter and maintain all stormwater systems if adequate maintenance of the systems is not being performed, with costs assumed by the Home Owners Association. Similarly, the City shall have the right to enter and maintain the "sight distance easement" on Lot 1 if adequate maintenance is not being performed by the homeowner, with costs assumed by the Home Owners Association.	Perpetual	Engineering	

RECORD OF VOTE

The following members of the Planning Board voted to approve the Modified Definitive Plan for Swains Pond Avenue with the requested waivers from the *Rules and Regulations Governing the Subdivision of Land in Melrose, Massachusetts*, subject to the above-stated terms and conditions:

Michael Cassavoy	Carla Morelli	Gregory Sampson
Anne DeSouza-Ward	Sharon Petrillo	Jack Welch
Paul King	John Sadowski	

No members of the Planning Board voted against the Modified Definitive Plan for Swains Pond Avenue. Robert Mercado abstained from the vote.

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FOR THE MELROSE PLANNING BOARD

Greg Sampson ELS

Gregory Sampson, Clerk

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WILLIAM I.
THOMPSON IV

January 19, 2023

Lily Martin
Communications and Community Outreach
City of Melrose, Office of Mayor Brodeur
562 Main Street
Melrose, Massachusetts 02176

Dear Lily,

Thank you for the call on Wednesday regarding the appointment as a member of the Board of Registrars of Voters. I would like to confirm my interest in accepting this role.

Sincerely,

William I. Thompson, IV

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642 Franklin Street Melrose Massachusetts 02176 [redacted] [redacted]

WILLIAM I. THOMPSON IV

Sales & Marketing, Leadership

I have spent the past 30 years representing growth organizations in diverse roles including sales & marketing, accounting & finance, and strategic alliances & program development. My background consists of commercial representation for IBM Maximo Asset Management, HxGN Enterprise Asset Management (EAM), and other condition monitoring facilities intelligence software applications, services, and platforms.

I have been successful selling, marketing, and establishing long-standing business relationships by aligning with strategic partners to help fuel my company's growth.

My track record is represented by profitability and success. I am an independent thinker who surrounds himself with a strong, efficient, and effective network. I work diligently to instill a confidence in the organization and work to support that with daily execution as my core work ethic and principle.



I am interested in the Board of Registrars of Voters appointment as an opportunity to continue my interest in the civic process. I am a long-time volunteer for Melrose Little League, Babe Ruth, Melrose Youth Soccer, the City of Melrose Recreation, and Junior Achievement. I currently serve on the Board of Directors for Melrose Little League as acting treasurer. I have four sons active in youth sports and activities in Melrose and take great pride in our fantastic community.

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STRENGTHS

Experience & Leadership
Marketing
Strategic Alliances
Sales
Business Development

SKILLS

Communications
Customer Engagement
Go-To-Market Strategy
Marketing Program Development
Sales Enablement
Team Collaboration

CONTACT

PHONE:
[redacted]

EMAIL:
[redacted]

EDUCATION

University of Massachusetts at Lowell
Manning School of Business – MBA Program
Completed Coursework 2021-22

Cornell University
Johnson Graduate School of Management – Graduate Level Certificate
Marketing Strategy – 2016

Harvard University
Extension School – Graduate Level Certificate
Special Studies in Administration & Management – 2004

Westfield State University
BS – Business Administration with concentration in Accounting – 1992

WORK EXPERIENCE

Newcomb Hollow Marketing Solutions – Managing Director
August 2022 – Current

- Enterprise Asset Management Sales & Marketing Strategy Consultant
- Website Analysis & Recommendation Reporting
- Disruptive Marketing Plans for Stagnant Industries

Datamura Solutions – Vice President, Sales & Marketing
April 2021 – August 2022

- Established sales and marketing function for innovation company.
- Created website and social media content.
- Developed sales pipeline and reporting structure.
- Led lead generation strategy and tactical execution.
- Published a facilities and engineering use case study with AstraZeneca.
- Presented facilities intelligence topic at international pharmaceutical technical-operations event.

JFC & Associates – Director, Sales & Marketing
February 2020 – March 2021

- Established sales and marketing function for consultancy business.
- Executed Business Development, Sales, Marketing, and Strategic Alliance function for EAM (Enterprise Asset Management) & IBM Maximo Asset Management software and solutions.
- Completed Zoho CRM design and deployment.
- Doubled LinkedIn professional followers.
- Tripled website traffic.
- Facilitated the Northeast Maximo User Group Meeting 2x annum.
- Nominated and received 2020 Internet of Things Platform Solutions award from reliabilityweb.com.

GenesisSolutions – Global Director, Asset Performance Optimization
July 2007 – January 2020

- Contributed and led sales and marketing efforts for global EAM Systems & Technology consulting practice.
- Created revenue stream for novel integrated CMMS & Asset Reliability service and delivery.

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- Doubled company revenue in first five years through the creation and deployment of an integrated marketing communications program.
- Facilitated Global EAM Seminar and Pharmaceutical EAM Symposium schedule and program.
- Nominated and received 2017 Solutions award for Asset Criticality Ranking Tool from Uptime Magazine.

Work Technology Corporation – Eastern North America Sales Manager
August 2000 – July 2007

- Led IBM Maximo software, planning and scheduling, data validation, and service sales in Eastern United States, Canada, and the Caribbean.
- Helped increase customer base 1.5x and closed major energy sector and US National Laboratory accounts.
- Presented at annual Caribbean Maximo User Group meetings.
- Co-facilitated as Team Lead for Facilities Management Maximo User Group meetings.

Project Software & Development, Inc. (PSDI) – Accounting & Strategic Alliances Positions
August 1992 – August 2000

- Started career as Accounting Clerk
- Gained required experience as US Air Force Accounting & Finance college co-op through Westfield State College's program with Holyoke Community College.
- Promoted to Staff, Senior, and Supervisory Accountant positions.
- Managed rapid growth, expansion, acquisitions, and a successful IPO and secondary offering.
- Transitioned into a Strategic Alliances representative role, managing the Maximo Connect Partner Program.
- Functioned as Partner & Sponsor Manager for Maximo World Conferences 1996-2000, grew sponsorships and partner exhibition revenue year-over-year in same time frame.
- Awarded PSDI PRIDE Award 1999 for Outstanding Achievement.
- Selected to lead inaugural PSDI Events Committee to help maintain small company culture during rapid growth phase.
- Served as liaison between PSDI Executive Team and EAM Industry Analyst Community 1996-2000.

PERSONAL

Married to Anne with 4 sons (Liam, Jack, Benjamin & James)
Active in City Youth Sports and Leadership Ages K-High School
Jimmy Fund Dana-Farber Cancer Institute Summer Baseball Program Lead

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Board of Registrars of Voters
Date: January 24, 2023

I respectfully request the Honorable City Council confirm the appointment of registered Republican William I. Thompson, IV of 73 Beacon Street, to the Melrose Board of Registrars of Voters for a one-year term, said term to fill the appointment of Cynthia Silveria, who has resigned from the Board and whose term would expire on the last day of March 2024.

Mr. Thompson is a long-time volunteer for Melrose Little League, Babe Ruth, Melrose Youth Soccer, the City's Recreation Department, and Junior Achievement. Mr. Thompson has spent the past 30 years of his professional career in diverse roles including sales & marketing, accounting & finance, and strategic alliances & program development.

Mr. Thompson is eager to continue his service to Melrose by serving on the Board of Registrars of Voters and to continue his interest in the civic process.

Thank you for your consideration.

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Commission on Disability Reappointments
Date: January 24, 20223

I respectfully request the Honorable City Council confirm the reappointments of the following Melrose Commission on Disability members:

- David Hoff, 46 Warwick Road, for a three-year term, said term to expire on the last day of February 2026.
- Garin Boyd, 12 Mt. Vernon St., Unit 31, for a three-year term; said term to expire on the last day of February 2026.

Under the leadership of Chair David Hoff and the membership Garin Boyd, the Commission on Disability, in partnership with the Mayor's Office, has played a pivotal role in moving forward the City's ongoing efforts to assess the current level of ADA compliance in City programs, services, activities, and City-owned facilities by initiating, and receiving grant funding for, our City's ADA Self-Assessment that has been completed by the Institute of Human Centered Design.

I look forward to their continued work in this area, as well as helping drive forward the City's slogan, "One Community, Open to All," through their collaboration with other community organizations such as Follow Your Art Studios, the Racial Justice Community Coalition, and Friends of METCO Melrose, to name a few.

Thank you for your consideration.

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David Hoff
46 Warwick Road
Melrose, MA 02176

January 3, 2023

Mayor Paul Brodeur
Melrose City Hall
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur:

I am writing to request reappointment for another 3-year term to the City of Melrose Disability Commission.

As an original member of the commission since 2020, I have played an integral role in the establishment and ongoing evolution of the commission. Since becoming chair in May 2021, I have worked to ensure that the commission functions in an effective manner operationally, while fulfilling its mission for Melrose to be a community that is fully accessible and welcoming to people with disabilities. Since the commission was established, we have worked to be responsive to city officials and departments in terms of disability issues, while also serving as a forum for city residents to raise issues and concerns. I am extremely proud to have led the development of the grant application to the Massachusetts Office on Disability to fund the accessibility Self-Evaluation and Transition Plan, which will serve as a long-term blueprint for the city to ensure an accessible and welcoming environment for people with disabilities. In addition to the completion and release of this plan, over the next year, the commission's priorities include continuing to increase its public presence and connections in the community, and working on an education program for community organizations on promoting access for people with disabilities.

My work on the commission is complemented by my professional role as an advocate for disability rights and inclusion, as a staff person at the Institute for Community Inclusion at UMass Boston. The knowledge and expertise from my 30+ years as a professional in the disability field, will continue to be a major asset in my role on the commission.

Attached is a professional CV with additional details on my background.

It would be an honor to continue to serve on this commission. Please let me know if you need any additional information.

Sincerely,

David Hoff

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Name: **David P. Hoff, M.S.W.**

Title: Program Director
Institute for Community Inclusion
University of Massachusetts,
Boston, MA

Education

Degree	Institution Conferring	Year
B.S.	Cornell University (Business)	1981
M.S.W.	Rutgers University (Social Work)	1994

Professional Employment

Organization	Nature	Years
Our House, Inc. Berkeley Heights, NJ	• Employment Specialist • Project Manager	1991-1993 1993-1995
Institute for Community Inclusion Boston Children's Hospital & University of Massachusetts Boston	• Training Associate • Lead Training Associate • Project Coordinator	1995-1999 1999-2001 2001-2003
Metro North Workforce Board Cambridge, MA	• Associate Director	2003-2006
Institute for Community Inclusion University of Massachusetts Boston	• Senior TA Specialist • Program Director	2006-2011 2011-present

Representative Training/Consulting

Where	Nature	Years
Division of Vocational Rehabilitation State of Colorado	Online Training: a) *Career Counseling for Youth w/Intellectual Disabilities*; b) *Technology & Students w/Intellectual Disabilities*	2021
Division of Vocational Rehabilitation **Division for the Blind & Visually Impaired** State of Vermont	Technical assistance on creating youth apprenticeships	Ongoing
Division of Developmental Disabilities State of Missouri	Program Director - training & technical assistance project for employment service providers	2018 - present
Community Transportation Association Washington, DC	TA staff for national project on inclusive transportation planning	2017 - present
WA State Transition Conference Tacoma WA	Conference keynote: *Maintaining Employment Focus for Transition*	2019

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Professional Affiliations

National APSE, Rockville, MD
- Board Member – 2008 to 2016
- Board President – 2012 to 2014
- Co-Chair – Public Policy Committee – 2009 to Present

Massachusetts APSE, Boston, MA
- Board Member – 2011 to present
- Board President – 2015 to present

New England Business Associates (Community Rehabilitation Provider), Springfield, MA
- Board Member – 2002 to present
- Board President – 2008 to present

Imagine Enterprises (Service Provider, Technical Assistance Agency), Houston, TX
- Board Member – 2007 to present

Representative Publications

Hoff, D., Stoehr, M., Roy, S., DeYoung, A. (2021). Work-Based Learning for Students with High Support Needs: Themes, Strategies, and Policy Recommendations. Boston, MA: Institute for Community Inclusion

Hoff, D. (2020). Using Technology to Provide Quality Services Remotely. Boston, MA: Institute for Community Inclusion

Hoff, D. (2015). Ensuring Excellence in Community-Based Day Supports: A Guide for Service Providers and Staff. Boston, MA: Institute for Community Inclusion

Hoff, D. (2014). WIA is now WIOA: What the New Bill Means for People with Disabilities. Boston, MA: Institute for Community Inclusion

Hoff, D. (2013). Disability, Unemployment & Poverty. Communities & Banking: Fall 2013, Vol. 24, No. 4, pp. 16-18.

Hoff, D., Smith, F. (2011). Job Seekers with Disabilities at One-Stop Career Centers: An Examination of Registration for Wagner-Peyser Employment Services. Boston, MA: Institute for Community Inclusion

Kiernan, W., Hoff, D., Freeze, S., Mank, D. (2010). Senate Testimony Regarding the Reauthorization of the Workforce Investment Act (WIA) of 1998. Journal of Vocational Rehabilitation: Vol. 32, No. 1, pp. 1-14.

Kiernan, W., Hoff, D. (2011). Employment First: A Beginning Not an End. Intellectual and Developmental Disabilities: August 2011, Vol. 49, No. 4, pp. 300-304.

Hoff, D., Gandolfo, C., Gold, M., Jordan, M. (2000). Demystifying Job Development. St. Augustine, FL: Training Resource Network, Inc.

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
RE: Commission on Disability Reappointments
Date: January 24, 20223

I respectfully request the Honorable City Council confirm the reappointments of the following Melrose Commission on Disability members:

- David Hoff, 46 Warwick Road, for a three-year term, said term to expire on the last day of February 2026.
- Garin Boyd, 12 Mt. Vernon St., Unit 31, for a three-year term; said term to expire on the last day of February 2026.

Under the leadership of Chair David Hoff and the membership Garin Boyd, the Commission on Disability, in partnership with the Mayor's Office, has played a pivotal role in moving forward the City's ongoing efforts to assess the current level of ADA compliance in City programs, services, activities, and City-owned facilities by initiating, and receiving grant funding for, our City's ADA Self-Assessment that has been completed by the Institute of Human Centered Design.

I look forward to their continued work in this area, as well as helping drive forward the City's slogan, "One Community, Open to All," through their collaboration with other community organizations such as Follow Your Art Studios, the Racial Justice Community Coalition, and Friends of METCO Melrose, to name a few.

Thank you for your consideration.

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Mayor Paul Brodeur
Melrose City Hall
Melrose, MA 02176

Dear Mayor Brodeur:

Happy New Year! I hope this letter finds you well. I am submitting this letter of interest to ask for reinstatement onto to the Melrose Commission on Disability for a new term beginning February 2023.

During my first term, I have been very proud to have served on the Melrose Commission on Disability. I am emboldened by the work that has been done through this Commission. I feel like heading into 2023 that the Melrose Commission on Disability is situated in a strong place to continue its service to the community. I feel as though our meetings are productive, inclusive and mindfully managed by both our chair David Hoff and all the commissioners that attend. I am very excited that we received grant funding for our city's ADA assessment. After reading the report and providing feedback: it is evident that we have a lot of work yet to do. This report is a major step towards creating inclusive space and I am proud to be a part of what I believe to be an overwhelmingly positive move for Melrose.

I am still very committed to working for social justice in many previous positions I have held within the city of Melrose as well as surrounding areas. I continue to work actively with the Melrose Human Rights Commission on the Martin Luther King Jr. Day of Service. I am also a member of the steering committee for the Friends of METCO Melrose. I have recently started attending in-person meetings with the Racial Justice Community Coalition and I have been involved with EPIC (Engaging Parents in Conversation).

In the year ahead, I am working on getting a collaborative effort together the Melrose Commission on Disability and Follow Your Art Community Studios around storytelling. Follow Your Art has had a few very successful story-telling events in Melrose and they have been very successful. I have spoken to Kris Rodolico and we are hoping to get an event, focused on the stories of people with disabilities, together this summer. The pandemic has made it very difficult for us to reach out to the larger disability community with many people having concerns about getting sick. It is my hope that we can better identify members of our community with disabilities with a community event.

Thank you once again for consideration. I look forward to continuing to serve Melrose.

Sincerely,
Garin Boyd

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Library Board of Trustees Reappointment
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the reappointment of Peter Bowman, 24 Arlington Road, to the City of Melrose Library Board of Trustees for a three-year term, said term to expire the last day of February 2026. Mr. Bowman was recently appointed to the Library Board of Trustees in November 2022, as he replaced the appointment of Edward Waystack, who has resigned from the Board.

Melrose Public Library Director Linda Gardener supports my recommendation to reappoint Mr. Bowman, who as you know has previously served our City on the Melrose Traffic Commission, the Board of Chamber of Commerce, the Capital Improvement Plan Committee, and the Master Plan Committee. His experience will no doubt further the mission of the Board of Trustees, which sets policy for the library; administers funds appropriated by the City and such bequests as designated; approves the library's strategic plan; and advocates for the library in the community.

Thank you for your consideration.

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Peter T. Bowman
24 Arlington Road
Melrose, Massachusetts

Dear Mayor Paul Brodeur,

I am writing to express my continued interest in serving on the Melrose Library Board of Trustees and being appointed to serve a full term. As we discussed last year when you asked me to serve out the term of a retiring Trustee, I think this is an exciting opportunity to serve the city and I feel my experience both professionally and being part of the community for many years will help me add value to the Board. I have had the opportunity to attend my first Board of Trustee meeting and work with Linda Gardener and my fellow Trustees while learning about the role and the exciting things currently occurring at the library as well as the new building.

As I communicated to you in previously and as you know, I have served on the Master Plan Committee, Traffic Commission, Board of the Chamber of Commerce and recently on the CIP committee and I think continuing in this new role will allow me to give back to the city. As we emerge from the pandemic libraries play a critical role in the community for all residents and I look forward to being involved with this effort. I will continue to be an active member of the Board providing guidance and support to the library staff and my fellow Trustees.

I want to thank you and the City Council for my consideration. If you need any additional information please don’t hesitate to contact me. I look forward to the next steps in the process.

Sincerely,

Peter T. Bowman

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Cemetery Commission Reappointment
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the reappointment of Daniel O'Neill, 340 Main St., #703, to the Cemetery Commission for a three-year term; said term to expire on the last day of February 2026.

During Mr. O'Neill's most recent term, the Commission has embarked on several projects to improve the services provided by the Melrose Wyoming Cemetery, including the digitization of cemetery records. I am eager to see Mr. O'Neill's service on the Commission continue, ensuring the projects continue without interruption.

Thank you for your consideration.

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January 24, 2023

Dear Mayor Brodeur,

I have requested reappointment to the Wyoming Cemetery Commission for the following reasons.

There are currently several capital improvement projects underway namely:

1. Digitization of the cemetery records.
2. The paving of roads surrounding the new Vesper Avenue gravesite section.
3. Future gravesite expansions.

I would like to be given the opportunity to see these projects come to fruition.

Respectfully submitted,

Daniel O'Neill

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Soldiers & Sailors Memorial Building Trustees
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the reappointment of Soldiers & Sailors Memorial Building Trustee Michael Margolis, 22 Stowecroft Road, to a three-year term; said term to expire on the last day of February 2026.

Now more than ever, as the historic building recently entered a stage of preservation, Mr. Margolis has proven his dedication to preserving and honoring the Soldiers and Sailor's Memorial Building. I'm grateful for the stewardship of Mr. Margolis' and our other Soldiers and Sailors Memorial Building Trustees as Memorial Hall's exterior receives the repairs and maintenance it needs to be restored for future generations to come.

Thank you for your consideration.

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Lily Wall
Communications & Community Outreach Coordinator
Office of Mayor Brodeur
Melrose City Hall
562 Main Street
Melrose, MA, 02176

3/23/2022

Dear Lily and Mayor Brodeur,

It has been an honor to serve as a trustee of the Sailors and Soldiers Memorial Building (Memorial Hall) for approximately 15 years now. Memorial Hall is a special place that helps bring our community together in so many ways. Over the years I have been fortunate to perform there with Polymnia Chorus and with Blue of A Kind Acapella group. I've been there for MSO performances, inaugurations, recitals and any number of other functions. Memorial Hall has always been a favorite place for me and I was greatly honored when former Mayor Rob Dolan asked me to join the board.

Memorial Hall has a special significance to me since it is a memorial, built to honor those who served and lost their lives in defense of our country. I am a veteran of the U.S. Army and served in Vietnam with many who never came home to continue serving the country we love. I've been blessed to do so. As trustee, I've always tried to make decisions that enhance and support the efforts of the building manager and staff to help create a welcoming space for all who attend events at Memorial Hall. I would hope to be re-appointed for another term as a Trustee to continue these efforts.

Lily asked me for a resume. I do not maintain one. I worked in the insurance industry for over forty years as an underwriter and agent. I was fortunate to maintain those positions and when I moved from the underwriting to agency side, I went with people who knew me and didn't need to see a resume. I retired in 2017 for not quite a year. Then, I started working part time for a former client. I continue working 15-20 hours a week for this company.

I hope this is sufficient information for you to contemplate my reappointment and look forward to hearing back from you at your convenience. Thank you for your consideration.

Sincerely,

Mike

Michael D. Margolis

22 Stowecroft Road

Melrose, MA 02176

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CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: February 27, 2023

Re: Free Cash Request Essex Agricultural

Please be advised that enrollment for Essex North Shore Agricultural & Technical School District is nine students for Fiscal Year 2023. The adopted Fiscal 2023 budget was based on Chapter 74 Non-Resident tuition and transportation costs for an estimated seven students. The supplemental appropriation requested for tuition and transportation for the two additional students is $35,311. This additional appropriation will bring the total Chapter 74 tuition and transportation funding for Essex North Shore Agricultural & Technical School District for Fiscal Year 2023 to $179,296.

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CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: March 2, 2023

Re: 3/6/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 3/6/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Request	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
If APPRO-2023-14 is approved	*35,311.00*	7,124,595.00	School
If APPRO-2023-15 is approved	*2,762,674.93*	4,361,920.07	School
If APPRO-2023-16 is approved	*35,449.00*	4,326,471.07	Elections
If APPRO-2023-17 is approved	*903,000.00*	3,423,471.07	Public Safety

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CITY OF MELROSE

PATRICK D. DELLO RUSSO
CFO/City Auditor

AUDITOR'S OFFICE
City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4107
Fax - (781) 662-2182

To: Honorable Mayor Paul Brodeur
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: February 27, 2023

Re: **Free Cash – School Department Supplemental Appropriation ($2.5M)**

As the Chief Financial Officer and City Auditor, I am pleased to have this opportunity to provide you with the position of the Office of the Auditor in funding this request for the use of Certified Free Cash for the School Department (see memorandum dated 02/21/2023). The School Department has requested $2.5 million dollars of funding to cover Special Education and Transportation related costs as provided for in the School Department request to your office. It is my recommendation that the funding source should be from Free Cash to close the Fiscal FY23 School Department Budget. This was and has been my position, and I represented such at the City Council meeting previously.

(A.) Overview:

Free Cash is for many communities, the only supplemental funding source available to them to address funding matters pertaining to the Operating Budget during a fiscal year. For this reason alone, it is critically important that communities strive to have Free Cash in the amount of 5 to 7 percent of their Operating Budget as recommended by the Department of Revenue, Division of Local Services (see November 17th, 2022 DOR publication on "Highly Recommended Financial Reserves). Historically, the city has used Free Cash to supplement both City and School Operating Budgets. I have attached some additional supplemental information on the nature and origin of what makes up "Free Cash" and some previous examples of the uses, for your review.

In addition, we must be mindful, that according to the School Department in a memorandum dated February 9th, 2023 on page 9, "Given the timing of these decisions and the fact that the majority of the school year has occurred, the scale of the impact to teaching and learning within MPS would be catastrophic". As the two key strategies this City has adopted, and held to historically, are the **"Safeguard of the Assets"** and the **"Continuity of Stable Service Levels",** such a change, in my opinion, would deviate from our core obligations and therefore not be prudent.

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(B.) Bond Rating:

In addition to being good fiscal practice, maintaining conservative budgeting strategies provides assurance to the Bond Rating Agencies that we are being consistent in our fiscal methodologies. The City has an excellent bond rating from Standard and Poor's' Bond Rating Agency of AA+ and has held this rating for a decade. No small task given what had transpired on the national and local economies during that timeframe. A bond rating is instrumental in the determination of interest expense the City will pay when it goes to market and takes out a bond. The lower the interest rate we receive, the more revenues can be allocated to direct community services. Having solid Free Cash balances is one key component.

(C.) Material Funding Components:

The City realized a number of "one-time" funding components, in addition to increased receipts in other categories, worth highlighting, and that provided for the final Free Cash determination which is the highest General Fund amount Certified in the City's history. These receipts contributed to the increase we realized from last fiscal year's certified balances. They include:

1. Host Community Cannabis receipts of $955,505 which exceeded last year's revenues by $499,986. We do not anticipate this to be the case next fiscal year.
2. Tax Liens redeemed (one-time) greater than last year by $349,484.
3. Deferred Taxes CH41 greater than last year by $41,228.19.
4. Unencumbered/Unexpended (one-time) greater than last year by $820,102.65.

Please advise if you have any questions.

Thank you.

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Supplemental Information

Subject: Free Cash

The first question that generally surfaces is "What is Free Cash" (otherwise known as "available funds").

Q: What is Free Cash?

A: In short, Free Cash is the fund surplus that accumulates from previous fiscal years. Once all expected revenues have been received and all bills have been paid for the fiscal year (July 1st through June 30th), we send our final financial reports to the Department of Revenue Division of Local Services (DLS). They will Certify the amount of remaining funds that will go toward the determination of the community's "Free Cash" amount for the ensuing fiscal year's use. The money then becomes available for the City to use.

On February 16, 2003, the City of Melrose received notification from the Massachusetts Department of Revenue that our City's Free Cash has been Certified at $7,159,906 dollars. This is very good news for the community, the largest amount in its history.

Q: Why do we have Free Cash?

A: There are a number of reasons why the City has Free Cash. The main reason is that the City Budget approved by the City Council each year is a good faith estimate of revenue and expenses. We are conservative in our revenue estimates, because we don't want to put the City at risk of running short, but there are other factors at play as well. If the economy is strong, we may very well see additional revenues from new development or re-development, both taxes and permit fees. If a senior employee retires or leaves and we replace that person, it will often times be at a lower salary, if we have less utility costs than we budgeted for, or for any reason we don't spend the full amount allocated in the budget, that money goes toward the determination of our Free Cash amount.

When you add it all up, Free Cash can be anywhere from zero (or even negative), to a substantial amount. The Division of Local Services recommends that communities strive to have a Free Cash balance each fiscal year of 5% to 7% of their Operating Budget. Melrose strives to reach that target consistently. If we simply apply this amount to the most recent budget approved, the percentage comes in at 7.5%. The five-year average for the City is $5,227,175 dollars.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Q: What can it be used for?

A: It is important to note, however, that Free Cash is considered "one-time" money and should not be used as if it were a recurring revenue. For one thing, we only see it after the fiscal year is over, and it is not certified until the fall. More importantly, it is not dependable, because the amount changes in unanticipated ways from year to year. Therefore, it should be used principally for one-time expenses, such as Capital Improvements, or matching funds for a grant or replenishing reserves. There are times we may need such funds during the year to pay for unanticipated or higher than expected operating expenses (such as snow and ice), at the time the budget was developed as well, and that is to be expected.

Some projects and uses in the past year included the following:

1. Stabilization Funds/Trust Funds: $1,225,000
2. Snow and Ice Expenditures: $341,621
3. School Bathroom Design Study: $150,000
4. DPW Trees: $70,000
5. New DPW Equipment: $482,000

In closing, any Free Cash use requires an appropriation by the City Council on the Mayor's recommendation, but only after the DLS has Certified the Free Cash total. The same rules apply to the DLS's certification of Retained Earnings, which is the Enterprise Fund (Water, Sewer, Ambulance and Mt. Hood) equivalent of Free Cash.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

MELROSE PUBLIC SCHOOLS

DATE: February 21, 2023

TO: Honorable Paul Prodeur, Mayor, Honorable Melrose City Council

Cc: Patrick Dello Russo, Chief Financial Officer, and Melrose School Committee

FROM: Ken Kelley, *Director of Finance and Administrative Affairs,* and Dr. Julie Kukenberger, *Superintendent of Schools*

RE: FY23 MPS Free Cash requests - updated 2/21/23

In conjunction with the memo sent to the Melrose City Council, dated February 17, 2023, the Melrose Public Schools respectfully requests Mayor Brodeur consider the following request as well. The School Department recognizes and appreciates the investment of operating and capital monies allocated by the City every year in the interest of teaching and learning. The District is respectfully requesting that the City Council and Mayor consider the following funding appropriation requests for the FY23 Melrose Public Schools (MPS) budget.

As discussed at the February 14, 2023 Melrose School Committee meeting, the District approved FY23 budget is impacted by several factors that have resulted in a revenue gap. The impacts are detailed in a February 9, 2023 memo to the MPS School Committee. The below request will greatly assist the district in maintaining the current level of teaching and learning within the district. As the February 9, 2023 memo indicates, if approved, the additional revenue will be used to fund mandated special education costs for tuition, transportation, and services at the Franklin ECC. Additionally, the District is respectfully requesting the Medicaid reimbursement transfer at this time as well. The Medicaid funds are used as part of the District's budget offset funds.

Thank you for your consideration.

Transfer In Account: 0111 491003
Special Education tuition and transportation in the amount of: $2,500,000.00

Transfer In Account: 16204 49000
Medicaid reimbursement in the amount of: $262,674.93

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

MELROSE PUBLIC SCHOOLS

DATE: February 9, 2023

TO: Melrose School Committee

Cc: Melrose City Council, Paul Brodeur, Mayor, and Patrick Dello Russo, Chief Financial Officer

FROM: Ken Kelley, *Director of Finance and Administrative Affairs,* and Dr. Julie Kukenberger, *Superintendent of Schools*

RE: FY23 MPS Rebuild Budget Update

This memo outlines and summarizes the Melrose Public Schools rebuilding of the FY23 approved budget. This was an extensive and time consuming process that is an opportunity to account for legacy budgeting practices as well as to reassign costs to more accurate centers and budget categories. The following is an overview of the work, action steps, and next steps as we move forward to FY24. As we work collaboratively and transparently, please see below for more information.

FY23 Budget Rebuild Update

The FY23 budget has been impacted by the legacy grant practice of duplication as well as continued increases in special education tuition and transportation costs. Through the ongoing collaboration with the City and an outside consultant, Clifton, Larson, and Allen (CLA), the FY23 budget was rebuilt with the following priorities:

- Correct the double counting of the three grants (METCO, Title I, and IDEA 94-124).
- Assign existing broad system wide (SW) spending lines to specific schools and cost centers. This included assigning shared staff by Full Time Equivalent (FTE) to the buildings where instruction and position(s) are located. Additionally, ECC special education costs are the mandated responsibility of the District to provide. Significant amounts of these costs were historically charged to the tuition revolving offset fund. These costs have been moved to the operating budget.
- The district has requested $2,500,000 in additional revenue from the Mayor and City Council (see Memo here) to help close an identified gap in special education obligations for tuition and transportation.

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Correcting the double counting of the three grants - Background

Several legacy accounting issues contributed to an FY22 budget deficit. This gap was closed utilizing school and City COVID-19 relief funds. None of the City's stabilization funds were impacted. However; given the time of the discovery, we knew the FY23 approved budget would also be impacted in a similar manner.:

Once the double counting of these specific grant funds (METCO, Title I, and IDEA 94-124) was corrected the FY23 approved budget was reduced by $1,260,000. The table below outlines the School Committee approved budget of $40,253,740, and the City Council approved budget of $35,511,659 which includes $115,081 less in City appropriations than approved by the School Committee and the full Chapter 70 allocation of $9,680,222. The FY23 Reduced budget listed in the table below decreases the FY23 budget by $1,260,000 for the removal of the grant amounts and $115,081 for the variance between SC approved and City Council approved budgets. The FY23 Adjusted budget adds back $115,081 in offsets from higher than projected Medicaid reimbursement.

FY23 MPS Budget
Impact of Grant Removal

Budget Category	Amount Approved April 12, 2022	City Council Approved June 21, 2022	FY23 Reduced	FY23 Adjusted
Ch70	$ 9,680,222	$ 9,680,222	$ 9,680,222	$ 9,680,222
City Appropriation	$ 25,946,518	$ 25,831,437	$ 25,831,437	$ 25,831,437
Offsets	$ 4,627,000		$ 3,367,000	$ 3,482,081
	$ 40,253,740	**$ 35,511,659**	**$ 38,878,659**	**$ 38,993,740**

The table below illustrates the impact of the grant removal by School Committee Voter categories. The FY23 Rebuild Proposal removes the grants and calculates forecasted FY23 expenses based on known student needs. The variance by category calculates the need for additional funding to meet the current level of student services.

SC Budget Category	FY23 Adjusted SC Approved	FY23 Rebuild Proposal	Variance by Category
Elementary Budget	$ 14,028,381	$ 15,884,214	$ 1,855,833
Secondary Budget	$ 15,524,213	$ 15,816,269	$ 292,056
Special Education	$ 4,585,597	$ 6,330,685	$ 1,745,088
Administration & Other	$ 4,855,549	$ 3,810,241	($ 1,045,308)
District Totals	**$ 38,993,740**	**$ 41,841,409**	**($ 2,847,669)**

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Assign existing broad system wide (SW) spending lines to specific schools and cost centers - Background

Past budgeting practice included grouping any shared staff in broad SW budget lines. This created challenges tracking full-time equivalent (FTE) personnel costs per building and cost center. Administration spent significant time reviewing staffing and FTE status by building and assigning FTEs to the facility or cost center where instruction or service delivery occurs.

The Franklin Early Childhood Center (ECC) special education costs are mandated and the responsibility of the District to provide for students when needed. Significant amounts of these costs were historically charged to the tuition revolving offset fund rather than the operating budget. Additionally, in FY20 all ECC preschool educators joined the MEA and became salary and benefits eligible at rates per the Collective Bargaining Agreement. Special Education teachers, certified service providers, and special education paraprofessionals' salaries were also moved to the FY23 rebuild operating budget.

These changes better align with DESE's chart of accounts and end of year reporting (EOYR) requirements. The table below captures the FY23 budget rebuild adjustments by school building and department budgets.

Building/Dept.	Orig Budget	Revised	Change	Text Description of changes	Impact
Hoover	$ 1,988,317	$ 2,366,726	$ 378,409	3.2 FTE allocation from itinerants	$ 211,282
				1 L/T Building sub moved from DW	$ 19,800
				3 add'l para's	$ 61,366
				1 academic interventionist	$ 28,860
				from .35 to 1 FTE Psychologist	$ 57,970
				misc	$ (869)
HV Changes					**$ 378,409**
Horace Mann	$ 1,692,558	$ 1,904,444	$ 211,886	2 FTE allocation from itinerants	$ 161,561
				1 L/T Building sub moved from DW	$ 19,800
				.7 add'l para	$ 14,793
				1 academic interventionist	$ 28,860
				Therapist increase	$ 35,134
				Teacher realignment - Reg	$ (9,003)
				Teacher realignment - SPED	$ 16,629
				from 1.65 to 1 FTE Psychologist	$ (58,464)
				misc	$ 2,576
HM Changes					**$ 211,886**
Lincoln	$ 3,287,631	$ 3,661,277	$ 373,646	4.8 FTE allocation from itinerants	$ 290,795
				Admin Adj (.6 AP and .4 Sec moved)	$ (108,402)
				1 L/T Building sub moved from DW	$ 19,800
				1 academic interventionist	$ 28,860

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Building/Dept.	Orig Budget	Revised	Change	Text Description of changes	Impact
Lincoln con't				Therapist increase	$ 62,995
				Teacher realignment - Reg	$ 126,684
				Teacher realignment - SPED	$ (43,791)
				misc	$ (3,295)
LN Changes					**$ 373,646**
Roosevelt	$ 3,536,006	$ 3,676,536	$ 140,530	3.2 FTE allocation from itinerants	$ 246,352
				1 L/T Building sub moved from DW	$ 19,800
				1.5 academic interventionist	$ 28,860
				Therapist increase	$ 168,825
				Teacher realignment - Reg	$ (257,932)
				Teacher realignment - SPED	$ (47,297)
				.4 Sec moved from Lincoln	$ 37,831
				3 fewer para's	$ (62,257)
				misc	$ 6,348
RV Changes					**$ 140,530**
Winthrop	$ 2,518,944	$ 2,700,317	$ 181,373	2 FTE allocation from itinerants	$ 151,235
				1 L/T Building sub moved from DW	$ 19,800
				1 academic interventionist	$ 28,860
				Therapist increase	$ 63,310
				Teacher realignment - Reg	$ (68,283)
				Teacher realignment - SPED	$ 2,256
				psych reduction	$ (24,320)
				Corrected principal line	$ 8,393
				misc	$ 122
WN Changes					**$ 181,373**
Franklin - Operating only	$ 1,004,925	$ 1,574,914	$ 569,989	1 L/T Building sub moved from DW	$ 19,800
				Moved Therapist from ECC revolving	$ 210,343
				Admin Adj	$ 10,324
				Teacher realignment - Reg	$ (91,933)
				Teacher realignment - SPED	$ 190,936
				psychologist increase	$ 30,486
				Moved SPED paras from ECC revolving	$ 199,487
				misc	$ 546
FN Oper. Changes					**$ 569,989**
Middle School	$ 6,628,457	$ 6,855,434	$ 226,977	Building sub adjustment	$ (2,205)
				Admin Adj	$ (82,978)

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Building/Dept.	Orig Budget	Revised	Change	Text Description of changes	Impact
MVMMS con't				Librarian	$ 51,839
				Therapist increase	$ 82,144
				Teacher realignment - Reg	$ (26,840)
				Teacher realignment - SPED	$ 201,916
				Para adj	$ (11,100)
				psych/guidance adj	$ 14,200
				misc	$ -
MVMMS Changes					**$ 226,977**
High School	$ 8,074,244	$ 8,170,884	$ 96,640	Admin Adj	$ (3,290)
				Building sub adjustment	$ 74,487
				Department Directors	$ (115,743)
				Library	$ 82,019
				Teacher realignment - Reg	$ (121,930)
				Teacher realignment - SPED	$ (68,534)
				psych	$ 52,650
				Therapist increase	$ 69,540
				Para adj	$ 127,440
				misc	$ -
MHS Changes					**$ 96,640**
Athletics	$ 821,512	$ 789,951	$ (31,561)	removed secretary, included MHS	$ (31,561)
Special Education (System-Wide)	$ 4,585,597	$ 6,330,685	$ 1,745,088	Therapists moved to schools	$ (537,123)
				P/T Aide - moved to school	$ (29,735)
				Transportation	$ 710,440
				Tuitions	$ 1,600,000
				misc	$ 1,506
Spc. Edu SW Changes					**$ 1,745,088**
Teaching and Learning	$ 1,153,370	$ 1,173,035	$ 19,665	Correct Curriculum Leaders	$ 294,834
				Move portion of Instructional Coaches	$ (233,495)
				release excess budget, line not used	$ (45,000)
				misc	$ 3,326
T&L Changes					**$ 19,665**
Administration	$ 1,120,663	$ 1,044,270	$ (76,393)	Moved AD to Curriculum	$ (117,548)
				Volunteer coordinator	$ 20,640
				Admin Salary adjustments	$ 20,515
				misc	$ -
Admin Changes					**$ (76,393)**

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Building/Dept.	Orig Budget	Revised	Change	Text Description of changes	Impact
System-wide	$ 2,581,516	$ 1,592,935	$ (988,581)	Move Itinerants/Media to Schools	$ (689,822)
				Salary Savings (Open Positions)	$ (300,000)
				Increase S/T Subs	$ 57,102
				reduce L/T Subs	$ (34,848)
				misc	$ (21,013)
SW Changes					**$ (988,581)**
Total General Fund	**$ 38,993,740**	**$ 41,841,409**	**$ 2,847,669**		

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Notable Expense Increases - Background

Removing the special education grant increased the existing gap between budgeted amounts for tuition and transportation funding. It has been past practice to under budget in both of these categories. For example, in FY20, tuition costs increased by more than $1,000,000; however, FY21 budgeting was increased by $100,000. As well, in FY19 transportation costs increased by $242,000; however, the FY20 transportation budget was decreased by 8%. MPS has respectfully requested $2,500,000 of additional funding from the City to help close that gap this year(see Memo here). As special education tuition and transportation costs continue to increase at unpredictable rates, it is possible that the district will need to request use of the special education stabilization funds this school year.

Notable Expense Increases for FY23		
Special Education tuition	$ 1,600,000	Grant removal and unbudgeted new tuitions
Special Education transportation	$ 710,440	Under budgeted and unpredictable
Special Education - adding ECC	$ 569,989	Costs should be charged to operating
Misc	$ (32,760)	Misc. costs and savings
District Totals	**$ 2,847,669**	

The table below outlines the additional revenue request from the City along with other internal offset projection adjustments.

Additional Revenue Requests and Adjustments		
To Mayor and City Council	$ 2,500,000	January 24, 2023, Memo requesting additional revenue (City Council vote would be required)
Increase Ed Stations/ECC offset projections	$ 200,000	Increased offset after moving Special Education costs to Franklin operating (SC vote would be required)
Increase Circuit Breaker/Medicaid offset projections	$ 147,669	Decreases incremental build up of expenses (SC vote would be required)
Total	**$ 2,847,669**	

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The district has worked to reallocate and utilize existing resources when possible to mitigate the impact of the request to the City. The budget rebuild includes potential increases in offset revenue based on projections and breakage due to vacancies. Any open positions are first reviewed for internal solutions (aside from obligated direct service providers). On January 18, 2023, the operating budget was frozen to conserve resources for the spring and requiring additional approval for essential expenses and purchases.

Next Steps

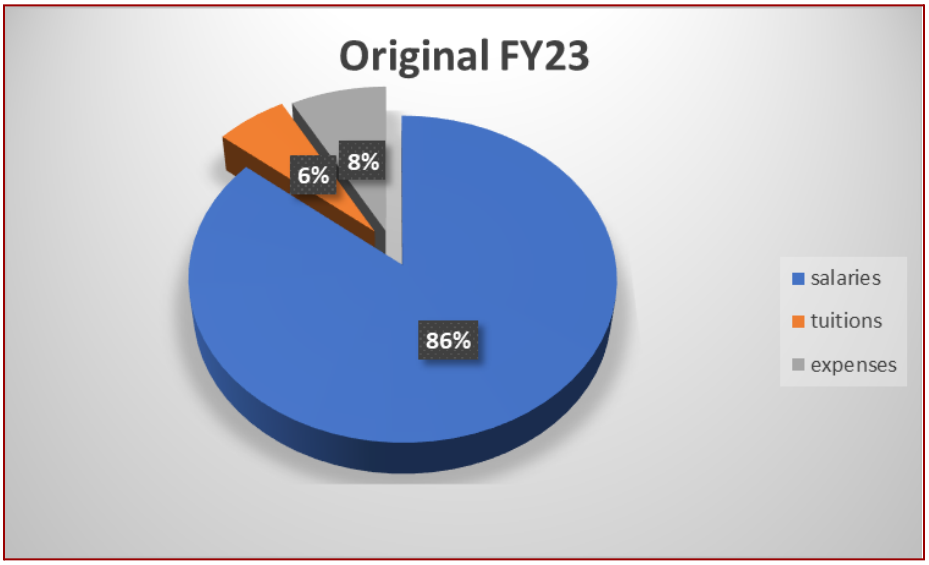
The changes to the FY23 rebuilt operating budget are impacted by several factors including the ratification of the new Unit A teachers and Unit B Paraprofessionals contracts. Further refinements may be needed when the new contracts' salaries and retro payment compensations are completed, all salaries are encumbered, and MUNIS updates are finalized. Special education tuition and transportation will be monitored and adjusted if necessary.

If the additional revenue is approved by the City, the MPS School Committee will need to vote on adjustments to the four budget categories as outlined below (pending any additional changes)

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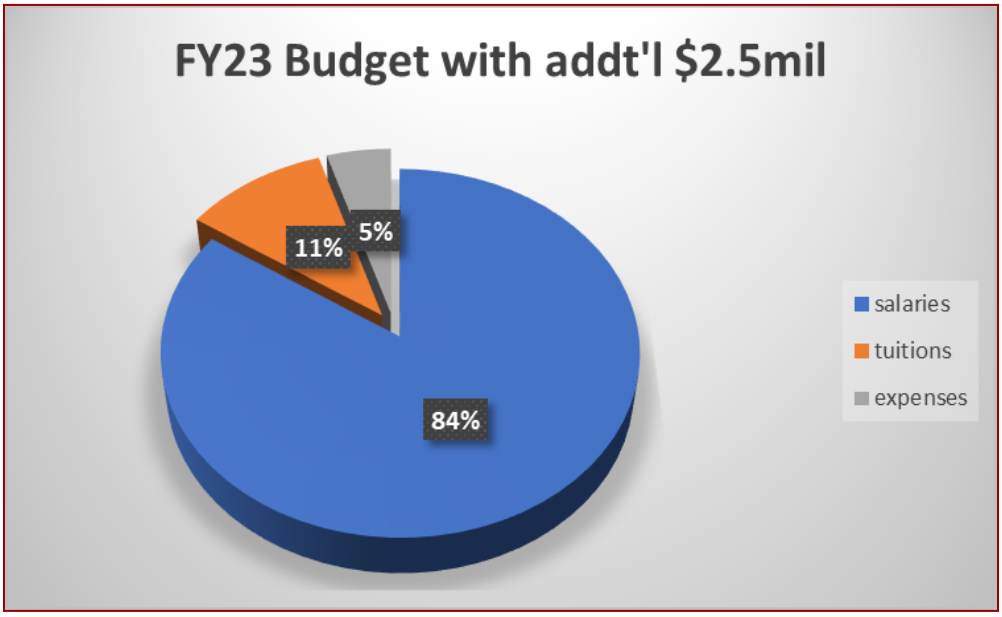
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District Totals	**$ 38,993,740**	**$ 41,841,409**	**($ 2,847,669)**

The pie chart below shows total operating budget percentages by three categories: salaries, tuitions, and expenses based on the original FY23 City Council approved budget in June 2023.

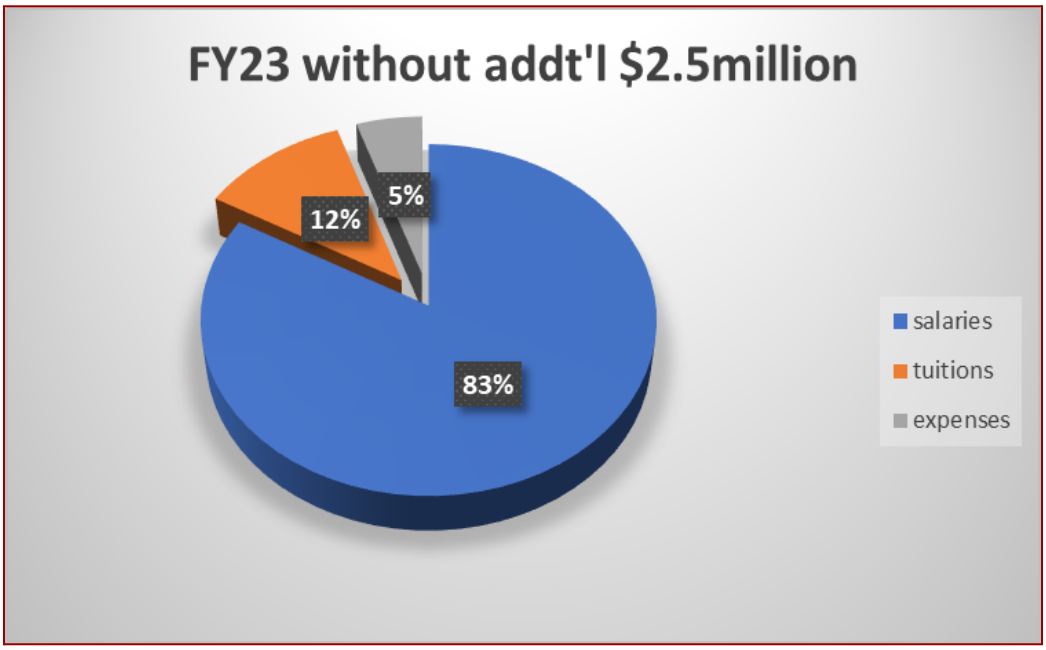


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The pie chart below shows the FY23 rebuild budget if an additional $2.5 M is approved by the City Council to address the budget gap.



If the additional revenue is not approved by the City, the only way the district and MPS School Committee can reduce the budget is through salary reduction which means laying off employees to generate the cost savings. Given the timing of these decisions and the fact that the majority of the school year has occurred, the scale of the impact to teaching and learning within MPS would be catastrophic. Reducing special education tuition or transportation costs is not an option as these are mandated services. The pie chart illustrates how a lack of additional funds shifts category proportion relative to the operation budget.



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The table below shows average salaries and number of hypothetical FTE reductions that would need to be considered in order to generate a cost savings of $2.5M this late in the school year. Clearly this would be devastating to service delivery if this course of action was decided at the beginning of the school year. It simply would decimate our ability to safely and properly run the district if decided in the spring.

	Non-union Administration	Directors/ Administrators	Teacher	Paras
Average Salary	$131,184	$107,314	$ 79,448	$22,807
# of FTEs to Reach $2.5M	2	7	17	6
# of FTEs @80% Expended to Reach $2.5M	5	16	106	75

We understand the magnitude of this request and are very grateful for our City partners who continue to understand the importance of high-quality education. We further appreciate their commitment to ongoing collaboration as we work to solve this budgetary problem together. The FY23 rebuild budget as presented enables the District to maintain existing levels of teaching and learning and essential service delivery for all learners. We believe that the new budget development practices and the FY23 MPS Rebuilt School Budget will **continue** to support high quality educational experiences, and allow for more accurate and effective cost tracking, clear communication, responsible fiscal oversight, and strategic budget planning both in the short and long term.

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CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: March 2, 2023

Re: 3/6/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 3/6/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Request	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
If APPRO-2023-14 is approved	*35,311.00*	7,124,595.00	School
If APPRO-2023-15 is approved	*2,762,674.93*	4,361,920.07	School
If APPRO-2023-16 is approved	*35,449.00*	4,326,471.07	Elections
If APPRO-2023-17 is approved	*903,000.00*	3,423,471.07	Public Safety

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Free Cash Request for Melrose Police & Fire Radio System Upgrade
Date: March 6, 2023

I am hereby requesting that the Honorable City Council appropriate $903,000 to fund the replacement of the City's Police and Fire safety radio equipment.

As you are aware, in addition to adequately funding our schools, our public safety infrastructure is our highest priority. The outdated radio system currently used by the Melrose Police and Fire Departments is several decades old, with replacement parts increasingly hard to find. This is especially the case for the portable radios that our first responders use on a daily basis to provide services to the Melrose community. Effective, clear, uninterrupted communication between first responders, dispatch, and any outside agencies is critical, and broken equipment poses a significant challenge to effective operations and safety.

The radio system upgrade proposed will provide modern equipment that can be supported by the manufacturers. It will provide redundancy in the case of a failure of the primary system. It also meets interoperability requirements set forth by the Commonwealth of Massachusetts' Executive Office of Public Safety and Security. Most importantly, it will continue to meet the needs of the MPD and MFD even if we ultimately replace the current public safety buildings.

I want to thank Chief Ed Collina and Chief Kevin Faller for their tireless efforts in seeking outside funding for this critical need, including applying for a public safety grant through the Mass Gaming Commission's Community Mitigation Fund. However, our application through this program is by no means guaranteed to be successful and at best would only provide a portion of the cost of this complete system upgrade. Therefore, we are requesting the full cost be appropriated by the City Council at this time.

CFO Dello Russo and I are in complete agreement that this important public safety project merits funding through Free Cash and we respectfully ask your prompt consideration and approval of this request.

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CITY OF MELROSE POLICE DEPARTMENT

KEVIN FALLER
Chief of Police
Public Records Custodian

Office of the Chief
56 West Foster Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4457
Facsimile - (781) 979-4488

MEMORANDUM

To: Mayor Paul Brodeur
From: Chief Kevin M. Faller (MPD) / Chief Edward Collina (MFD)
Date: February 27, 2023
Re: Free Cash Request – Melrose Police & Fire Radio System Upgrade
Cc: CFO Patrick Dello Russo / Margot Fleischman (Chief of Staff)

Mr. Mayor:

Please take this communication as an official request to allocate free cash in the amount of **$903,000 (nine hundred and three thousand dollars)** for the purchase and completion of a ***radio system upgrade*** for the Melrose Police and Fire Departments. Cyber Communications, Inc provided a detailed quote and breakdown of the project in July of 2022, and it is enclosed with this request.

The current public safety radio system and equipment that is being used is outdated and major components of the system are no longer supported. Our portable radios and radio system is our most used piece of equipment. Portable radios are used by our Fire and Police personnel on every call for service. Communication is an important part of every emergency response. To ensure the safety of our first responders and the residents of our community who rely on our public safety personnel to respond effectively and efficiently, this upgrade is imperative. Failure of our radio system and/or portable radios will result in a poor outcome for us and our customers who we provide services to on a daily basis.

The project consists of an upgrade for both the radio frequency (RF) infrastructure and dispatch console equipment, upgrade antenna systems as needed (20-30 years old), as well as upgrading portable radios that are outdated and are no longer supported. Currently, the Melrose Police and Fire radio system uses telecommunication circuits to all RF sites except Mount Hood repeaters. Verizon is no longer supporting FDDA or RNTA circuits. This project will upgrade all sites to fiber or microwave for both Melrose Police and Fire. This will allow the new Motorola repeaters and receivers the IP connection they need.

We have also been assured by Cybercomm, Inc. that this needed upgrade to the system will not be obsolete if a new police or fire station are constructed in the future.

The radio upgrade will provide redundancy as well. This is important in the case of a failure of the primary system, there will be an immediate backup system to ensure radio communications stay online,

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thus maintaining public safety. Effective, clear, uninterrupted communication between first responders, dispatch, and any outside agencies is critical.

The radio equipment and upgrade proposal has also been reviewed and meets interoperability requirements set forth by the Commonwealth of Massachusetts' Executive Office of Public Safety and Security.

Thank you for your prompt attention to this matter and please feel free to contact us with any questions.

Chief Kevin M. Faller (MPD)

Chief Edward Collina (MFD)

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QUOTE-2

MOTOROLA SOLUTIONS







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MELROSE FIRE DEPT, CITY OF

02/28/2023

The design, technical, pricing, and other information (" Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote (" Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-2067811

02/28/2023

MELROSE FIRE DEPT, CITY OF
576 MAIN ST
MELROSE, MA 02176

Dear Kevin Walsh ,

Motorola Solutions is pleased to present MELROSE FIRE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MELROSE FIRE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to John Connolly at jconnolly@cybercomminc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

John Connolly

Motorola Solutions Manufacturer's Representative

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MOTOROLA SOLUTIONS

QUOTE-2067811

Billing Address:
MELROSE FIRE DEPT, CITY OF
576 MAIN ST
MELROSE, MA 02176
US

Quote Date:02/28/2023
Expiration Date:04/29/2023
Quote Created By:
John Connolly
jconnolly@cybercomminc.com

End Customer:
MELROSE FIRE DEPT, CITY OF
Kevin Walsh
kwalsh@cityofmelrose.org
781-979-4154

Contract: 22564 - ITT57 MA STATE

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98SDF9PW6BN	APX6000 UHF R2 MODEL 2.5 PORTABLE	45	$3,595.00	$2,696.25	$121,331.25
1a	H869BZ	ENH: MULTIKEY	45	$363.00	$272.25	$12,251.25
1b	Q445AG	ADD: APX PERSONNEL ACCOUNTABILITY	45	$165.00	$123.75	$5,568.75
1c	QA02006AA	ENH: APX6000XE RUGGED RADIO	45	$880.00	$660.00	$29,700.00
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	45	$184.00	$184.00	$8,280.00
1e	QA09001AB	ADD: WIFI CAPABILITY	45	$330.00	$247.50	$11,137.50
1f	H35BU	ADD: CONVENTIONAL OPERATION	45	$550.00	$412.50	$18,562.50
1g	QA01427AB	ALT: IMPACT GREEN HOUSING	45	$28.00	$21.00	$945.00
1h	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	45	$567.00	$425.25	$19,136.25
1i	Q629AK	ENH: AES ENCRYPTION AND ADP	45	$523.00	$392.25	$17,651.25
2	LSV00Q00202A	DEVICE PROGRAMMING	45	$71.43	$71.43	$3,214.35
3	LSV00Q00203A	DEVICE INSTALLATION	45	$64.29	$64.29	$2,893.05

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

MOTOROLA SOLUTIONS

QUOTE-2067811

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	45	$213.15	$147.07	$6,618.15
5	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	6	$169.56	$117.00	$702.00
6	AY000222A01	CARRY ACCESSORY-CASE,APX7000 FIRE	45	$60.48	$41.73	$1,877.85
7	PMMN4106D	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,AUDIO ACCESSORY-AUDIO ADAPTER,APX XE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN	45	$665.28	$459.04	$20,656.80
8	AY000223A01	CARRY ACCESSORY-STRAP,WITH BUTTON BACK HOLDER	45	$54.00	$37.26	$1,676.70
9	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	11	$1,420.20	$979.94	$10,779.34

Grand Total $292,981.99(USD)

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

MOTOROLA SOLUTIONS

Quote Number: QUOTE-1793012

CYBER CommInc.

Billing Address:
MELROSE POLICE DEPT, CITY OF
56 W FOSTER ST
MELROSE MA, 02176

Quote Date: 2023-02-28
Expiration Date: 2023-06-30

Quote Created By:
John Connolly

jconnolly@cybercomminc.com

Customer: MELROSE POLICE DEPT, CITY OF
Contact Name: Chief Kevin Faller
Contact Email: kfaller@cityofmelrose.org
Contact Phone: 781-665-1212

Currency: USD

Terms and Conditions: PSE01 / NET 45 DAYS

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount $	Unit Sale Price	Ext. Sale Pric
	GTR 8000 Base Radio	MELROSE POLICE REPEATER - MT HOOD							
1	T7039A	GTR 8000 BASE RADIO.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
1a	CA01253AA	INC: BR PRESELECTOR UHF 435-470 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
1b	CA01130AA	INC: GTR UHF DUPLEXER 435-470 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
1c	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE.	1	$14,600.00	$14,600.00	19.00%	$2,774.00	$11,826.00	$11,826.0
1d	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW.	1	$1,000.00	$1,000.00	19.00%	$190.00	$810.00	$810.0
1e	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
1f	X265AP	ADD: BR PRESELECTOR 380-512 MHZ.	1	$500.00	$500.00	19.00%	$95.00	$405.00	$405.0
1g	X182BZ	ADD: DUPLEXER, UHF.	1	$1,380.00	$1,380.00	19.00%	$262.20	$1,117.80	$1,117.8
1h	X640AL	ADD: UHF R2 (435-524 MHZ).	1	$6,300.00	$6,300.00	19.00%	$1,197.00	$5,103.00	$5,103.0
1i	CA02447AA	ADD: G-SERIES INDOOR CABINET 24RU.	1	$1,600.00	$1,600.00	19.00%	$304.00	$1,296.00	$1,296.0
	GTR 8000 Base Radio	MELROSE FIRE REPEATER - MT HOOD							
2	T7039A	GTR 8000 BASE RADIO.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
2a	CA01254AA	INC: BR PRESELECTOR UHF 470-512 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
2b	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE.	1	$14,600.00	$14,600.00	19.00%	$2,774.00	$11,826.00	$11,826.0
2c	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW.	1	$1,000.00	$1,000.00	19.00%	$190.00	$810.00	$810.0
2d	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
2e	X265AP	ADD: BR PRESELECTOR 380-512 MHZ.	1	$500.00	$500.00	19.00%	$95.00	$405.00	$405.0
2f	CA01120AA	INC: GTR UHF DUPLEXER 470-494 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
2g	X153AW	ADD: RACK MOUNT HARDWARE.	1	$50.00	$50.00	19.00%	$9.50	$40.50	$40.5
2h	X182BZ	ADD: DUPLEXER, UHF.	1	$1,380.00	$1,380.00	19.00%	$262.20	$1,117.80	$1,117.8
2i	X640AL	ADD: UHF R2 (435-524 MHZ).	1	$6,300.00	$6,300.00	19.00%	$1,197.00	$5,103.00	$5,103.0
	GTR 8000 Base Radio	MELROSE POLICE REPEATER - PDHQ							
3	T7039A	GTR 8000 BASE RADIO.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
3a	CA01253AA	INC: BR PRESELECTOR UHF 435-470 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0

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3b	CA01130AA	INC: GTR UHF DUPLEXER 435-470 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
3c	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE.	1	$14,600.00	$14,600.00	19.00%	$2,774.00	$11,826.00	$11,826.0
3d	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW.	1	$1,000.00	$1,000.00	19.00%	$190.00	$810.00	$810.0
3e	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
3f	X265AP	ADD: BR PRESELECTOR 380-512 MHZ.	1	$500.00	$500.00	19.00%	$95.00	$405.00	$405.0
3g	X153AW	ADD: RACK MOUNT HARDWARE.	1	$50.00	$50.00	19.00%	$9.50	$40.50	$40.5
3h	X182BZ	ADD: DUPLEXER, UHF.	1	$1,380.00	$1,380.00	19.00%	$262.20	$1,117.80	$1,117.8
3i	X640AL	ADD: UHF R2 (435-524 MHZ).	1	$6,300.00	$6,300.00	19.00%	$1,197.00	$5,103.00	$5,103.0
	GTR 8000 Base Radio	**MELROSE FIRE REPEATER - FDHQ**							
4	T7039A	GTR 8000 BASE RADIO.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
4a	CA01254AA	INC: BR PRESELECTOR UHF 470-512 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
4b	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE.	1	$14,600.00	$14,600.00	19.00%	$2,774.00	$11,826.00	$11,826.0
4c	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW.	1	$1,000.00	$1,000.00	19.00%	$190.00	$810.00	$810.0
4d	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
4e	X265AP	ADD: BR PRESELECTOR 380-512 MHZ.	1	$500.00	$500.00	19.00%	$95.00	$405.00	$405.0
4f	CA01120AA	INC: GTR UHF DUPLEXER 470-494 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
4g	X153AW	ADD: RACK MOUNT HARDWARE.	1	$50.00	$50.00	19.00%	$9.50	$40.50	$40.5
4h	X182BZ	ADD: DUPLEXER, UHF.	1	$1,380.00	$1,380.00	19.00%	$262.20	$1,117.80	$1,117.8
4i	X640AL	ADD: UHF R2 (435-524 MHZ).	1	$6,300.00	$6,300.00	19.00%	$1,197.00	$5,103.00	$5,103.0
	GPW 8000 Receiver	**MELROSE PD & FD - ALL RX SITES**							
5	T7540A	GPW 8000 RECEIVER.	6	$1,000.00	$6,000.00	19.00%	$190.00	$810.00	$4,860.0
5a	X302AR	ADD: QTY 2 GPW 8000 RECEIVER.	6	$800.00	$4,800.00	19.00%	$152.00	$648.00	$3,888.0
5b	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY.	12	$2,000.00	$24,000.00	19.00%	$380.00	$1,620.00	$19,440.0
5c	CA00290AB	INC: UHF 435-524 8000 TRANSCEIVER.	12	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
5d	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	6	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
5e	X153AW	ADD: RACK MOUNT HARDWARE.	6	$50.00	$300.00	19.00%	$9.50	$40.50	$243.0
5f	X640AN	ADD: UHF R2 (435-524 MHZ).	12	$3,200.00	$38,400.00	19.00%	$608.00	$2,592.00	$31,104.0
5g	X465AB	ADD : RX SPLITTER.	6	$250.00	$1,500.00	19.00%	$47.50	$202.50	$1,215.0
	GPW 8000 Receiver	**MELROSE CITY CH - MW HOSP., ROOSEVELT, FULLER HOUSE & 2 WASHINGTON ST**							
6	T7540A	GPW 8000 RECEIVER.	4	$1,000.00	$4,000.00	19.00%	$190.00	$810.00	$3,240.0
6a	X301AR	ADD: QTY 1 GPW 8000 RECEIVER.	4	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
6b	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY.	4	$2,000.00	$8,000.00	19.00%	$380.00	$1,620.00	$6,480.0
6c	CA00290AB	INC: UHF 435-524 8000 TRANSCEIVER.	4	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
6d	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	4	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
6e	X640AN	ADD: UHF R2 (435-524 MHZ).	4	$3,200.00	$12,800.00	19.00%	$608.00	$2,592.00	$10,368.0
6f	CA02446AA	ADD: G-SERIES INDOOR CABINET 15RU.	4	$1,250.00	$5,000.00	19.00%	$237.50	$1,012.50	$4,050.0
	GRV 8000	**MELROSE POLICE - COMPARATOR**							
7	T8341A	GRV 8000 COMPARATOR.	1	$3,000.00	$3,000.00	19.00%	$570.00	$2,430.00	$2,430.0
7a	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE.	1	$3,000.00	$3,000.00	19.00%	$570.00	$2,430.00	$2,430.0
7b	X153AW	ADD: RACK MOUNT HARDWARE.	1	$50.00	$50.00	19.00%	$9.50	$40.50	$40.5
7c	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
7d	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE.	1	$10,500.00	$10,500.00	19.00%	$1,995.00	$8,505.00	$8,505.0
7e	CA03084AA	ADD: COMPARATOR.	1	$2,500.00	$2,500.00	19.00%	$475.00	$2,025.00	$2,025.0

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	GRV 8000	**MELROSE FIRE - COMPARATOR**							
8	T8341A	GRV 8000 COMPARATOR.	1	$3,000.00	$3,000.00	19.00%	$570.00	$2,430.00	$2,430.0
8a	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE.	1	$3,000.00	$3,000.00	19.00%	$570.00	$2,430.00	$2,430.0
8b	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
8c	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE.	1	$10,500.00	$10,500.00	19.00%	$1,995.00	$8,505.00	$8,505.0
8d	CA03084AA	ADD: COMPARATOR.	1	$2,500.00	$2,500.00	19.00%	$475.00	$2,025.00	$2,025.0
	APX™ Consolette	**BAPERN - NW TAC, AW3, PD & MUTUAL AID**							
9	L37TSS9PW1AN	ALL BAND CONSOLETTE	4	$9,551.00	$38,204.00	25.00%	$2,387.75	$7,163.25	$28,653.0
9a	G48BB	ENH: CONVENTIONAL OPERATION APX.	4	$880.00	$3,520.00	25.00%	$220.00	$660.00	$2,640.0
9b	CA01598AB	ADD: AC LINE CORD US.	4	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
9c	GA05507AA	DEL: DELETE 7/800MHZ BAND.	4	-$800.00	-$3,200.00	25.00%	-$200.00	-$600.00	-$2,400.0
9d	GA05508AA	DEL: DELETE VHF BAND.	4	-$800.00	-$3,200.00	25.00%	-$200.00	-$600.00	-$2,400.0
9e	G78AR	ADD: 3Y ESSENTIAL SERVICE.	4	$176.00	$704.00	0.00%	$0.00	$176.00	$704.0
9f	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU.	4	$868.00	$3,472.00	25.00%	$217.00	$651.00	$2,604.0
9g	G843AH	ADD: AES ENCRYPTION AND ADP.	4	$523.00	$2,092.00	25.00%	$130.75	$392.25	$1,569.0
9h	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	4	$567.00	$2,268.00	25.00%	$141.75	$425.25	$1,701.0
9i	W969BG	ADD: MULTIKEY OPERATION.	4	$363.00	$1,452.00	25.00%	$90.75	$272.25	$1,089.0
9j	W382AM	ADD: CONTROL STATION DESK GCAI MIC.	1	$186.00	$186.00	25.00%	$46.50	$139.50	$139.5
10	HKN6233C	APX CONSOLETTE RACK MOUNT KIT.	4	$200.00	$800.00	25.00%	$50.00	$150.00	$600.0
	GRV 8000								
11	**GRV 8000**	**MELROSE CITY CH - COMPARATOR**	1	$3,000.00	$3,000.00	19.00%	$570.00	$2,430.00	$2,430.0
11a	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE.	1	$3,000.00	$3,000.00	19.00%	$570.00	$2,430.00	$2,430.0
11b	X153AW	ADD: RACK MOUNT HARDWARE.	1	$50.00	$50.00	19.00%	$9.50	$40.50	$40.5
11c	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
11d	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE.	1	$10,500.00	$10,500.00	19.00%	$1,995.00	$8,505.00	$8,505.0
11e	CA03084AA	ADD: COMPARATOR.	1	$2,500.00	$2,500.00	19.00%	$475.00	$2,025.00	$2,025.0
	APX™ Consolette	**METRO FIRE CHANNELS & MELROSE PD**							
12	L37TSS9PW1AN	ALL BAND CONSOLETTE.	5	$9,551.00	$47,755.00	25.00%	$2,387.75	$7,163.25	$35,816.2
12a	G90AC	ADD: NO MICROPHONE NEEDED APX.	5	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
12b	G48BB	ENH: CONVENTIONAL OPERATION APX.	5	$880.00	$4,400.00	25.00%	$220.00	$660.00	$3,300.0
12c	CA01598AB	ADD: AC LINE CORD US.	5	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
12d	GA05507AA	DEL: DELETE 7/800MHZ BAND.	5	-$800.00	-$4,000.00	25.00%	-$200.00	-$600.00	-$3,000.0
12e	GA05508AA	DEL: DELETE VHF BAND.	5	-$800.00	-$4,000.00	25.00%	-$200.00	-$600.00	-$3,000.0
12f	G78AR	ADD: 3Y ESSENTIAL SERVICE.	5	$176.00	$880.00	0.00%	$0.00	$176.00	$880.0
12g	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU.	5	$868.00	$4,340.00	25.00%	$217.00	$651.00	$3,255.0
12h	G843AH	ADD: AES ENCRYPTION AND ADP.	5	$523.00	$2,615.00	25.00%	$130.75	$392.25	$1,961.2
12i	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	5	$567.00	$2,835.00	25.00%	$141.75	$425.25	$2,126.2
12j	W969BG	ADD: MULTIKEY OPERATION.	5	$363.00	$1,815.00	25.00%	$90.75	$272.25	$1,361.2
13	HKN6233C	APX CONSOLETTE RACK MOUNT KIT.	5	$200.00	$1,000.00	25.00%	$50.00	$150.00	$750.0
	APX™ 6500 / Enh Series	**DISPATCH EMERGENCY RADIO**							
14	M25SSS9PW1AN	APX6500 UHF R2 MID POWER MOBILE.	1	$2,896.00	$2,896.00	25.00%	$724.00	$2,172.00	$2,172.0
14a	G806BE	ADD: ASTRO DIGITAL CAI OPERATION.	1	$567.00	$567.00	25.00%	$141.75	$425.25	$425.2
14b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
14c	G48BD	ENH: CONVENTIONAL OPERATION APX6500.	1	$550.00	$550.00	25.00%	$137.50	$412.50	$412.5

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14d	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX.	2	$17.00	$34.00	25.00%	$4.25	$12.75	$25.5
14e	G142AD	ADD: NO SPEAKER APX.	2	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
14f	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	1	$176.00	$176.00	0.00%	$0.00	$176.00	$176.0
14g	G67BZ	ADD: REMOTE MOUNT 02 CH MID POWER.	1	$327.00	$327.00	25.00%	$81.75	$245.25	$245.2
14h	G843AH	ADD: AES ENCRYPTION AND ADP.	1	$523.00	$523.00	25.00%	$130.75	$392.25	$392.2
14i	GA00092AL	ADD: APX DUAL-CONTROL HARDWARE (O2 GREY).	1	$627.00	$627.00	25.00%	$156.75	$470.25	$470.2
14j	GA00804AA	ADD: APX O2 CH (GREY).	1	$541.00	$541.00	25.00%	$135.25	$405.75	$405.7
14k	G89AC	ADD: NO RF ANTENNA NEEDED.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
14l	G444AE	ADD: APX CONTROL HEAD SOFTWARE.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
14m	W22BA	ADD: STD PALM MICROPHONE APX.	2	$79.00	$158.00	25.00%	$19.75	$59.25	$118.5
14n	W969BG	ADD: MULTIKEY OPERATION.	1	$363.00	$363.00	25.00%	$90.75	$272.25	$272.2
15	HPN4007D	POWER SUPPLY 14V 15A UNI 110/240 VAC US PLUG.	1	$319.68	$319.68	31.00%	$99.10	$220.58	$220.5

Net Total	**$293,289.2**
Estimated Tax	**$0.0**
Estimated Freight	**$0.0**
Grand Total	**$293,289.2**

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)



MELROSE POLICE & FIRE DEPARTMENTS
56 WEST FOSTER STREET
MELROSE, MA 02176
ATTN. CHIEF KEVIN FALLER & CHIEF ED COLLINO
PHONE: (781) 665-1212

Cyber Communications, Inc.
56 Holton Street
Woburn, MA 01801
781-647-1010

DATE: FEBRUARY 28, 2023

SALES PERSON: JOHN CONNOLLY

QTY	NOMENCLATURE	MOTOROLA SIMULCAST RADIO SYSTEM	UNIT LIST (DUP)	EXT LIST (DUP)	PSE01 UNIT	PSE01 EXTENDED
		MELROSE POLICE & FIRE & CITY SIMULCAST RADIO SYSTEM				
		MT HOOD SIMULCAST - POLICE & FIRE				
1	THN1012A	7' EQUIPMENT RACK	$ 1,489.00	$ 1,489.00	$ 1,310.32	$ 1,310.3
4	0784469Y02	CABLE MANAGEMENT	$ 125.00	$ 500.00	$ 110.00	$ 440.0
1	3182602Y06	VERTICAL GROUND BAR	$ 98.00	$ 98.00	$ 86.24	$ 86.2
2	2983724Y01	LUG NUTS AND MISCELLANEOUS HARDWARE	$ 75.00	$ 150.00	$ 66.00	$ 132.0
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR TRANSMIT SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 3,600.00	$ 3,600.00	$ 3,168.00	$ 3,168.0
2		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 700.00	$ 308.00	$ 616.0
1	2402-013	OROLIA SPECTRACOM SECURESYNC GPS MASTER OSCILLATOR W/AC CORD	$ 6,383.00	$ 6,383.00	$ 5,617.04	$ 5,617.0
1	1204-17	OROLIA SPECTRACOM OPTION CARD WITH COMPOSITE OUTPUTS	$ 1,728.00	$ 1,728.00	$ 1,520.64	$ 1,520.6
1	8230	OROLIA SPECTRACOM GPS ANTENNA AND BRACKET	$ 437.00	$ 437.00	$ 384.56	$ 384.5
1	8226	OROLIA SPECTRACOM ANTENNA LINE SURGE PROTECTOR	$ 454.00	$ 454.00	$ 399.52	$ 399.5
		MT HOOD ANTENNA SYSTEM - POLICE & FIRE & CITY				
2	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 2,260.00	$ 994.40	$ 1,988.8
1	COL45-470	RFI UHF (450-470 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
30	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 89.40	$ 2.62	$ 78.6
3	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 85.50	$ 25.08	$ 75.2
9	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 171.00	$ 16.72	$ 150.4
600	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 2,610.00	$ 3.83	$ 2,296.8
6	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 157.50	$ 23.10	$ 138.6
6	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 154.50	$ 22.66	$ 135.9
3	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 267.00	$ 78.32	$ 234.9
1	ANT WORK	ANTENNA INSTALLATION AT MT HOOD INCLUDES LABOR, MOUNTING			$ 16,510.00	$ 16,510.0
		HARDWARE - NON-PREVAILING WAGE				
		POLICE STATION SIMULCAST - POLICE & FIRE & CITY				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR TRANSMIT SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
3	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 2,600.00	$ 7,800.00	$ 2,288.00	$ 6,864.0
1	MISC	MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	2402-013	OROLIA SPECTRACOM SECURESYNC GPS MASTER OSCILLATOR W/AC CORD	$ 6,383.00	$ 6,383.00	$ 5,617.04	$ 5,617.0
1	1204-17	OROLIA SPECTRACOM OPTION CARD WITH COMPOSITE OUTPUTS	$ 1,728.00	$ 1,728.00	$ 1,520.64	$ 1,520.6
1	8230	OROLIA SPECTRACOM GPS ANTENNA AND BRACKET	$ 437.00	$ 437.00	$ 384.56	$ 384.5
1	8226	OROLIA SPECTRACOM ANTENNA LINE SURGE PROTECTOR	$ 454.00	$ 454.00	$ 399.52	$ 399.52

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		POLICE STATION ANTENNA SYSTEM - POLICE & FIRE & CITY				
1	CS4552-0805	RFI HYBRID CONTROL STATION COMBINER - UHF (450-520 MHZ) - 8 PORT	$ 17,480.00	$ 17,480.00	$ 15,382.40	$ 15,382.4
2	ANT480F2	TELEWAVE ANT480F2 UHF (450-512 MHZ) 2.5 DB ANTENNA	$ 987.00	$ 1,974.00	$ 908.04	$ 1,816.0
1	COL45-470	RFI UHF (450-470 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
300	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 894.00	$ 2.62	$ 786.7
6	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 171.00	$ 25.08	$ 150.4
12	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 228.00	$ 16.72	$ 200.6
1	ANT WORK	ANTENNA INSTALLATION AT PDHQ INCLUDES LABOR, MOUNTING			$ 7,230.00	$ 7,230.0
		HARDWARE - NON-PREVAILING WAGE				
		FIRE STATION SIMULCAST - POLICE & FIRE & CITY				
1	THN1012A	7' EQUIPMENT RACK	$ 1,489.00	$ 1,489.00	$ 1,310.32	$ 1,310.3
4	0784469Y02	CABLE MANAGEMENT	$ 125.00	$ 500.00	$ 110.00	$ 440.0
1	3182602Y06	VERTICAL GROUND BAR	$ 98.00	$ 98.00	$ 86.24	$ 86.2
2	2983724Y01	LUG NUTS AND MISCELLANEOUS HARDWARE	$ 75.00	$ 150.00	$ 66.00	$ 132.0
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR TRANSMIT SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 2,600.00	$ 2,600.00	$ 2,288.00	$ 2,288.0
1	MISC	MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	2402-013	OROLIA SPECTRACOM SECURESYNC GPS MASTER OSCILLATOR W/AC CORD	$ 6,383.00	$ 6,383.00	$ 5,617.04	$ 5,617.0
1	1204-17	OROLIA SPECTRACOM OPTION CARD WITH COMPOSITE OUTPUTS	$ 1,728.00	$ 1,728.00	$ 1,520.64	$ 1,520.6
1	8230	OROLIA SPECTRACOM GPS ANTENNA AND BRACKET	$ 437.00	$ 437.00	$ 384.56	$ 384.5
1	8226	OROLIA SPECTRACOM ANTENNA LINE SURGE PROTECTOR	$ 454.00	$ 454.00	$ 399.52	$ 399.5
1	CS4552-0805	RFI HYBRID CONTROL STATION COMBINER - UHF (450-520 MHZ) - 8 PORT	$ 17,480.00	$ 17,480.00	$ 15,382.40	$ 15,382.4
		FIRE STATION ANTENNA SYSTEM				
3	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 3,390.00	$ 994.40	$ 2,983.2
40	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 119.20	$ 2.77	$ 110.8
4	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 114.00	$ 26.51	$ 106.0
12	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 228.00	$ 16.72	$ 200.6
400	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 1,740.00	$ 3.83	$ 1,531.2
8	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 210.00	$ 23.10	$ 184.8
8	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 206.00	$ 22.66	$ 181.2
4	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 356.00	$ 78.32	$ 313.2
1	ANT WORK	ANTENNA INSTALLATION AT FDHQ INCLUDES LABOR, MOUNTING			$ 15,120.00	$ 15,120.0
		HARDWARE - NON-PREVAILING WAGE				
		STEELE HOUSE RECEIVE SITE - POLICE & FIRE & CITY				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 3,600.00	$ 3,600.00	$ 3,168.00	$ 3,168.0
		STEELE HOUSE ANTENNA SYSTEM				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 29.80	$ 2.77	$ 27.7
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 28.50	$ 26.51	$ 26.5
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 57.00	$ 16.72	$ 50.1
50	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 217.50	$ 3.83	$ 191.4
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 52.50	$ 23.10	$ 46.2
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 51.50	$ 22.66	$ 45.3

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2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 178.00	$ 78.32	$ 156.64
1	ANT WORK	ANTENNA INSTALLATION AT STEELE HOUSE INCLUDES LABOR, MOUNTING			$ 7,760.00	$ 7,760.0
		HARDWARE - NON-PREVAILING WAGE				
		LINCOLN SCHOOL RECEIVE SITE - POLICE & FIRE & CITY				
3	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	$ 4,320.00	$ 12,960.00	$ 3,801.60	$ 11,404.8
1		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 3,600.00	$ 3,600.00	$ 3,168.00	$ 3,168.0
		LINCOLN SCHOOL ANTENNA SYSTEM				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 29.80	$ 2.77	$ 27.7
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 28.50	$ 26.51	$ 26.5
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 57.00	$ 16.72	$ 50.1
150	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 652.50	$ 3.83	$ 574.2
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 52.50	$ 23.10	$ 46.2
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 51.50	$ 22.66	$ 45.3
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 178.00	$ 78.32	$ 156.6
1	ANT WORK	ANTENNA INSTALLATION AT LINCOLN SCHOOL INCLUDES LABOR, MOUNTING			$ 16,680.00	$ 16,680.0
		HARDWARE - NON-PREVAILING WAGE				
		MELROSE/WAKEFIELD HOSPITAL RECEIVE SITE - POLICE & FIRE & CITY				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 2,600.00	$ 2,600.00	$ 2,288.00	$ 2,288.0
1	THN1012A	7' EQUIPMENT RACK	$ 1,489.00	$ 1,489.00	$ 1,310.32	$ 1,310.3
4	0784469Y02	CABLE MANAGEMENT	$ 125.00	$ 500.00	$ 110.00	$ 440.0
1	3182602Y06	VERTICAL GROUND BAR	$ 98.00	$ 98.00	$ 86.24	$ 86.2
2	2983724Y01	LUG NUTS AND MISCELLANEOUS HARDWARE	$ 75.00	$ 150.00	$ 66.00	$ 132.0
		MELROSE/WAKEFIELD HOSPITAL ANTENNA SYSTEM				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 29.80	$ 2.77	$ 27.7
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 28.50	$ 26.51	$ 26.5
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 57.00	$ 16.72	$ 50.1
150	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 652.50	$ 3.83	$ 574.2
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 52.50	$ 23.10	$ 46.2
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 51.50	$ 22.66	$ 45.3
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 178.00	$ 78.32	$ 156.6
1	ANT WORK	ANTENNA INSTALLATION AT M/W HOSPITAL INCLUDES LABOR, MOUNTING			$ 11,095.00	$ 11,095.0
		HARDWARE - NON-PREVAILING WAGE				
		ROOSEVELT SCHOOL RECEIVE SITE - POLICE & FIRE & CITY				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 3,600.00	$ 3,600.00	$ 3,168.00	$ 3,168.0
		ROOSEVELT SCHOOL ANTENNA SYSTEM				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 29.80	$ 2.77	$ 27.7
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 28.50	$ 26.51	$ 26.51

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3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 57.00	$ 16.72	$ 50.16
150	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 652.50	$ 3.83	$ 574.2
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 52.50	$ 23.10	$ 46.2
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 51.50	$ 22.66	$ 45.3
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 178.00	$ 78.32	$ 156.6
1	ANT WORK	ANTENNA INSTALLATION AT ROOSEVELT SCHOOL INCLUDES LABOR, MOUNTING			$ 12,660.00	$ 12,660.0
		HARDWARE - NON-PREVAILING WAGE				
		FULLER HOUSE RECEIVE SITE - POLICE & FIRE & CITY				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 3,600.00	$ 3,600.00	$ 3,168.00	$ 3,168.0
		FULLER HOUSE ANTENNA SYSTEM				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 29.80	$ 2.77	$ 27.7
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 28.50	$ 26.51	$ 26.5
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 57.00	$ 16.72	$ 50.1
150	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 652.50	$ 3.83	$ 574.2
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 52.50	$ 23.10	$ 46.2
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 51.50	$ 22.66	$ 45.3
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 178.00	$ 78.32	$ 156.6
1	ANT WORK	ANTENNA INSTALLATION AT PDHQ INCLUDES LABOR, MOUNTING			$ 7,570.00	$ 7,570.0
		HARDWARE - NON-PREVAILING WAGE				
		2 WASHINGTON ST RECEIVE SITE - POLICE & FIRE & CITY				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 3,600.00	$ 3,600.00	$ 3,168.00	$ 3,168.0
		2 WASHINGTON ST ANTENNA SYSTEM				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 29.80	$ 2.77	$ 27.7
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 28.50	$ 26.51	$ 26.5
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 57.00	$ 16.72	$ 50.1
150	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 652.50	$ 3.83	$ 574.2
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 52.50	$ 23.10	$ 46.2
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 51.50	$ 22.66	$ 45.3
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 178.00	$ 78.32	$ 156.6
1	ANT WORK	ANTENNA INSTALLATION AT PDHQ INCLUDES LABOR, MOUNTING			$ 17,100.00	$ 17,100.0
		HARDWARE - NON-PREVAILING WAGE				
		EQUIPMENT TOTAL			**PSE01**	**$ 274,303.90**
		MOTOROLA SYSTEM TECH SUPPORT				**$ 8,860.0**
		FCC PD LICENSE APPLICATION PREPARATION AND COORDINATION FEES				**$ 4,800.0**
		CYBER STAGING AND INSTALLATION - NON-PREVAILING WAGE				**$ 28,600.0**
		BUDGETARY TOTAL			**PSE01 TOTAL**	**$ 316,563.90**

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CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: March 2, 2023

Re: 3/6/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 3/6/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Request	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
If APPRO-2023-14 is approved	*35,311.00*	7,124,595.00	School
If APPRO-2023-15 is approved	*2,762,674.93*	4,361,920.07	School
If APPRO-2023-16 is approved	*35,449.00*	4,326,471.07	Elections
If APPRO-2023-17 is approved	*903,000.00*	3,423,471.07	Public Safety

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ELECTIONS OFFICE
CITY CLERK'S OFFICE
CITY HALL, 562 MAIN STREET
MELROSE, MA 02176
TELEPHONE – (781) 979-4116

TO: Honorable Mayor Paul Brodeur

DATE: February 28, 2023

FROM: Kristin Foote
City Clerk | Interim Elections Administrator

RE: Request for Free Cash

The City Clerk, Elections Office and Board of Registrars of Voters respectfully request an appropriation from free cash in the amount of $35,449 to purchase essential voting equipment and necessary supplies to continue the City's commitment to secure, straightforward and efficient elections.

Casting History

In 2020, vote-by-mail ("VBM") was first allowed due to Covid-19 health restrictions and in the presidential election approximately 16,000 ballots were mailed and 2,000 cast in person. The recently passed Votes Act of 2022 has increased accessibility and participation by providing registered voters with the permanent option of VBM. A byproduct of this accessibility has been quadrupled tasks around ballot preparation and processing as well as increased demand on poll workers during election day. VBM casting occurs concurrent with in-person casting and this has added pressure to election workers as they process the resultant increased VBM volume.

Of the approximately 14,000 ballots cast in the recent 2022 state election, they were cast almost equally: 50% in person on election day and 50% via VBM. We seek to purchase one high-speed tabulator to alleviate volume stressors as we continue our efficient and accurate elections. The unit currently in use by Somerville, Cambridge and Boston provide a speed of 85-100 pre-folded/mailed ballots per minute and will significantly reduce processing time as well as poll worker fatigue. To provide a sense of perspective, the tabulators currently used in Melrose scan in-person and VBM ballots approximately 8 ballots per minute. Ballots processed by the new equipment will occur on election day, by precinct, in full view of the public. Currently the Secretary of State's Elections Division has approved this high efficiency unit for use in the Commonwealth and there is a sole source supplier.

Office Equipment

Additionally, free cash is being sought to replace irreparable broken desks, purchased circa 2005, and to purchase modular workstations to provide functional workspace, tools, and processing stations for the staff who supplement the Elections Administrator in handling the added processing. Part of this request will be used to purchase secure storage to comply with state regulations that election materials (ballots, envelopes, tabulation, and tally sheets) be secured and stored for 22 months.

Thank you for your consideration.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)



Company Address	10 Manor Parkway, Unit B Salem, NH 03079 US	Created Date	12/12/2022
		Quote Number	00000868

Contact Information

Prepared By	Brenda L'Italien	Customer Name	Melrose
Title	Director of Business Development	Contact Name	Kristin Foote
Phone	(978) 651-2511	Title	City Clerk
Email	bcm@lhsassociates.com	Email	kfoote@cityofmelrose.org

Address Information

Bill To Name	Melrose
Bill To	562 Main Street Melrose, MA 02176

Product Code	Product	Product Description	Sales Price	Quantity	Total Price
DVS-55	ICC Annual Software License Fee	Annual Software license fee after the purchase warranty expires.	$2,500.00	1.00	$2,500.00
DVS-115	ImageCast Central Bundle (1 Year Warranty)		$25,000.00	1.00	$25,000.00

Subtotal	$27,500.00
Total Price	$27,500.00

Signature

By signing below, you are acknowledging that the above pricing is accurate and within budget, and that you are ready to move forward with the official purchase and contract initiation:

Customer Signature: _____

Printed Name & Title: _____

Date: _____

Anticipated First Use Date: _____

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

COSTS ESTIMATED and based on available pricing

Shipping/handling not included

Storage:

BALLOT ENVELOPES
BALLOT REQUEST POSTCARDS:
Secure Storage Bins with Latch)
$502.53 Est: $503.

Equipment:

72 inch adjustable height tables
4 @ $425. $1,700.00

48 inch adjustable height tables
2 @ $355. $710.00

work stools
3 @ $355 $1,065

L- return workstation 1 draw
1 @ $588. $588.00

1 corner desk
1 @ $212. $212.00

privacy panel
1 @ $155. $155.00

metal permanent locked storage boxes
28 @ $104. $2,912.00

secure in-person deposit box
1 @ $104. $104.00

TOTAL $7,949.

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CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: March 2, 2023

Re: 3/6/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 3/6/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Request	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
If APPRO-2023-14 is approved	*35,311.00*	7,124,595.00	School
If APPRO-2023-15 is approved	*2,762,674.93*	4,361,920.07	School
If APPRO-2023-16 is approved	*35,449.00*	4,326,471.07	Elections
If APPRO-2023-17 is approved	*903,000.00*	3,423,471.07	Public Safety

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Beebe Estate Board of Trustees
Date: February 28, 2023

I respectfully request the Honorable City Council confirm the reappointment of William Butler, 102 Crescent Road, to the Beebe Estate Board of Trustees for a three-year term set to expire on the last day of February 2026.

Mr. Butler is dedicated to working collaboratively with his fellow trustees to maintain and preserve a beloved community landmark—the Beebee Estate. I am proud to request his reappointment.

Thank you for your consideration and support.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

BILL BUTLER GROUP

February 16, 2023

To Whom It May Concern:

Please let this letter serve as notice of my interest in continuing my duties on the Beebe Estate Board of Trustees.

It's been a pleasure these past years and I look forward to serving the city in the future.

Best,

Bill

Bill Butler

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Commission on Women
Date: March 1, 2023

I respectfully request the Honorable City Council confirm the appointment of Allison Goldberg, 24 Cottage Street, to the Commission on Women (MCW) for a two-year term set to expire on the last day of February 2025. Ms. Goldberg's appointment replaces the membership of Kristyn Bunce DeFilipp, whose term is expired and who is not seeking reappointment.

In Ms. Goldberg's professional capacity as a Program Director for the Barbara Lee Political Office/Barbara Lee Family Foundation, and previously at the State House, she has been an unwavering advocate for women. Currently, she serves as a coach for women who want to run for office, guaranteeing women have a seat at the table and ensuring their voices are heard, and previously she promoted public policies that bolster women and their communities.

For these reasons and more, I am confident that Ms. Goldberg will be an excellent addition to the MCW and support the Commission's mission to represent the interests of women and girls in the community.

Thank you for considering Ms. Goldberg's appointment to the Melrose Commission on Women.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Application Form

Profile

Allison
First Name

Middle Initial

Goldberg
Last Name

[redacted]
Email Address

24 Cottage Street
Home Address

Suite or Apt

Melrose
City

MA
State

02176
Postal Code

What district do you live in?

☑ District 3

Mobile: [redacted]
Primary Phone

Alternate Phone

Barbara Lee Political Office/Barbara Lee Family Foundation
Employer

Program Director
Job Title

Which Boards would you like to apply for?

Commission on Women: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I recently heard about the openings on the Melrose Commission on Women and am very interested in serving in this capacity. I've been devoted to women's empowerment throughout much of my life, and am a fierce advocate in promoting policies that bolster not just women but their communities as well. I have been active in government and public policy for over a decade, and for the past several years, I have brought together my two passions of politics and feminism by working for the Barbara Lee Political Office/Barbara Lee Family Foundation. There, I work daily to help position women to run for and win elected office, in order to "have a seat at the table" and ensure that women's voices are heard where we need them most. I would very much value the opportunity to serve on the Melrose Commission on Women and help advance the interests of women and girls here in Melrose. I feel that now is a great time for me to get more involved with the City - I have lived in Melrose for almost 6 years, and have 3-year-old and 1-year-old sons. I want to be able to show them what it means to stand up for women and how they can grow up to be allies, even from a young age. I appreciate the consideration of my application and look forward to further discussions about this opportunity!

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Allison O'Leary Goldberg
Melrose, MA 02176 | [redacted]

SKILLS

Experienced public policy professional, possessing excellent organizational, research, and writing skills. Proven leader with a passion for mission-driven work. Success in driving legislative, policy, and campaign efforts. Skilled in team and project management. Discretion in maintaining confidential information on behalf of principals and stakeholders. Expert in government and nonprofit budget planning. Familiarity with nuances of c4 and c3 organizations. Excellent inter-personal and communication skills. Skilled user of Microsoft Office applications, Customer Relations Management software (Salesforce), SPSS, and QuickBooks.

PROFESSIONAL EXPERIENCE

Barbara Lee Political Office/Barbara Lee Family Foundation,
Program Director, Cambridge, MA and Remote 2018 – Present

- Direct political and foundation grant making process for an organization supporting over one hundred contributions with outgoing funds totaling up to $1,600,000 annually
- Develop and maintain annual organizational budget of $2,500,000 and coordinate with external financial advisors
- Advise principal on personal support of candidates, c3 and c4 organizations, and PACs
- Coordinate external messaging to encourage financial contributions for endorsed political candidates
- Identify, track, research, and interview incumbents and candidates running for state and federal office throughout the country
- Drive program-related event planning for fundraisers, conferences, and other events
- Create and present programming update reports to the principal and the Board of Directors
- Manage a remote team of up to 3 direct reports and assisted with organization's transition from operating with a fully in-person team to a fully remote team

MA State House, State Representative Alice H. Peisch, House Chair,
Joint Committee on Education, Boston, MA
Staff Director 2011 – 2018

- Led and supervised an office staff of 7 plus student interns, including the onboarding, offboarding, and performance review of employees
- Oversaw work of team members to ensure district and committee priorities were attended to in a timely manner and that projects moved forward
- Developed and advanced the Representative's personal, district, and committee legislative priorities, helping manage over 300 bills per session and contributing to the passage of major pieces of legislation
- Drafted, filed, and tracked legislation, budget items, and legislative amendments
- Managed external relationships with elected officials, staff, constituents, and advocates
- Served as lead analyst and expert on a portfolio of education committee policy topics

Legislative Aide 2009 – 2011

- Work directly with the Representative to coordinate legislative priorities and connect district residents to state government services
- Planned, organized, and executed district events
- Participated in meetings, briefings, and committee hearings on behalf of the Representative
- Addressed and resolved all incoming concerns from the Representative's 40,000+ constituents

Boston Career Connections, Inc., *Freelance Associate*, Remote 2009 – 2015

- Collaborated on research for philanthropic proposals and initiatives, focusing on college and career readiness and workforce development
- Created, edited, and assembled documents and presentation materials for principal

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Allison O'Leary Goldberg
Melrose, MA 02176 | [redacted]

EDUCATION

Northeastern University, Boston, MA 2014
Master of Science Degree, Law and Public Policy

Colgate University, Hamilton, NY 2008
Bachelor of Arts Degree, double major in Political Science and History, *cum laude*

HONORS

Pi Sigma Alpha National Political Science Honor Society | Phi Alpha Theta National History Honor Society
Gamma Sigma Alpha National Greek Academic Honor Society | Colgate University Political Science Honors Society
Colgate University History Honors Society | Colgate University Dean's Award for Academic Excellence

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Board of Health
Date: February 28, 2023

I respectfully request the Honorable City Council confirm the reappointment of Carol Ann Licitra, 308 E Foster St, to the Melrose Board of Health for a three-year term set to expire on the last day of February 2026.

Ms. Licitra, whose initial term on the BOH began during the peak of COVID-19, has proven herself a sensible decision-maker who is equipped to handle the challenges presented to a community during a public health crisis, as well as during the recovery phase of such a crisis. As the Health & Human Service Department and BOH continue to partner in 2023 to improve our community's health and well-being, Ms. Licitra's experience is an asset to the BOH.

Thank you for your consideration and support for Ms. Licitra's reappointment to the Melrose Board of Health.

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Carol Ann Licitra, LMHC
308 E Foster Street
Melrose, MA 02176
617-922-3940
Licitra.ca@gmail.com

February 15, 2023

Dear Mayor Brodeur,

As my term on the Melrose Board of Health nears its end, I respectfully request that you consider renewing my term. I am proud to have served on the Board through the Pandemic and excited to be part of the various new initiatives that provide resources for the citizens of Melrose.

Thank you for your consideration,

Respectfully,

Carol Ann Licitra, LMHC

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Commission on Women
Date: February 28, 2023

I respectfully request the Honorable City Council confirm the appointment of Emily Paisner, 71 E Emerson St, to the Melrose Commission on Women (MCW), for a one-year term set to expire on the last day of February 2024. Ms. Paisner's appointment replaces the term of Rilda Kissel, who has resigned from the Commission.

Ms. Paisner's genuine interest in serving on the MCW stems from her passion for advocating for equality for women and girls, which she has previously expressed through her podcast *Equal Parts*, which brought to the forefront the challenges around women, work, and motherhood. She also serves in a girls' leadership role in our community as a girls' lacrosse coach.

I believe the MCW would be an excellent outlet for Ms. Paisner's dedication to advocating for equality for women and girls and I look forward to her partnership to help the City promote constructive action in areas of interest and concern to women and girls in the community.

Thank you for your consideration and support for Ms. Paisner's appointment to the Melrose Commission on Women.

Contact

emilypaisner@gmail.com

www.linkedin.com/in/emilypaisner (LinkedIn)
www.rebrand.com/2009-winners-brands (Portfolio)
www.cspace.com (Company)
www.care.com/careatwork/insights/equal-parts-podcast (Other)

Top Skills

Brand Architecture
Email Marketing
Social Media Marketing

Emily Paisner

Marketing Leader | Brand Evangelist | Content & Campaign Strategist | B2B and B2B2C Experience | Podcast Host | Storyteller Mom
Greater Boston

Summary

An experienced B2B and B2B2C marketer leading the GTM strategy and execution of enterprise businesses with proven results. Demonstrated success in building brands, creating lead ger campaigns resulting in growth, and driving thought leadership and content strategies.

Experience

Daybreak Health
Head Of Marketing
February 2022 - Present (1 year)

Mother Honestly
Advisory Board Member
January 2022 - Present (1 year 1 month)

Level
Marketing Lead
August 2021 - January 2022 (6 months)

Care.com
Director of Enterprise Marketing
July 2018 - August 2021 (3 years 2 months)
Greater Boston Area

Led the B2B and B2B2C marketing strategy for Care.com's enterprise solution, raising overall brand awareness, driving new business, retaining and expanding client accounts, and developing marcoms for end users. I brought mix of right brained & left brained thinking to build the brand narrative, create a content and campaign strategy for targeted audiences, and delivered on KPIs that contributed significant growth to the business. Launched and hoste Care.com's first-ever podcast, Equal Parts, interviewing experts, change

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makers, and authors. Led and hosted a webinar series, spoke at industry events, and was featured and quoted in the press.

C Space

5 years 3 months

Director, Marketing

December 2014 - July 2018 (3 years 8 months)

Boston, MA

I lead the development and execution of strategic marketing and branding initiatives including developing key messaging and value propositions, perso creation, digital experiences, lead gen programs, content and communicatio plans, strategic partnerships, in-person events, and internal communications. In support of the content strategy, I produced a customer-centricity podcast, Outside In, and created thought leadership that resulted in featured articles in well-respected publications like Harvard Business Review, Ad Age, Fast Company.

Senior Global Marketing Manager

May 2013 - December 2014 (1 year 8 months)

Continuum

Marketing Manager

July 2009 - May 2013 (3 years 11 months)

Developed thought leadership and amplified the content across key marketin channels including byline articles, blog, PR, speaking opportunities, and ema marketing campaigns. Led the creation and launch of global corporate websi social media strategy, and strategic partnerships.

Minelli, Inc.

Strategy & Account Management

November 2006 - July 2009 (2 years 9 months)

Served as the lead account manager cultivating and managing client relationships, creating brand strategies, persona development, and messagir while collaborating with the creative team on design and brand standards. Worked primarily with mission-driven organizations to create both internal alignment as well as public expression.

Jones Lang LaSalle

Marketing Manager

January 2005 - November 2006 (1 year 11 months)

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Developed award-winning marketing campaigns for one of the world's leading commercial real estate firms. Played a lead role in aligning the marketing team, internal clients, external clients, and vendors. Led the implementation of integrated marketing campaigns that included: website development, direc mail, email marketing, trade shows, events, and collateral. Ensured all projec were completed on-time and within budget. Responsible for managing the internal marketing team budget.

Spaulding & Slye Colliers

2 years

Senior Marketing Associate

January 2004 - December 2004 (1 year)

Served as project manager for strategic planning of marketing campaigns an corporate events. Prepare marketing budgets and plans. Oversaw activities c staff in marketing department. Serve as main contact for internal and externa clients.

Marketing Coordinator

January 2003 - December 2003 (1 year)

Produced marketing brochures and quarterly research reports. Provided design and project management for marketing collateral while coordinating with internal teams and external vendors.

Education

DGMG University

An accelerator for B2B Marketers · (January 2021 - March 2021)

University of Vermont

Bachelor of Arts, Economics and Marketing

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Application Form

Profile

Emily
First Name

Middle Initial

Paisner
Last Name

[redacted]
Email Address

71 E Emerson St
Home Address

Suite or Apt

Melrose
City

MA
State

02176
Postal Code

What district do you live in?

None Selected

Mobile:[redacted]
Primary Phone

Alternate Phone

Daybreak Health
Employer

Head of Marketing
Job Title

Which Boards would you like to apply for?

Commission on Women: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I have lived in Melrose for ~4 years and am looking for additional ways to get involved in the community. Advocating for women's issues is extremely important to me. I previously hosted a podcast called Equal Parts, bringing issues and challenges around women, work, and motherhood to the forefront. I coach girls lacrosse in Melrose and am raising both a son and daughter in our community.

Profile.pdf
Upload a Resume

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

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[redacted]

☑ [redacted]

[redacted]

☑ [redacted]

[redacted]

☑ [redacted]

[redacted]

☑ [redacted]

[redacted]

Date of Birth

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Emily Paisner

Business Name	Location of Garage	Owner
RJM Motors Sales and Service	448 Franklin St	Ronald Wu

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Expiration	ID
December 31, 2022	2008-082A

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Business Name	Location	Owner / Emergency Contact		Expiration
Comella's LLC d/b/a Comella's	476A Main Street Street	Matthew Comella		12/31/2023
Santa Fe Burrito Grill Melrose	411-417 Main Street	Hector Angel		12/31/2023
Starbuck's Coffee Company # 7258	521 Main Street	Starbuck's Corporation	attn. manager	12/31/2023

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CITY OF MELROSE

OFFICE OF PLANNING AND
COMMUNITY DEVELOPMENT

DENISE M. GAFFEY
Director & City Planner

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

MEMORANDUM

TO: Melrose City Council

FROM: Martha Grover, Sustainability Manager

RE: Hoover and Horace Mann Solar PPA/Lease Authorization

DATE: February 13, 2023

Attached for your review are the Solar Power Purchase and Lease agreements with Solect Energy Development to install a 67.3 kW AC and 50 kW AC system on the Hoover and Horace Mann Elementary School roofs respectively. We seek authorization from the City Council for Mayor Brodeur to execute these agreements.

The city has worked with Solect for over a year to develop these projects and take advantage of the new roofs scheduled to be installed this summer, favorable federal tax credits, Block 10 utility SMART incentives, and fantastic solar access at these two schools. Action 28 in the Melrose Net Zero Action seeks to "Maximize the installation of clean energy sources on municipal property" and these projects are in line with and support the city's effort to lead by example.

I look forward to answering your questions at a future meeting but don't hesitate to reach out in advance at mgrover@cityofmelrose.org or 781.979.4195 as well.

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Solect Solar Update
City of Melrose

Hoover Elementary School
&
Horace Mann Elementary School



solectenergy
Power Your Tomorrow

February 1, 2023

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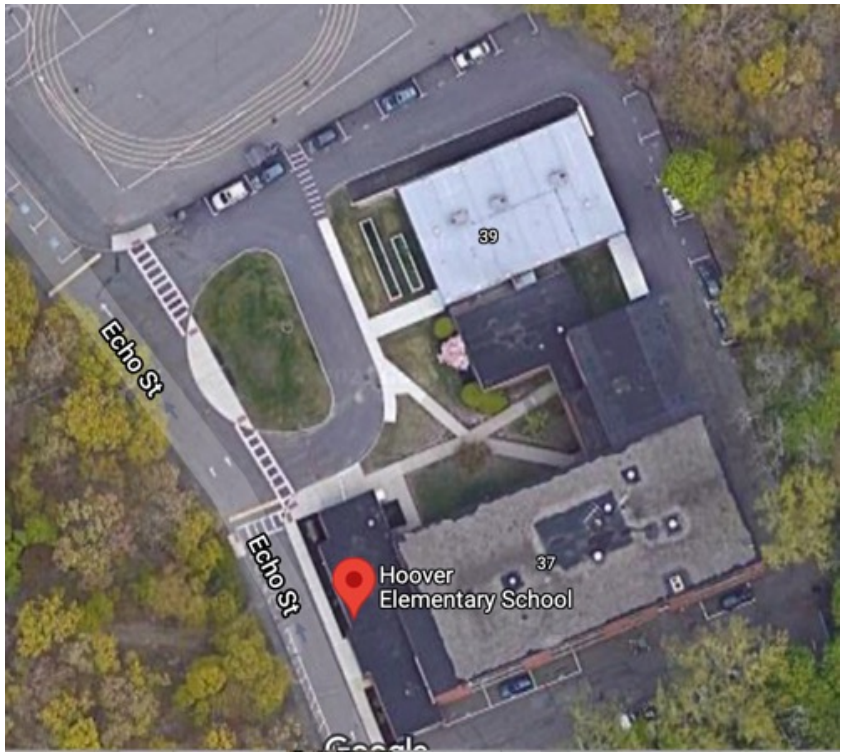
Hoover Elementary School
&
Horace Mann Elementary School

Electricity Analysis and Solar Designs

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Hoover Elementary School

37 Glendower Road, Melrose MA 02176



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Hoover Elementary School

Electricity Analysis

November 2022

National Grid's Nov 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

Total Addressable Electricity Rate

Facility	Hoover Elementary School					
Utility	National Grid					
Address	37 Glendower Rd Melrose MA 02176					
Account Number	39494-58005					
Rate Class	G-1 (B1)					
Meter Number	25198853					
Month	Nov-22					
kWhr	8,480					
Variable Cost ($)	977.77					
Delivery ($/kWh)	$ 0.11530					
Supply ($/kWh)	$ 0.13000					
Avoided Rate	**$ 0.24530**					**0.24530**
TTD Rate	$ 0.11530					
Est. A... mation	2.00%					

Monthly Usage	POI Meter					Total
January	16,560					16,560
February	17,840					17,840
March	16,000					16,000
April	14,400					14,400
May	8,000					8,000
June	8,400					8,400
July	6,240					6,240
August	3,200					3,200
September	12,560					12,560
October	8,800					8,800
November	8,480					8,480
December	13,920					13,920
12 Month Total	**134,400**	-	-	-	-	**134,400**
Average	**11,200**	-	-	-	-	

Annual Electricity Consumption

Total Annual Spend (not including fixed charges) $ 32,969

solectenergy Power Your Tomorrow

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Hoover Elementary School

Rooftop Design

System Size 91.2 KW DC / 67.3 KW AC

Estimated Year 1 Production: 105,744.4 kWh



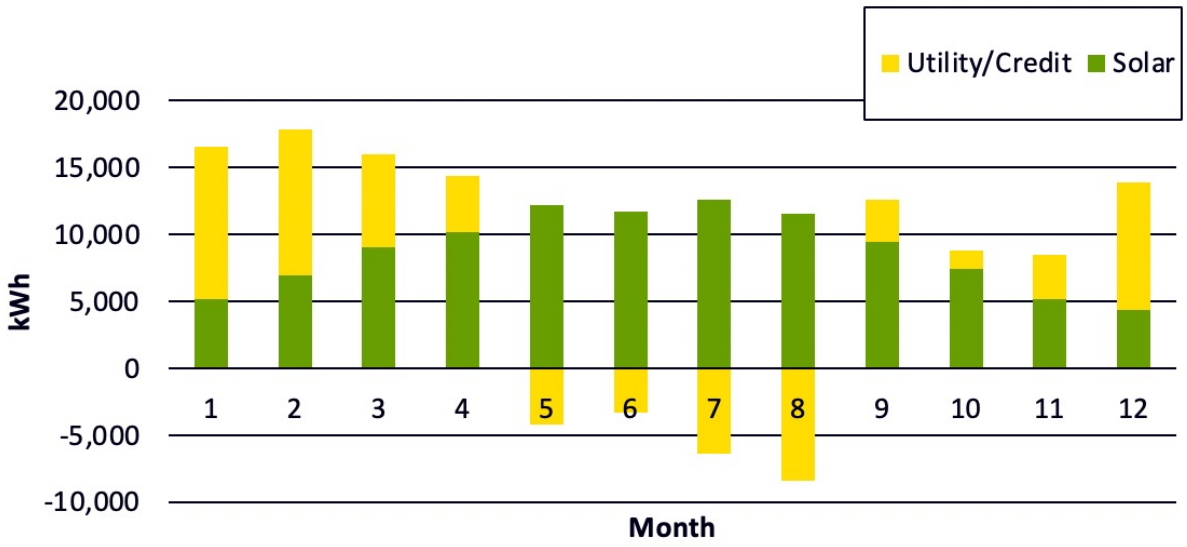
solectenergy
Power Your Tomorrow

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

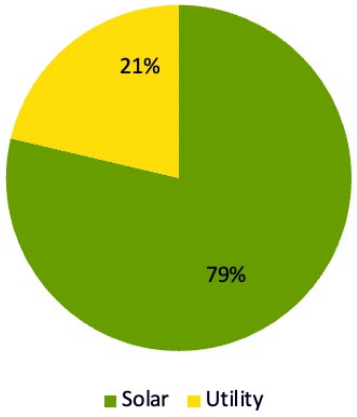
Hoover Elementary School

Electricity Consumption vs Production

105,744 kWh in Year 1



Annual Energy Supply

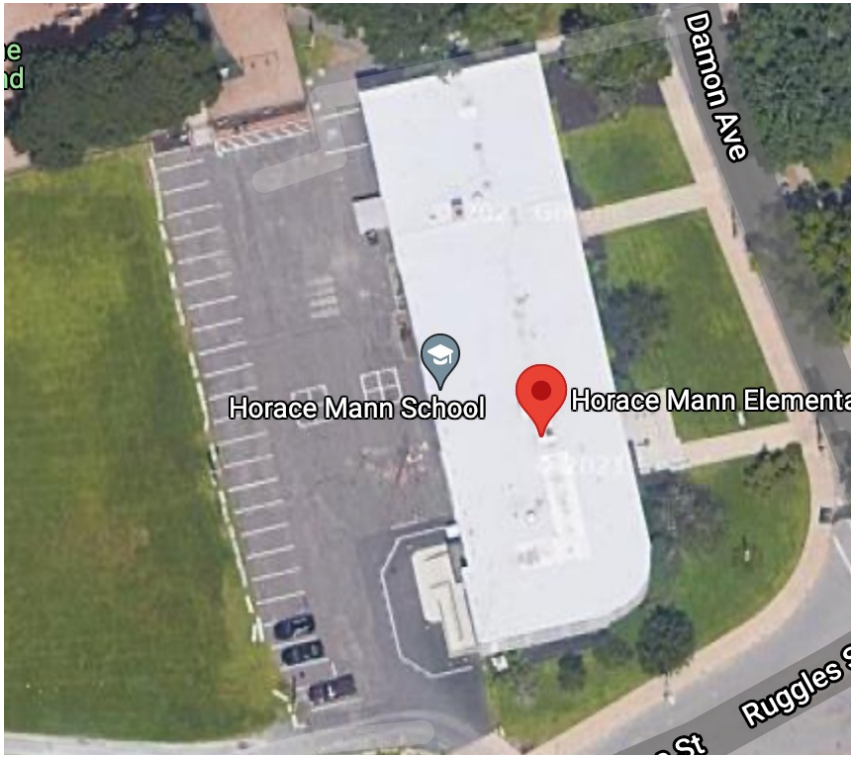


Based on 12 mo. Usage of 134,400 kWh as per utility bills.

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Horace Mann Elementary School

40 Damon Ave, Melrose MA 02176



solectenergy
Power Your Tomorrow

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Horace Mann Elementary School

Electricity Analysis

3 Year Average (2018 - 2020)

National Grid's Feb 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

Total Addressable Electricity Rate

Facility	Horace Mann Elementary School					
Utility	National Grid					
Address	40 Damon Ave, Melrose MA 02176					
Account Number	64798-33000					
Rate Class	G-1 (B1)					
Meter Number	98742524					
Month	Feb-22					
kWhr	19,120					
Variable Cost ($)	$ 2,159					
Delivery ($/kWh)	$ 0.11293					
Supply ($/kWh)	$ 0.13000					
Avoided Rate	**$ 0.24293**					**0.24293**
TTD Rate	$ 0.11293					
[illegible] Inflation	2.00%					

Monthly Usage	POI Meter					Total
January	10,280					10,280
February	10,600					10,600
March	6,280					6,280
April	9,040					9,040
May	9,320					9,320
June	9,080					9,080
July	2,800					2,800
August	3,320					3,320
September	920					920
October	12,200					12,200
November	5,680					5,680
December	9,400					9,400
12 Month Total	**88,920**	-	-	-	-	**88,920**
Average	**7,410**	-	-	-	-	

Annual Electricity Consumption

Total Annual Spend (not including fixed charges) $ 21,601

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Horace Mann Elementary School

Rooftop Design

System Size 67.68 KW DC / 50 KW AC

Estimated Year 1 Production: 78,450.6 kWh



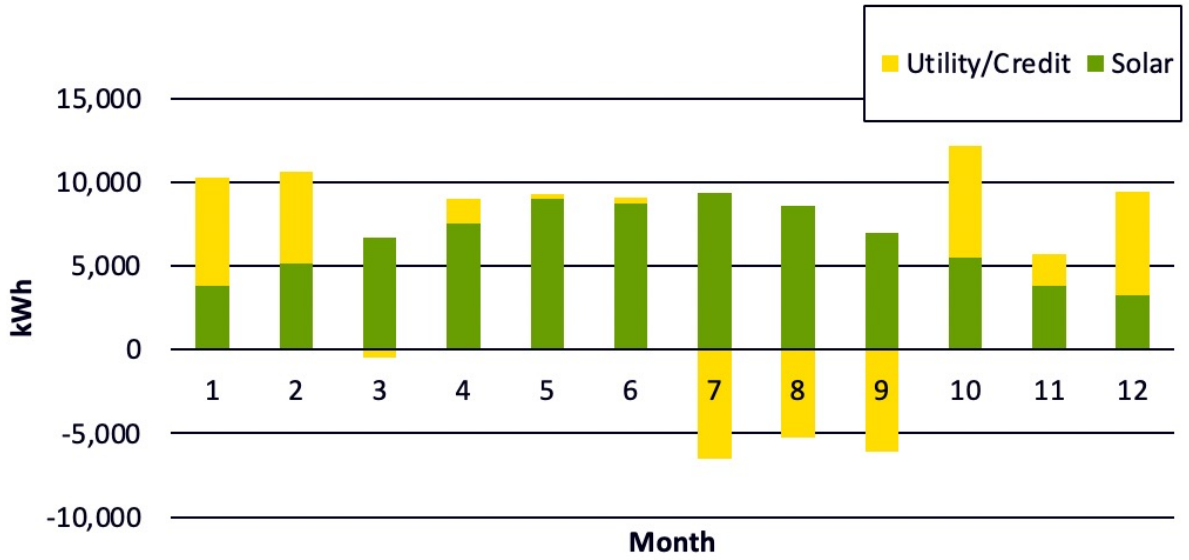
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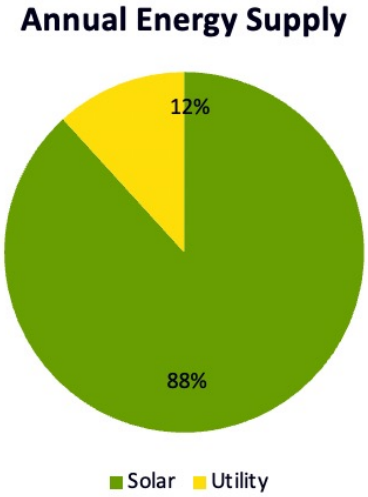
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Horace Mann Elementary School

Electricity Consumption vs Production

78,451 kWh in Year 1





Based on 12 mo. Usage of 88,920 kWh as per utility bills.

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Power Purchase Agreement

Solar Incentives & PPA Rates

Cost Saving for Melrose Public Schools

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Preliminary System Sizes & PPA Rates

Summary Slide

Solar System	System Size (KW DC / KW AC)	System Production Year 1 (kWh)	Avoided Electricity Rate ($/kWh)	MA SMART Block 10 PPA Rate ($/kWh)	MA SMART Block 11 PPA Rate ($/kWh)
Hoover Elementary School Rooftop System	92.1 KW DC / 67.3 KW AC	105,744	$0.24530	$0.159	$0.162
Horace Mann Elementary School Rooftop System	67.68 KW DC / 50 KW AC	78,450	$0.24293	$0.182	$0.186

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Block 10 awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Hoover Elementary School

System Size: 92.1 KW DC / 67.3 KW AC

PPA Summary Slide

HooverElementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate)		
SMART Block Award	10	11
MA Incentive Award	$0.05819	$0.05483
PPA Rate	$0.159 / kWh	$0.162 / kWh
Est. Year 1 Savings	$6,262	$5,945
Est. 20 Year Savings	$211,133	$205,110

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Hoover Elementary School

System Size: 92.1 KW DC / 67.3 KW AC

PPA Block 10 SMART Award Detailed Slide

Year	Solar Production (kWh)	Grid-Delivered Electricity Cost ($/kWh)	Electric Savings	Solar PPA Rate ($/kWh)	PPA Payment	Net Savings
1	105,744	$0.2453	$23,076	$0.1590	$16,813	**$6,262**
2	105,163	$0.2502	$23,408	$0.1590	$16,721	**$6,687**
3	104,584	$0.2552	$23,744	$0.1590	$16,629	**$7,115**
4	104,009	$0.2603	$24,086	$0.1590	$16,537	**$7,549**
5	103,437	$0.2655	$24,433	$0.1590	$16,447	**$7,986**
6	102,868	$0.2708	$24,784	$0.1590	$16,356	**$8,428**
7	102,302	$0.2763	$25,141	$0.1590	$16,266	**$8,875**
8	101,740	$0.2818	$25,503	$0.1590	$16,177	**$9,326**
9	101,180	$0.2874	$25,870	$0.1590	$16,088	**$9,782**
10	100,624	$0.2932	$26,242	$0.1590	$15,999	**$10,243**
11	100,070	$0.2990	$26,620	$0.1590	$15,911	**$10,708**
12	99,520	$0.3050	$27,003	$0.1590	$15,824	**$11,179**
13	98,973	$0.3111	$27,391	$0.1590	$15,737	**$11,655**
14	98,428	$0.3173	$27,785	$0.1590	$15,650	**$12,135**
15	97,887	$0.3237	$28,185	$0.1590	$15,564	**$12,621**
16	97,348	$0.3301	$28,591	$0.1590	$15,478	**$13,112**
17	96,813	$0.3367	$29,002	$0.1590	$15,393	**$13,609**
18	96,281	$0.3435	$29,420	$0.1590	$15,309	**$14,111**
19	95,751	$0.3504	$29,843	$0.1590	$15,224	**$14,618**
20	95,224	$0.3574	$30,272	$0.1590	$15,141	**$15,132**
					Total	**$211,133**

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Horace Mann Elementary School

System Size: 67.68 KW DC / 50 KW AC
PPA Summary Slide

Horace Mann Elementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate)		
SMART Block Award	10	11
MA Incentive Award	$0.05819	$0.05483
PPA Rate	$0.182 / kWh	$0.186 / kWh
Est. Year 1 Savings	$2,465	$2,151
Est. 20 Year Savings	$113,719	$107,760

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Horace Mann Elementary School

System Size: 67.68 KW DC / 50 KW AC

PPA Block 10 SMART Award Detailed Slide

Year	Solar Production (kWh)	Grid-Delivered Electricity Cost ($/kWh)	Electric Savings	Solar PPA Rate ($/kWh)	PPA Payment	Net Savings
1	78,451	$0.2429	$16,743	$0.1820	$14,278	$2,465
2	78,019	$0.2478	$16,984	$0.1820	$14,199	$2,784
3	77,590	$0.2527	$17,228	$0.1820	$14,121	$3,107
4	77,163	$0.2578	$17,476	$0.1820	$14,044	$3,432
5	76,739	$0.2630	$17,728	$0.1820	$13,966	$3,761
6	76,317	$0.2682	$17,983	$0.1820	$13,890	$4,093
7	75,897	$0.2736	$18,241	$0.1820	$13,813	$4,428
8	75,480	$0.2791	$18,504	$0.1820	$13,737	$4,767
9	75,064	$0.2846	$18,770	$0.1820	$13,662	$5,108
10	74,652	$0.2903	$19,040	$0.1820	$13,587	$5,454
11	74,241	$0.2961	$19,314	$0.1820	$13,512	$5,802
12	73,833	$0.3021	$19,592	$0.1820	$13,438	$6,155
13	73,427	$0.3081	$19,874	$0.1820	$13,364	$6,511
14	73,023	$0.3143	$20,160	$0.1820	$13,290	$6,870
15	72,621	$0.3205	$20,450	$0.1820	$13,217	$7,233
16	72,222	$0.3270	$20,745	$0.1820	$13,144	$7,600
17	71,825	$0.3335	$21,043	$0.1820	$13,072	$7,971
18	71,430	$0.3402	$21,346	$0.1820	$13,000	$8,346
19	71,037	$0.3470	$21,653	$0.1820	$12,929	$8,724
20	70,646	$0.3539	$21,965	$0.1820	$12,858	$9,107
					Total	$113,719

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POWER PURCHASE AGREEMENT

For

SED City of Melrose - Hoover Elementary School
37 Glendower Rd
Melrose, MA 02176

Dated as of

_____

between

City of Melrose
562 Main St
Melrose, MA 02176

And

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

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EXHIBITS

EXHIBIT A – ENERGY PURCHASE PRICES

EXHIBIT A-1 – PILOT AMOUNTS

EXHIBIT B – EARLY TERMINATION AMOUNTS

EXHIBIT C – DESCRIPTION OF SITE

EXHIBIT D – DESCRIPTION OF PREMISES

EXHIBIT E – DESCRIPTION OF PROJECT

EXHIBIT F – ESTIMATED ANNUAL PRODUCTION

EXHIBIT G – INSURANCE REQUIREMENTS

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**" or "**PPA**") is entered into as of _____, (the "**Effective Date**"), by and between City of Melrose, a municipality with an address of 562 Main St Melrose, MA 02176 ("**Host**"), and Solect Energy Development LLC, ("**Solect**" or "**Provider**") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated June 30th, 2020, as amended, governing the terms and conditions of Provider's participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the "**Lease**") pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS or as defined in the body of this Agreement.

2. TERM.

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "**Term**" shall mean all of the Initial Period and the Operations Period, unless the

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Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20^{th}) anniversary of the SMART Incentive Payment Effective Date.

(d) Extensions. Provider shall have one option to extend the Operations Period for five (5) years (an "**Extension Term**") upon mutual agreement between Provider and Host. Provider shall delivering a written request to extend to Host at least six months prior to the end of the Operations Period, or Extension Term, as the case may be. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host's payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole and exclusive remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed $15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed one hundred eighty (180) days, unless otherwise mutually agreed by the Parties in writing.

3. ACCESS RIGHTS.

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(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the effective date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;

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(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;

(vi) the Project does not qualify under the Applicable Solar Program;

(vii) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(viii) the Project is not exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) and a Payment In Lieu of Taxes Agreement with the municipality where the Project is located is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host. Upon prior notice to Host, Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the

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Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to,

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keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site. In the event of an emergency or unplanned outage, Provider shall have unimpeded access to the Project, subject to any site-specific security requirements of Host.

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from

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Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment is found to be inaccurate, it shall be corrected and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise

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determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (i) failure, damage or downtime attributable to third parties or Host, (ii) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (iii) a Force Majeure Event, (iv) variability due to weather, (v) acts or omissions of Host of any of its obligations hereunder, (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); or (vi) any reduction in output attributable to interference with solar access of the Project by adjoining landowners; in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production for such period.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the

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applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if transmitted prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal)addressed as follows:

To Host: City of Melrose
562 Main St
Melrose,MA 02176
Attention: Jim Troup
Email: jtroup@cityofmelrose.org

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which

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includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"), however, if system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs, and if the Parties are unable to agree on such adjustments, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or

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Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project and the Environmental Attributes produced or associated with the Project or the energy produced by the Project, and (ii) all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh (7^{th}), tenth (10^{th}), and fifteenth (15^{th}) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price

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which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

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(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project in accordance with Section 9 of the Lease or Easement.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

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(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all reasonable costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder

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notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall provide Provider with any certificates or other documents required or appropriate to evidence Host's exemption from any applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. To the extent Provider pays such amounts, Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. If project will produce not more than 125% of the annual load of the Property Provider will apply to the City of Melrose for exemption of the Project from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45, and will employ commercially reasonable efforts to secure such exemption. If the project will produce more than 125% of the annual load of the Property or if the exemption is not granted, Provider will seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the City of Melrose to establish fixed payments in lieu of personal property tax. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements as set forth in Exhibit A, Provider will prepare and the Parties shall execute an amendment to this Agreement , in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the date the PILOT payments begin.

If Provider is assessed any real property taxes related to the existence of the Project on the Premises or if Provider is unable to obtain exemption of the Project from personal property tax and is not able to enter into a PILOT Agreement with the City of Melrose, then Host acknowledges and agrees that Provider shall have the right once per year to invoice Host for the exact amount of the such property taxes. Such invoice shall include documentation demonstrating the tax liability from the taxing authority for the current tax year and proof of payment from Provider to the taxing authority. Such invoice shall be submitted to the Host separately from any monthly invoice for solar energy generation.

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If Provider seeks to obtain exemption of the Project from personal property tax, and/or seeks to enter into a PILOT Agreement with the City of Melrose, and is ultimately unsuccessful, within thirty (30) days of such determination being made Provider will inform Host of such determination and, (1) if Host or the owner of the Site is a municipality, Host will provide Provider, or (2) if Host or the owner of the Site is not a municipality, Provider will provide Host with a good faith estimate of the annual amount of the expected personal property taxes.

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(d) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self-insurance program and provides required insurance pursuant to such self-insurance program.

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(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the

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requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. If Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 ("MA Public Records Law") the provisions of the MA Public Records Law will govern Host's obligations under Section 14(b) and this Section 14(c), including Provider's right to raise applicability of the exemptions included in the MA Public Records Law. Notwithstanding any term herein to the contrary, the failure to notify the disclosing Party pursuant to this Section 14(c) shall not be deemed an Event of Default.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold harmless Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii)) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent

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caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("**Provider's Indemnified Parties**"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax

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deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider's efforts to procure such information as Provider may reasonably require regarding the condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information

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presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays actually incurred by Provider in order to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to [has a valid and enforceable leasehold interest in] the Premises and to Host's knowledge there are no mortgagees, lienholders or other third party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this

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Agreement will terminate without penalty to either Party. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate without penalty to either Party. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or

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maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

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(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) Business Days after receipt of notice thereof from Provider.

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(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement shall terminate immediately. Alternatively, Provider may elect to sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Lease, Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate the Lease. Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "**Assignment**") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party

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and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

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(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTYING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, Provider's total combined liability to Host under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by Host for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall

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be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

City of Melrose
562 Main St
Melrose, MA 02176
Attention: City Solicitor Shannon Phillips
Email: sphillips@cityofmelrose.org

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.

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(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI)

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maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): _____

Title: _____

Date: _____

City of Melrose

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Melrose_____

Date: _____

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GLOSSARY OF TERMS

"Access Rights" means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

"Applicable Solar Program" means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

"Avoided Energy Price" means the rate, expressed in $/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

"Business Day" means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

"Capacity Value" means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE's Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

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"Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

"Commercial Operation Date" means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

"Construction Start Date" means sixty (60) days after receipt of (i) executed interconnection agreement for the Project and (ii) all permits, which shall be extended day-by-day for Force Majeure Events.

"Delay Liquidated Damages" means the daily payment of (i) $0.250/day/kW, not to exceed $15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

"Dispute" means a controversy or claim arising out of or relating to this Agreement.

"Early Termination Amount" (a) for terminations occurring after the first to occur of transfer of the Project to a Financing Party or the Commercial Operation Date, means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes, provided however, (b) in the event Host becomes liable for payment of the Early Termination Amount prior to the first to occur of the events listed in (a), Host shall instead pay to Provider a termination payment equal to the sum of the following, not to exceed the Early Termination Amount for Year 1 set forth in Exhibit B: (1) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to third parties for permits, interconnection application fees and studies,

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SMART incentives and other Governmental Authority and Utility approvals; and (2) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to subcontractors and suppliers as of the termination date for design, engineering and procurement of equipment and other materials included in the Project, including any battery energy storage system and including the expenses and cancellation charges reasonably incurred and paid by Provider in termination of contracts and purchase orders pertaining to the System and the Installation Work; and (3) charges for Provider's internal engineering manpower and materials reasonably expended developing the Project up to the termination date based on Provider's labor rate sheet attached hereto as Exhibit H, which may be reasonably adjusted for inflation (in writing) on an annual basis, and, in the case of the costs described in sub-clauses (1) and (2) only, plus an amount equal to eighteen percent (18%) of such costs.

"Effective Date" shall have the meaning assigned to such term in the recitals.

"Electric Service Provider" means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"Estimated Annual Production" means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

"Force Majeure Event" means any act or event that prevents the affected Party from performing it obligations in accordance with this Agreement, if such act or event is beyond the

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reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Guaranteed Commercial Operation Date" means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"Host" means the entity identified as Host in the recitals, and all successors and assigns.

"Indemnified Person" means the person who asserts a right to indemnification under Section 15.

"Indemnifying Party" means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

"Initial Period" has the meaning provided in Section 2.

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"Installation Work" means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

"Installer" means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

"Land Registry" means the office where real estate records for the Site are customarily filed.

"Lease" has the meaning provided in the Recitals hereof.

"Lender" means persons providing construction or permanent financing to Provider in connection with installation of the Project.

"Liens" has the meaning provided in Section 8(c).

"Local Electric Utility" means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

"Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Net Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

"Net Metering Credit" shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

"Operations Period" has the meaning provided in Section 2.

"Operations Year" means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

"Party" means either Host or Provider, as the context shall indicate, and "Parties" means both Host and Provider, collectively.

"Point of Delivery" has the meaning set forth in Section 5(a) and Exhibit E.

"Premises" means the portions of the Site described on Exhibit D.

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"Production Excess" has the meaning set forth in Section 7(b)(i).

"Project" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"Project Lessor" means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

"Provider" means Solect Energy Development LLC.

"Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

"SMART Incentive Payment Effective Date" means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

"Site" means the real property described on Exhibit C attached hereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning provided in Section 2 hereof.

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EXHIBIT A

ENERGY PURCHASE PRICES

The PPA $/kWh rates set forth in this Exhibit A are dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

Block 10

SMART Incentive Amount	$0.05819
PPA Rate ($/kWh)	$0.1590

Assumptions around Pricing Elements:

- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and exclude costs (if any) for utility engineering studies or system upgrades.
- PPA Rate assumes Project is exempt from personal property tax.
- Prices shown do not include costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation, or Orders of Conditions, as required by local AHJ (i.e. Planning Board, Conservation Commissions).
- Federal investment tax credit amount will reflect the calendar year in which installation begins.
- Steel pricing for ground mounted or canopy structures. A change in price shall be considered material when the price of the applicable steel product or products changes by 5% percent or more between the Effective Date and the Construction Commencement Date based on the benchmark prices published by CME group U.S. Midwest Hot-Rolled Coil Index (CRU), https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html or such other steel index as is agreed with PowerOptions.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA Rate will be provided to Host no later than 20 days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: $0.180 unless the parties have reached agreement on

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a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host. Upon a termination hereunder, Host shall reimburse Provider for Provider's direct costs incurred in performing under this Agreement between the Effective Date and the date of such termination.

AVOIDED ENERGY PRICE

The following table sets forth the "Avoided Energy Price" for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 2% annual escalation rate.

Guarantee Year	**Avoided Energy Price per kWh**
1	$0.20570
2	$0.20981
3	$0.21401
4	$0.21829
5	$0.22266
6	$0.22711
7	$0.23165
8	$0.23628
9	$0.24101
10	$0.24583
11	$0.25075
12	$0.25576
13	$0.26088
14	$0.26609
15	$0.27142
16	$0.27685
17	$0.28238
18	$0.28803
19	$0.29379
20	$0.29967

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EXHIBIT A-1

PILOT AMOUNTS

For purposes of this PPA, the PILOT Amount assumed for each year of the Term is equal to zero dollars ($0.00).

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EXHIBIT B

Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.

Subject to final PPA Prices in Exhibit A
EARLY TERMINATION AMOUNTS

Year	Early Termination Amount	Early Purchase
1	$328,808	**N/A**
2	$303,048	**N/A**
3	$276,978	**N/A**
4	$267,263	**N/A**
5	$240,520	**N/A**
6	$213,412	**N/A**
7	$185,920	$146,717
8	$174,706	**N/A**
9	$163,064	**N/A**
10	$150,971	$108,133
11	$141,134	**N/A**
12	$133,837	**N/A**
13	$126,295	**N/A**
14	$118,495	**N/A**
15	$110,424	$60,763
16	$100,667	**N/A**
17	$90,525	**N/A**
18	$79,976	**N/A**
19	$69,000	**N/A**
20	$57,571	**N/A**

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EXHIBIT C

DESCRIPTION OF SITE

Property Description: The real property located at 37 GLENDOWER RD, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 6370, Page 98.

Also related to tax taking deed Book 5969 Page 202
Property description deed Book 1859 Page 435



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S. Cuthbertson, Assistant Treasurer and duly authorized agent of the Chelsea Savings Bank, the mortgagee named in a certain mortgage given by John A. MacQuarrie to Chelsea Savings Bank dated June 15,1925, and recorded in Middlesex South District Registry of Deeds, Book 4857 Page 200 make on behalf of said bank an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared of foreclosing said mortgage for breach of conditions thereof. Oscar W. Erickson Simon Korelitz THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. January 29, 1940. Then personally appeared the above named Oscar W.Erickson and Simon Korelitz and made oath that the above certificate by them subscribed is true, before me- Sidney M. Kensinger Notary Public My Commission Expires June 7 1946 -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

MASSACHUSETTS HOSPITAL LIFE INSURANCE CO.

DISC. MORT.

No. 7566 KNOW ALL MEN BY THESE PRESENTS, That the Massachusetts Hospital Life Insurance Company, the Mortgagee named in a certain mortgage given by Lawrence G. Tighe, of Cambridge, Massachusetts, dated April 28, 1927, and recorded with Middlesex (So. Dist) Deeds, Lib. 5090 Fol. 498 hereby acknowledges that it has received full payment and satisfaction of the same; and in consideration thereof it hereby fully cancels and DISCHARGES said Mortgage, and releases and quitclaims unto whomsoever may be lawfully entitled thereto the premises thereby conveyed. IN TESTIMONY WHEREOF, the said Massachusetts Hospital Life Insurance Company has caused these presents to be signed by its President, Edward H. Osgood, hereto duly authorized, and its corporate seal to be hereto affixed, this nineteenth day of February A.D. 1940. Massachusetts Hospital Life Insurance Company, by Edward H. Osgood President (Corporate seal) COMMONWEALTH OF MASSACHUSETTS. Suffolk ss. Boston Mass., February 19, 1940.Then personally appeared the above-named Edward H. Osgood President, and acknowledged the foregoing instrument to be the free act and deed of said Massachusetts Hospital Life Insurance Company, before me, Paul T. Litchfield Notary Public My Commission expires April 8, 1943 - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

CITY OF MELROSE

NOTICE DISPOSAL PETN. LD. COURT

COMMONWEALTH OF MASSACHUSETTS LAND COURT

Case No. 11521
(Court seal)

NOTICE OF DISPOSAL IN TAX LIEN CASE.

This is to certify that the petition of City of Melrose vs. John McDonald Est. to foreclose tax lien under certain deed for non-payment of taxes,

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given by the Collector of Taxes for the City of Melrose, in the County of Middlesex, and said Commonwealth, dated September 23, 1935, and duly recorded in Book 5969, Page 202, was filed in this Court on October 19, 1937. Thereafter due proceedings under said petition were instituted according to law, and finally on February 16, 1940, a decree forever foreclosing and barring all rights of redemption under said deed was entered, and this notice of final disposition of said petition is directed to be recorded in the Registry of Deeds for the South District of Middlesex County, pursuant to Section 74 of Chapter 60 of the General Laws. By the Court, Attest: Charles A. Southworth Recorder. Dated:- February 16,1940.

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

Union Federal Savings and Loan Association of Boston holder of a mortgage from Orlyn O. McLeish and Phyllis E. McLeish to Union Federal Savings and Loan Association of Boston dated December 28, 1936 recorded with Middlesex South District Registry of Deeds Book 6088, Page 427 acknowledges satisfaction of the same IN WITNESS WHEREOF the said Union Federal Savings and Loan Association of Boston, has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Rebecca Stutman its Asst. Treasurer this 20th day of February A.D. 1940. Union Federal Savings and Loan Association of Boston by Rebecca Stutman (Rebecca Stutman) Assistant Treasurer. (Corporate seal) Countersigned George G. Phair (George G. Phair) President. THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. February 20, 1940. Then personally appeared the above named Rebecca Stutman and acknowledged the foregoing instrument to be the free act and deed of Union Federal Savings and Loan Association of Boston. before me, VanCourtlandt Lawrence Notary Public My commission expires, 19, -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

UNION FEDERAL SAVS. AND LOAN ASSN. OF BOSTON

DISC. MORT.

Release Febuary 23-1940 The Holland Furnace Co, in considera-tion of payment in full for the personal property described in Notice of Conditional Sales of Personal Property for Alfred H. Counsellor, 15 Silver St Malden-Mass, Recorded in Middelsex, Deeds, book #5306-page 384- hereby relese all rights under same Holland Furnace Co. 190 Ferry St., Malden Mass. Tel. Mal. 1151 G. L. Smith Branch Manager. - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

HOLLAND FURNACE CO.

REL. UNDER NOTICE OF CONDL. SALE OF PERS. PROP.

DISCHARGE. KNOW ALL MEN BY THESE PRESENTS, That the West New-

WEST NEWTON SAVS. BANK

DISC. MORT.

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charges then due was made by me on the said Lawrence J. Lloyd on the ninegth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S.Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 241-38 Lawrence J. Lloyd About 7262 square feet of land, lot 34, on Grove Street and bounded: North by Grove Street, East by land now or formerly of Davis heirs, West by Gumner Avenue, South by land of owners unknown. Tax.....$16.80

The said Lawrence J. Lloyd is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S. Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

See Book 6193 Page 510

See Book 202 Page 543

McDONALD'S EST. to CITY OF MELROSE TAX TAKING

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon John McDonald Est., as owner or occupant of the land hereinafter described, was duly committed to me as collector of taxes for said city of Melrose; and whereas, the said taxes, with apportioned and unapportioned betterment assessments and special assessments, with interest thereon, constituting a lien on said land which had been added thereto, amounting

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to eighteen dollars and sixty cents, have not been paid; and whereas, a demand for the payment of said taxes and interest, if any, and necessary intervening charges then due was made by me on the said John McDonald Est. on the tenth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S. Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 257-11 John McDonald Est. About 10 acres of land on Swains Pond Avenue being the same premises described in a deed from Sargeant to McDonald dated July 11, 1888 and recorded with Middlesex County Registry of Deeds, Book 1859, Page 435. -

Tax	$33.60
Credit	15.00
Amt. due	$18.60

The said John McDonald Est. is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S.Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

See Book 6159 Page 429

" " 6370 " 98

NOURSE'S EST.

to

CITY OF MELROSE

TAX TAKING

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon Merrill W. Nourse Est., as owner or occupant of the land hereinafter de-

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the above named Abram E Brown and acknowledged the foregoing instrument to be his free act and deed before me Charles A. Corey, Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas H Stevens Regr

435
1859

Sargeant to McDonald W.

Know all Men by these Presents— That I Sarah W. Sargeant of Cambridge in the County of Middlesex and Commonwealth of Massachusetts unmarried in consideration of four hundred dollars paid by John McDonald of Cambridgeport in said County of Middlesex the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said John Mc Donald a certain lot of land situated in the south easterly part of Melrose in said County of Middlesex and westerly from Swains Pond Avenue bounded and described as shown on a plan of land owned by the heirs of Samuel S. Sargeant dated December 1844 John Sargeant surveyor as follows, viz: Beginning at the northeast corner of the lot thence running South 50 East by land formerly of Capt. George Winslow thirty eight and 9/10 rods thence running South 87° west by land formerly of David Faulkner and the heirs of Nathan Nichols forty five and 1/10 rods thence north by land formerly of John Pratt forty one and 4/10 rods thence east by land formerly of John Boynde forty two rods containing according to said plan ten and three fourths acres and thirty two poles with all the rights and privileges belonging thereto. Subject to any right of way over said lot if any there be. For my title see wills of my father Samuel S. Sargeant who died in 1840 of my sister Esther Carter Sargeant who died July 13. 1857 and of my sister Nancy Sargeant who died April 6. 1863 all probated in Mid. Co. my sister Abigail Richardson Sargent died Feb. 6. 1857 and my mother Esther Sargeant died May 10. 1864 there was no administration of the estates of the last two named. Also see deed from my sister Mary S. Sargent to me recorded with Mid. So Dist Deeds Book 1641 page 458. S being the grantee therein through the initial letter of my middle name is recorded as Mr Thomas Sargeant. Nehemiah Oakes Sargeant and Elizabeth Sprague mentioned in my fathers will were his children by his first wife Also see other deeds to me. To Have and To Hold the granted premises with all the privi

Sq. Plan Recorded at the end of this Book.

38.2 RODS
45.1 RODS
41.6 Rods
42 Rods
.10 AC

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legee and appurtenances thereto belonging to the said John Mc Donald and his heirs and assigns to their own use and behoof forever. And I hereby for myself and my heirs executors and administrators covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises that they are free from all incumbrances except my right of way as aforesaid that I have good right to sell and convey the same as aforesaid and that I will and my heirs executors and administrators shall Warrant and Defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In Witness Whereof I the said Sarah W. Sargeant hereunto set my hand and seal this eleventh day of July in the year one thousand eight hundred and eighty eight. Sarah Watt Sargeant (seal). Signed sealed and delivered in presence of Henry H. Kinsley. Commonwealth of Massachusetts. Middlesex ss. Cambridge July 11. 1888. Then personally appeared the above named Sarah W. Sargeant and acknowledged the foregoing instrument to be her free act and deed before me. Henry H. Kinsley. Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Attest: Chas B. Stevens Reg

Morrill to Cole Discr. W.

Know all Men by these Presents

That I. Luther W. Morrill the mortgagee named in a certain mortgage given by Barna L Cole to me the said Morrill dated November 16. A.D. 1888 and recorded in Middlesex So Dist Registry of Deeds. libro 1826 folio 342 do hereby acknowledge that I have received from Barna L Cole the mortgagor named in said mortgage full payment and satisfaction of the same and in consideration thereof I do hereby cancel and discharge said mortgage. and release and quitclaim unto the said Barna L Cole and his heirs and assigns forever the premises thereby conveyed. In Witness Whereof I hereunto set my hand and seal this tenth day of July A.D 1888. Luther W. Morrill (seal). Signed and sealed in the presence of. Commonwealth of Massachusetts. Suffolk ss. July 10. 1888. Then personally appeared the above named Luther W. Morrill and acknowledged the foregoing instrument to be his free act and deed before me Henry W. Bragg Justice of the Peace. Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B Stevens Reg

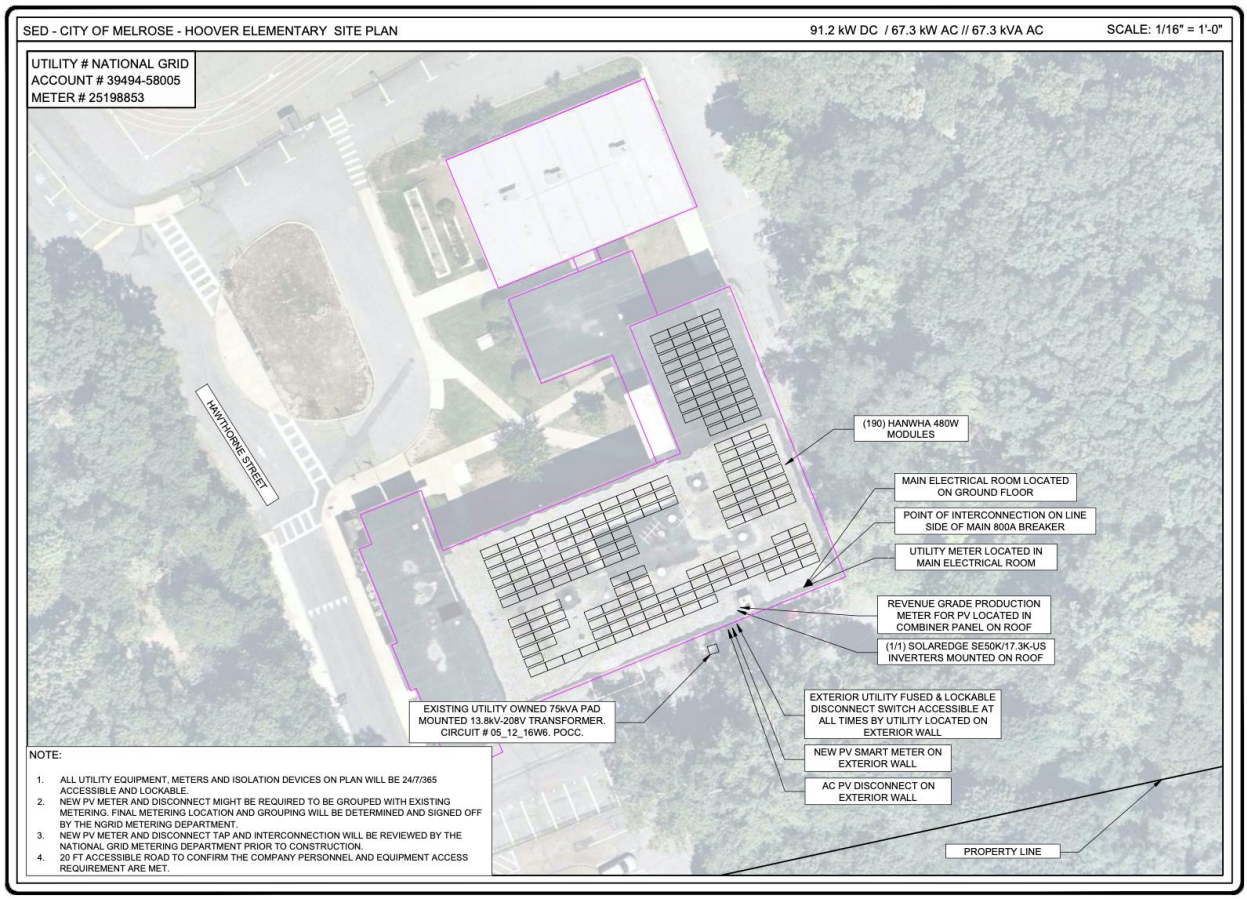
9.1.c
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Packet Pg. 1793

EXHIBIT D

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.



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EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

The Project will be comprised of a series of solar photovoltaic equipment and parts integrated to the main electric service at the building, behind the utility meter, and interconnected to the Local Electric Utility's electricity distribution system. Main equipment components of the Project include:

- Roughly 190 x 480W Tier 1 Solar modules or equivalent
- Roughly 2 x solar inverters or equivalent
- Ballasted roof racking systems or equivalent
- Rapid shutdown system
- Solar kWh meter and monitoring system, connected to Host-provided internet service
- Combiners, Disconnects, Conduit, Switches, Pipe and Wire, and Balance of System materials.

Equipment list may change during the course of the Project

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EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows:

Year	Estimated Production (kWh)	Year	Estimated Production (kWh)
1	105,744	11	100,070
2	105,163	12	99,520
3	104,584	13	98,973
4	104,009	14	98,428
5	103,437	15	97,887
6	102,868	16	97,348
7	102,302	17	96,813
8	101,740	18	96,281
9	101,180	19	95,751
10	100,624	20	95,224

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

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EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars ($1,000,000) for each occurrence, and two million dollars ($2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than $1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

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Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: $1,000,000 for each occurrence and $2,000,000 aggregate.

- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.

- Auto coverage not less than one million dollars ($1,000,000) each accident for bodily injury and property damage, and x million dollars ($1,000,000) in the aggregate.

- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars ($1,000,000) and two million dollars ($2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

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LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of _____, 20__, (the "**Effective Date**") by and between City of Melrose ("**Host**"), and Solect Energy Development LLC ("**Provider**") a limited liability company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider's participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the properties located and described in Exhibit A (the "**Site**" or the "**Property**") and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the "**Premises**") available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the "**Project"**); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the "**PPA**") describing the power sales arrangement between the Parties.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.

2. TERM.

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(c) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have access rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

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3. LEASE RIGHTS.

(a) Lease Access Specifications; Easement Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the "**Permitted Uses**"), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following Access Rights with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive easement for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right and easement to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(iii) Solar Easement. An easement to receive direct sunlight and solar energy, pursuant to which Host shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Provider's reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the Project at all hours of the day. The solar easement granted herein includes rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Easement. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and

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quietly have, hold, occupy and enjoy the Premises, use of the Easements and Access Rights, and any other rights granted by this Lease twenty-four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Access Rights.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the land records regarding its Access Rights under this Lease.

4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable

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Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, except as follows: Complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.

(a) Provider and its contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.

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(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

(i) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing

(ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: Host shall perform complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions and, if the parties cannot agree to a good faith rate adjustment after thirty (30) days, Provider shall have the right to terminate this Lease and the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings, and specifications relating to such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed.

(h) For rooftop projects only, Host shall, at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, including all building structural portions, and portions of the Property subject to Access Rights. Host shall perform all maintenance, repairs and replacements required under this subsection (h) (collectively, the "**Maintenance**") promptly after

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Host learns of the need for such Maintenance, but in any event within thirty (30) days after Provider gives written notice to Host of the need for such Maintenance, and shall coordinate any Maintenance with Provider if such Maintenance requires access to the Premises; provided, however, that in cases of emergency, Host shall perform Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Host shall reimburse Provider for any damage to the Project caused by Host's Maintenance activities.

(i) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property.

(j) Provider shall, at Provider's expense, comply with all laws and regulations applicable to Provider's installation and operation of the Project at the Property, and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the term of this Lease, with all such permits and approvals.

(k) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided, however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(l) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer licensed and qualified where the Project is located to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(m) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.

(n) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have

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found the same satisfactory. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

6. RENT. In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

7. INTENTIONALLY OMITTED.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider, and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property

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of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a "**Mortgage**," and the holder thereof from time to time the "**Holder**") encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a "Successor"), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider's Access Rights and the priority of Provider's (and/or Financing Party's rights) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host's expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

9. REMOVAL AT END OF TERM.

Subject to Host's exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than one hundred eighty (180) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

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10. RELOCATION; CLOSURE OR SALE OF SITE.

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

11. TAXES.

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

12. INSURANCE.

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.

(a) Cooperation. Section 13(a) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify, or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project.

(d) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the

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expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) five years or (ii) the remaining term of this Lease without regard to Host's option to purchase the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants, and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security, and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

15. INDEMNIFICATION.

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

16. REPRESENTATIONS AND WARRANTIES.

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

17. FORCE MAJEURE; CASUALTY.

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

18. INTENTIONALLY OMITTED.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

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20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

22. LIMITATIONS ON DAMAGES.

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

23. DISPUTE RESOLUTION.

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

24. NOTICES.

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

25. MISCELLANEOUS.

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): _____

Title: _____

HOST, City of Melrose

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Melrose_____

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EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

Property Description: The real property located at 37 GLENDOWER RD, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 6370, Page 98.

Also related to tax taking deed Book 5969 Page 202
Property description deed Book 1859 Page 435



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S. Cuthbertson, Assistant Treasurer and duly authorized agent of the Chelsea Savings Bank, the mortgagee named in a certain mortgage given by John A. MacQuarrie to Chelsea Savings Bank dated June 15,1925, and recorded in Middlesex South District Registry of Deeds, Book 4857 Page 200 make on behalf of said bank an open, peaceable and unopposed entry on the premises described in said mortgage, for the purpose, by him declared of foreclosing said mortgage for breach of conditions thereof. Oscar W. Erickson Simon Korelitz THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. January 29, 1940. Then personally appeared the above named Oscar W.Erickson and Simon Korelitz and made oath that the above certificate by them subscribed is true, before me- Sidney M. Kensinger Notary Public My Commission Expires June 7 1946 -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

MASSACHUSETTS HOSPITAL LIFE INSURANCE CO.

DISC. MORT.

No. 7566 KNOW ALL MEN BY THESE PRESENTS, That the Massachusetts Hospital Life Insurance Company, the Mortgagee named in a certain mortgage given by Lawrence G. Tighe, of Cambridge, Massachusetts, dated April 28, 1927, and recorded with Middlesex (So. Dist) Deeds, Lib. 5090 Fol. 498 hereby acknowledges that it has received full payment and satisfaction of the same; and in consideration thereof it hereby fully cancels and DISCHARGES said Mortgage, and releases and quitclaims unto whomsoever may be lawfully entitled thereto the premises thereby conveyed. IN TESTIMONY WHEREOF, the said Massachusetts Hospital Life Insurance Company has caused these presents to be signed by its President, Edward H. Osgood, hereto duly authorized, and its corporate seal to be hereto affixed, this nineteenth day of February A.D. 1940. Massachusetts Hospital Life Insurance Company, by Edward H. Osgood President (Corporate seal) COMMONWEALTH OF MASSACHUSETTS. Suffolk ss. Boston Mass., February 19, 1940.Then personally appeared the above-named Edward H. Osgood President, and acknowledged the foregoing instrument to be the free act and deed of said Massachusetts Hospital Life Insurance Company, before me, Paul T. Litchfield Notary Public My Commission expires April 8, 1943 - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

CITY OF MELROSE

NOTICE DISPOSAL PETN. LD. COURT

COMMONWEALTH OF MASSACHUSETTS LAND COURT

Case No. 11521
(Court seal)

NOTICE OF DISPOSAL IN TAX LIEN CASE.

This is to certify that the petition of City of Melrose vs. John McDonald Est. to foreclose tax lien under certain deed for non-payment of taxes,

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given by the Collector of Taxes for the City of Melrose, in the County of Middlesex, and said Commonwealth, dated September 23, 1935, and duly recorded in Book 5969, Page 202, was filed in this Court on October 19, 1937. Thereafter due proceedings under said petition were instituted according to law, and finally on February 16, 1940, a decree forever foreclosing and barring all rights of redemption under said deed was entered, and this notice of final disposition of said petition is directed to be recorded in the Registry of Deeds for the South District of Middlesex County, pursuant to Section 74 of Chapter 60 of the General Laws. By the Court, Attest: Charles A. Southworth Recorder. Dated:- February 16,1940.

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

Union Federal Savings and Loan Association of Boston holder of a mortgage from Orlyn O. McLeish and Phyllis E. McLeish to Union Federal Savings and Loan Association of Boston dated December 28, 1936 recorded with Middlesex South District Registry of Deeds Book 6088, Page 427 acknowledges satisfaction of the same IN WITNESS WHEREOF the said Union Federal Savings and Loan Association of Boston, has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Rebecca Stutman its Asst. Treasurer this 20th day of February A.D. 1940. Union Federal Savings and Loan Association of Boston by Rebecca Stutman (Rebecca Stutman) Assistant Treasurer. (Corporate seal) Countersigned George G. Phair (George G. Phair) President. THE COMMONWEALTH OF MASSACHUSETTS Suffolk ss. February 20, 1940. Then personally appeared the above named Rebecca Stutman and acknowledged the foregoing instrument to be the free act and deed of Union Federal Savings and Loan Association of Boston. before me, VanCourtlandt Lawrence Notary Public My commission expires, 19, -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

UNION FEDERAL SAVS. AND LOAN ASSN. OF BOSTON

DISC. MORT.

Release Febuary 23-1940 The Holland Furnace Co, in consideration of payment in full for the personal property described in Notice of Conditional Sales of Personal Property for Alfred H. Counsellor, 15 Silver St Malden-Mass, Recorded in Middelsex, Deeds, book #5306-page 384- hereby relese all rights under same Holland Furnace Co. 190 Ferry St., Malden Mass. Tel. Mal. 1151 G. L. Smith Branch Manager. - - - - - - - - - -

Middlesex ss. Feb. 24, 1940. 8h. 30m. A.M. Rec'd & Recorded.

HOLLAND FURNACE CO.

REL. UNDER NOTICE OF CONDL. SALE OF PERS. PROP.

DISCHARGE. KNOW ALL MEN BY THESE PRESENTS, That the West New-

WEST NEWTON SAVS. BANK

DISC. MORT.

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See Book 6193 Page 510

See Book 6202 Page 543

charges then due was made by me on the said Lawrence J. Lloyd on the ninegth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S.Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 241-38 Lawrence J. Lloyd About 7262 square feet of land, lot 34, on Grove Street and bounded: North by Grove Street, East by land now or formerly of Davis heirs, West by Gumner Avenue, South by land of owners unknown. Tax.....$16.80

The said Lawrence J. Lloyd is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S. Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

McDONALD'S EST.

to

CITY OF MELROSE

TAX TAKING

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon John McDonald Est., as owner or occupant of the land hereinafter described, was duly committed to me as collector of taxes for said city of Melrose; and whereas, the said taxes, with apportioned and unapportioned betterment assessments and special assessments, with interest thereon, constituting a lien on said land which had been added thereto, amounting

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to eighteen dollars and sixty cents, have not been paid; and whereas, a demand for the payment of said taxes and interest, if any, and necessary intervening charges then due was made by me on the said John McDonald Est. on the tenth day of April 1934, in conformity to law; and whereas, notice of my intention to take said land by virtue of the authority vested in me as collector of taxes for said city of Melrose has been duly given, as by law required; and whereas, the said taxes, at the date of this instrument, remain unpaid; now, therefore, KNOW ALL MEN BY THESE PRESENTS, that I, S. Homer Buttrick as collector of taxes as aforesaid, by virtue of the power and authority in me vested as aforesaid, have taken, and by these presents do take, for the said city of Melrose, subject to redemption according to law, and to all easements and restrictions lawfully existing in, upon, or over said land, or appurtenant thereto, when so taken, the following described lot or parcel of land, with the buildings thereon, the same being the land assessed as aforesaid, to wit: (Description Of Land) 257-11 John McDonald Est. About 10 acres of land on Swains Pond Avenue being the same premises described in a deed from Sargeant to McDonald dated July 11, 1888 and recorded with Middlesex County Registry of Deeds, Book 1859, Page 435. -

Tax	$33.60
Credit	15.00
Amt. due	$18.60

The said John McDonald Est. is the only person known to me as owner of the above described estate. If not true, state the names of all owners known to the collector. IN WITNESS WHEREOF, I, the said S.Homer Buttrick, collector as aforesaid, have hereunto set my hand and seal, this twenty-third day of September in the year one thousand nine hundred and thirty-five. S. Homer Buttrick Collector of Taxes for the City of Melrose (Corporate seal) Middlesex ss. September 23, 1935. Then personally appeared the above named S. Homer Buttrick, Collector of Taxes for the City of Melrose, and acknowledged the foregoing instrument to be his free act and deed, before me, Andrew W. H. Restall, Notary Public. My commission expires Aug. 14, 1942. -

Middlesex ss. Sept. 27, 1935. 8h. 30m. A.M. Rec'd & Recorded.

See Book 6159 Page 429

" " 6370 " 98

NOURSE'S EST.

to

CITY OF MELROSE

TAX TAKING

THE COMMONWEALTH OF MASSACHUSETTS

CITY OF MELROSE OFFICE OF THE COLLECTOR OF TAXES

September 23, 1935. WHEREAS, the tax assessed by the board of assessors of the city of Melrose as of the first day of April, in the year 1933, upon Merrill W. Nourse Est., as owner or occupant of the land hereinafter de-

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the above named Abram E Brown and acknowledged the foregoing instrument to be his free act and deed before me Charles A. Corey, Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas H Stevens Regr

435
1859

Sargeant to McDonald W.

Know all Men by these Presents— That I Sarah W. Sargeant of Cambridge in the County of Middlesex and Commonwealth of Massachusetts unmarried in consideration of four hundred dollars paid by John McDonald of Cambridgeport in said County of Middlesex the receipt whereof is hereby acknowledged, do hereby give, grant, bargain sell and convey unto the said John Mc Donald a certain lot of land situated in the south easterly part of Melrose in said County of Middlesex and westerly from Swains Pond Avenue bounded and described as shown on a plan of land owned by the heirs of Samuel S. Sargeant dated December 1844 John Sargeant surveyor as follows, viz: Beginning at the northeast corner of the lot thence running South 50 East by land formerly of Capt. George Winelow thirty eight and 9/10 rods thence running South 87° west by land formerly of David Faulkner and the heirs of Nathan Nichols forty five and 1/10 rods thence north by land formerly of John Pratt forty one and 4/10 rods thence east by land formerly of John Boynde forty two rods containing according to said plan ten and three fourths acres and thirty two poles with all the rights and privileges belonging thereto. Subject to any right of way over said lot if any there be. For my title see wills of my father Samuel S. Sargeant who died in 1840 of my sister Esther Carter Sargeant who died July 13. 1857 and of my sister Nancy Sargeant who died April 6. 1863 all probated in Mid. Co. my sister Abigail Richardson Sargent died Feb. 6. 1857 and my mother Esther Sargeant died May 10. 1864 there was no administration of the estates of the last two named. Also see deed from my sister Mary S. Sargent to me recorded with Mid. So Dist Deeds Book 1641 page 458. She being the grantee therein through the initial letter of my middle name is incorrect as Mr Thomas Sargeant. Nehemiah Oakes Sargeant and Elizabeth Sprague mentioned in my fathers will were his children by his first wife Also see other deeds to me. To Have and To Hold the granted premises with all the privi

Ld. Plan Recorded at the end of this Book.

38.2 RODS
45.1 RODS
41.6 Rods
42 Rods
.10 AC

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legee and appurtenances thereto belonging to the said John Mc Donald and his heirs and assigns to their own use and behoof forever. And I hereby for myself and my heirs executors and administrators covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises that they are free from all incumbrances except my right of way as aforesaid that I have good right to sell and convey the same as aforesaid and that I will and my heirs executors and administrators shall Warrant and Defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons. In Witness Whereof I the said Sarah W. Sargeant hereunto set my hand and seal this eleventh day of July in the year one thousand eight hundred and eighty eight. Sarah Watt Sargeant (seal). Signed sealed and delivered in presence of Henry H. Kinsley. Commonwealth of Massachusetts. Middlesex ss. Cambridge July 11. 1888. Then personally appeared the above named Sarah W. Sargeant and acknowledged the foregoing instrument to be her free act and deed before me. Henry H. Kinsley. Justice of the Peace.

Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B. Stevens Reg

Morrill to Cole Discr. W.

Know all Men by these Presents

That I. Luther W. Morrill the mortgagee named in a certain mortgage given by Barna L Cole to me the said Morrill dated November 16. A.D. 1888 and recorded in Middlesex So Dist Registry of Deeds. libro 1826 folio 342 do hereby acknowledge that I have received from Barna L Cole the mortgagor named in said mortgage full payment and satisfaction of the same and in consideration thereof I do hereby cancel and discharge said mortgage. and release and quitclaim unto the said Barna L Cole and his heirs and assigns forever the premises thereby conveyed. In Witness Whereof I hereunto set my hand and seal this tenth day of July A.D 1888. Luther W. Morrill (seal). Signed and sealed in the presence of. Commonwealth of Massachusetts. Suffolk ss. July 10. 1888. Then personally appeared the above named Luther W. Morrill and acknowledged the foregoing instrument to be his free act and deed before me Henry W. Bragg Justice of the Peace. Middlesex ss. July 12. 1888. Recd & Recorded.

Attest Chas B. Stevens Reg

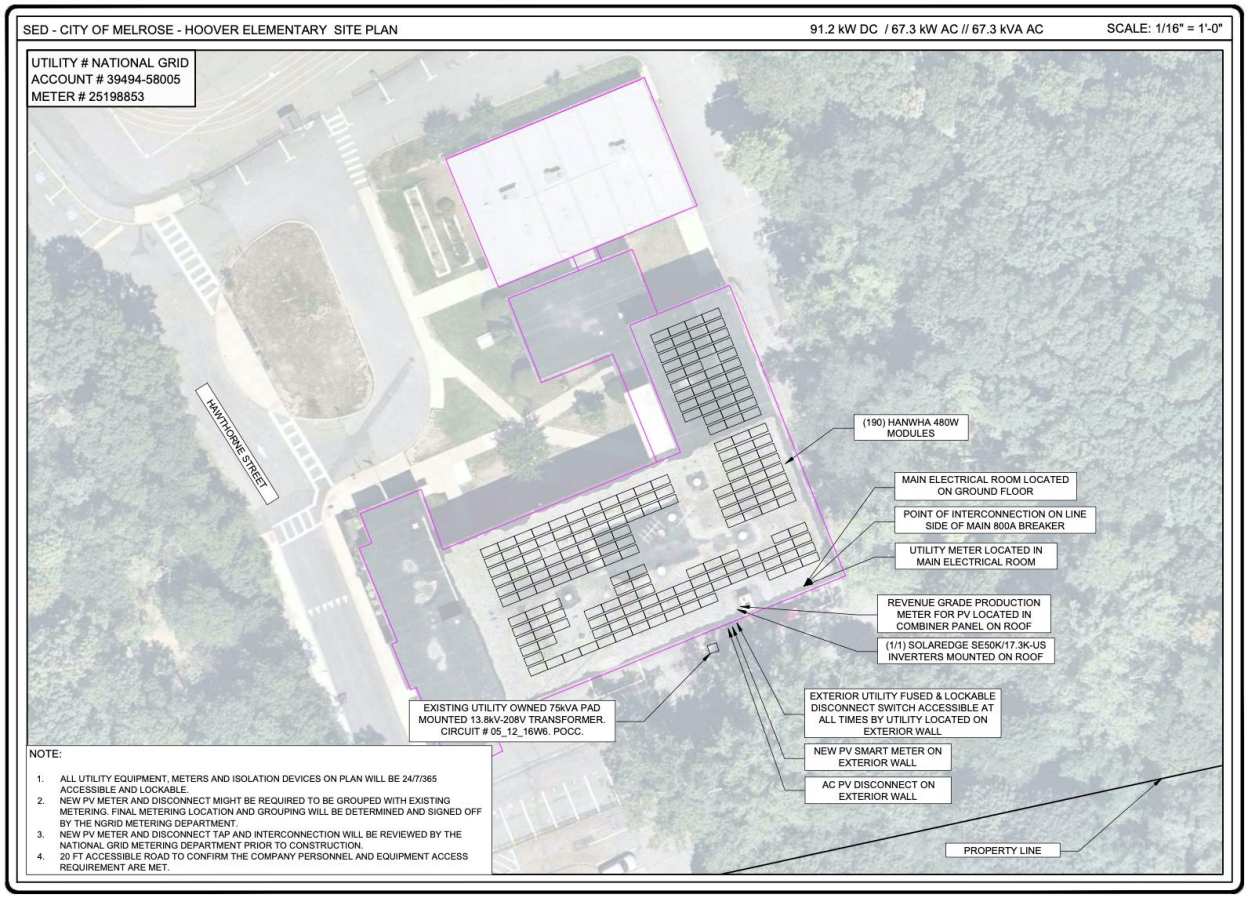
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Packet Pg. 1817

EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.



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EXHIBIT C to Lease Agreement
Form of Notice of Lease
[On following Page]

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Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

[insert address]

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described lease and easements:

Parties to the [insert name of lease agreement] (the "Lease"):

Host/Landlord:

Provider/Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

Property Description: The real property located at [Street], [Town, State Zip] described on the attached Exhibit A (the "Property"). For Landlord's title see Deed recorded with the [__Insert County___] [Registry of Deeds/Land Records] in [Book _____, Page _____] [Certificate of Title No_____].

Description of Leased Premises: A portion of the Property as described on the attached Exhibit B where solar equipment will be installed and accessed for the term of the agreement, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property. (the "Lease Area")

Date of Execution of the Lease: _____ (the "Effective Date").

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Term of Lease:

The Term of the Lease includes a Development Period, Operations Period and Decommissioning Period. The Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, the Operations Period shall continue until 11:59 p.m. on the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date, as defined in the Lease, unless the Tenant exercises the Options to Extend, in which case the Term of Lease shall include the Development Period, the Operations Period, the [Extension Terms] and the Decommissioning Period.

Options to Extend:

Tenant shall have the right to extend the Term of the Lease for [_____] year terms.

Decommissioning Period

Tenant shall remove the System within 180 days of the termination of the Lease, (provided that if such 180 day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31) whereupon the Lease shall expire and shall be of no further force and effect

Easements.

(a) Under the Lease, Landlord granted the easements (the "Easements") to Tenant described in Exhibit C across and burdening the Property.

(b) Landlord's grant of Easements in the Lease shall commence on the Effective Date and end upon termination of the Decommissioning Period.

Ownership of the Facility.

Landlord shall have no right, title or interest in the solar energy facility (as defined in the Lease) ("Project") or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the

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actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____ __, 202_.

LANDLORD:
[insert name of Landlord]

By: ____XXXXX_____
Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, the _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of _____.

____XXXXX_____
Notary Public
My Commission Expires:

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TENANT:
Solect Energy Development LLC

By: _____
James R. Dumas, CFO, an Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ date of _____, 2020, before me, the undersigned notary public, personally appeared James R. Dumas, CFO of Solect Energy Development LLC, and an Authorized Signatory, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CFO of Solect Energy Development LLC, a Massachusetts limited liability company and the voluntary act of the company.

____XXXXX_____
Notary Public
My Commission Expires:

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXHIBIT A

PROPERTY DESCRIPTION

Property Address: [insert property address]

[insert legal description plus deed reference, book and page or Certificate of Title]

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EXHIBIT B

LEASE AND EASEMENT AREA DESCRIPTION

The Lease and Easement Area shall mean the areas of the Property delineated in the Site Plan below.

[insert site plan]

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EXHIBIT C

EASEMENTS [update with Easements/Access Rights per lease and PPA]

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EXHIBIT D to Lease Agreement

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____("Lender"), _____("Landlord"), and Solect Energy Development LLC, ("Tenant").

W I T N E S S E T H

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the

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Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Notwithstanding the foregoing, Lender shall not be: (i) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord unless such fact, circumstance or condition shall continue after such succession; or (ii) subject to any offsets, claims or defenses which Tenant might have against Landlord, except as set forth in the Lease.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.

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9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

If to Landlord:

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]

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IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC

By: _____XXXXX_____
Printed Name:
Title:

LANDLORD:

By: _____XXXXX_____
Printed Name:
Title:

LENDER:

By: _____XXXXX_____
Printed Name:
Title:

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CITY OF MELROSE

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

DENISE M. GAFFEY
Director & City Planner

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

MEMORANDUM

TO: Melrose City Council

FROM: Martha Grover, Sustainability Manager

RE: Hoover and Horace Mann Solar PPA/Lease Authorization

DATE: February 13, 2023

Attached for your review are the Solar Power Purchase and Lease agreements with Solect Energy Development to install a 67.3 kW AC and 50 kW AC system on the Hoover and Horace Mann Elementary School roofs respectively. We seek authorization from the City Council for Mayor Brodeur to execute these agreements.

The city has worked with Solect for over a year to develop these projects and take advantage of the new roofs scheduled to be installed this summer, favorable federal tax credits, Block 10 utility SMART incentives, and fantastic solar access at these two schools. Action 28 in the Melrose Net Zero Action seeks to "Maximize the installation of clean energy sources on municipal property" and these projects are in line with and support the city's effort to lead by example.

I look forward to answering your questions at a future meeting but don't hesitate to reach out in advance at mgrover@cityofmelrose.org or 781.979.4195 as well.

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Solect Solar Update
City of Melrose

Hoover Elementary School
&
Horace Mann Elementary School



solectenergy
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February 1, 2023

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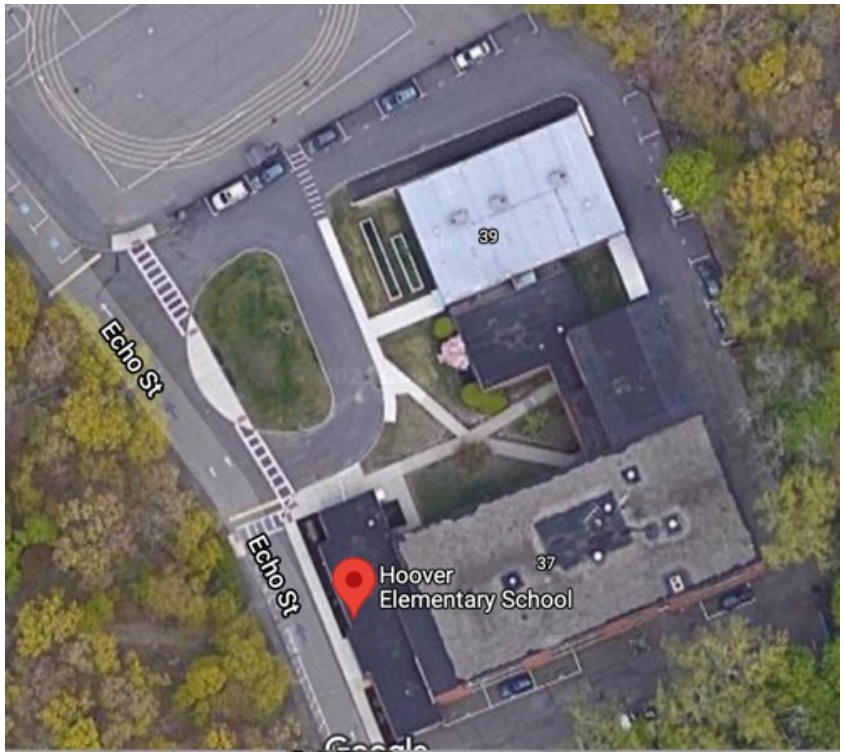
Hoover Elementary School
&
Horace Mann Elementary School

Electricity Analysis and Solar Designs

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Hoover Elementary School

37 Glendower Road, Melrose MA 02176



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Hoover Elementary School

Electricity Analysis

November 2022

National Grid's Nov 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

Total Addressable Electricity Rate

Facility	Hoover Elementary School					
Utility	National Grid					
Address	37 Glendower Rd Melrose MA 02176					
Account Number	39494-58005					
Rate Class	G-1 (B1)					
Meter Number	25198853					
Month	Nov-22					
kWhr	8,480					
Variable Cost ($)	977.77					
Delivery ($/kWh)	$ 0.11530					
Supply ($/kWh)	$ 0.13000					
Avoided Rate	**$ 0.24530**					**0.24530**
TTD Rate	$ 0.11530					
Est. A... mation	2.00%					

Monthly Usage	POI Meter					Total
January	16,560					16,560
February	17,840					17,840
March	16,000					16,000
April	14,400					14,400
May	8,000					8,000
June	8,400					8,400
July	6,240					6,240
August	3,200					3,200
September	12,560					12,560
October	8,800					8,800
November	8,480					8,480
December	13,920					13,920
12 Month Total	**134,400**	-	-	-	-	**134,400**
Average	**11,200**	-	-	-	-	

Annual Electricity Consumption

Total Annual Spend (not including fixed charges) $ 32,969

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Hoover Elementary School

Rooftop Design

System Size 91.2 KW DC / 67.3 KW AC

Estimated Year 1 Production: 105,744.4 kWh



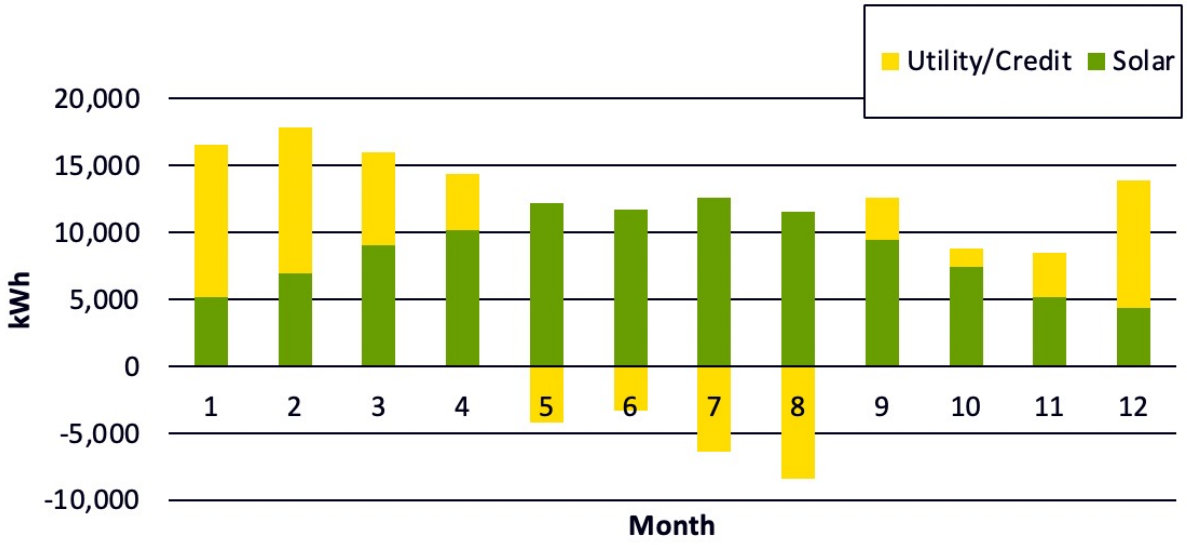
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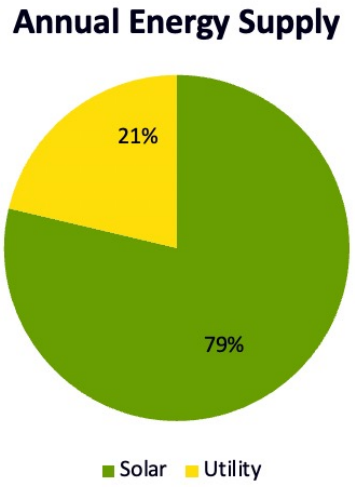
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Hoover Elementary School

Electricity Consumption vs Production

105,744 kWh in Year 1





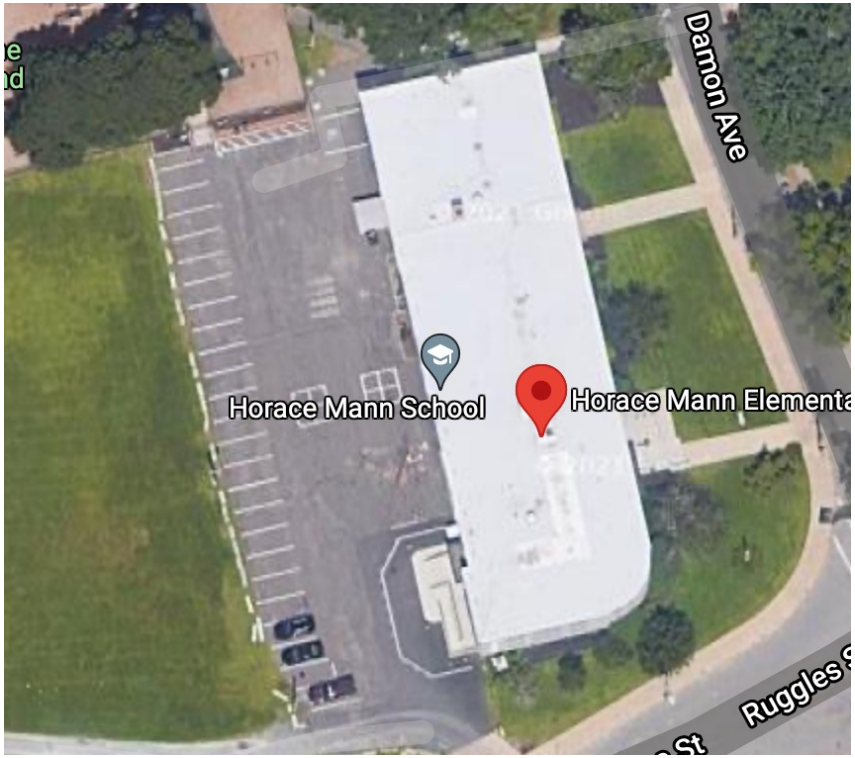
Based on 12 mo. Usage of 134,400 kWh as per utility bills.

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Horace Mann Elementary School

40 Damon Ave, Melrose MA 02176



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Horace Mann Elementary School

Electricity Analysis

3 Year Average (2018 - 2020)

National Grid's Feb 2022 Delivery Rate kWh Charges

Anticipated 3rd Party Supply Rate kWh (current contract expires on 12/10/23)

Total Addressable Electricity Rate

Facility	Horace Mann Elementary School					
Utility	National Grid					
Address	40 Damon Ave, Melrose MA 02176					
Account Number	64798-33000					
Rate Class	G-1 (B1)					
Meter Number	98742524					
Month	Feb-22					
kWhr	19,120					
Variable Cost ($)	$ 2,159					
Delivery ($/kWh)	$ 0.11293					
Supply ($/kWh)	$ 0.13000					
Avoided Rate	**$ 0.24293**					**0.24293**
TTD Rate	$ 0.11293					
[illegible] Inflation	2.00%					

Monthly Usage	POI Meter					Total
January	10,280					10,280
February	10,600					10,600
March	6,280					6,280
April	9,040					9,040
May	9,320					9,320
June	9,080					9,080
July	2,800					2,800
August	3,320					3,320
September	920					920
October	12,200					12,200
November	5,680					5,680
December	9,400					9,400
12 Month Total	**88,920**	-	-	-	-	**88,920**
Average	**7,410**	-	-	-	-	

Annual Electricity Consumption

Total Annual Spend (not including fixed charges) $ 21,601

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Horace Mann Elementary School

Rooftop Design

System Size 67.68 KW DC / 50 KW AC

Estimated Year 1 Production: 78,450.6 kWh



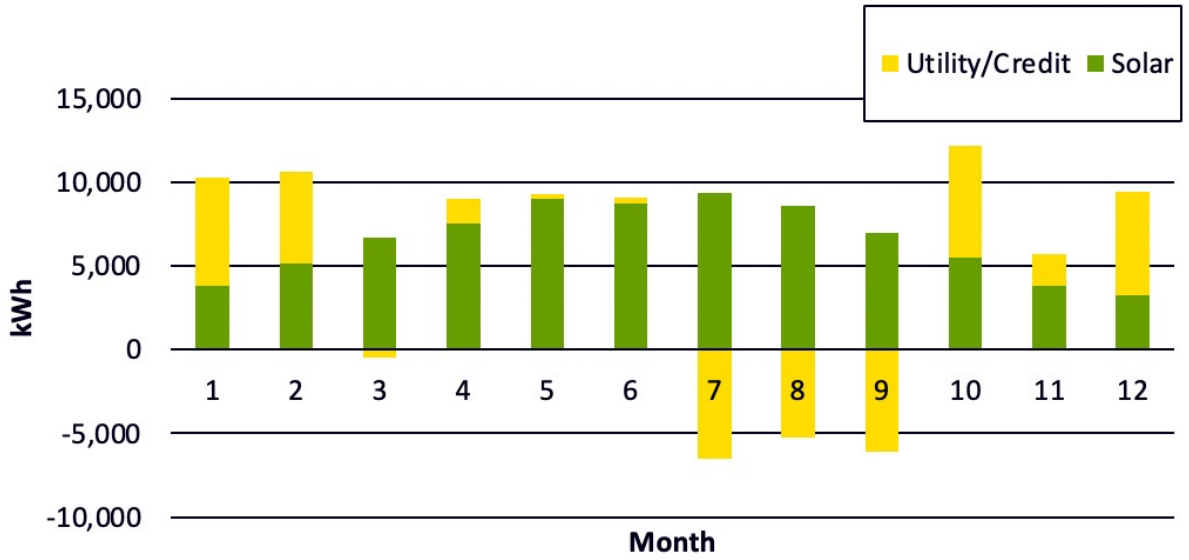
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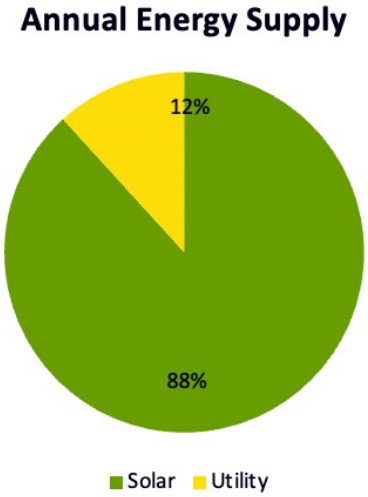
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Horace Mann Elementary School

Electricity Consumption vs Production

78,451 kWh in Year 1





Based on 12 mo. Usage of 88,920 kWh as per utility bills.

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Power Purchase Agreement

Solar Incentives & PPA Rates

Cost Saving for Melrose Public Schools

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Preliminary System Sizes & PPA Rates

Summary Slide

Solar System	System Size (KW DC / KW AC)	System Production Year 1 (kWh)	Avoided Electricity Rate ($/kWh)	MA SMART Block 10 PPA Rate ($/kWh)	MA SMART Block 11 PPA Rate ($/kWh)
Hoover Elementary School Rooftop System	92.1 KW DC / 67.3 KW AC	105,744	$0.24530	$0.159	$0.162
Horace Mann Elementary School Rooftop System	67.68 KW DC / 50 KW AC	78,450	$0.24293	$0.182	$0.186

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Block 10 awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Hoover Elementary School

System Size: 92.1 KW DC / 67.3 KW AC

PPA Summary Slide

HooverElementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate)		
SMART Block Award	10	11
MA Incentive Award	$0.05819	$0.05483
PPA Rate	$0.159 / kWh	$0.162 / kWh
Est. Year 1 Savings	$6,262	$5,945
Est. 20 Year Savings	$211,133	$205,110

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Hoover Elementary School

System Size: 92.1 KW DC / 67.3 KW AC

PPA Block 10 SMART Award Detailed Slide

Year	Solar Production (kWh)	Grid-Delivered Electricity Cost ($/kWh)	Electric Savings	Solar PPA Rate ($/kWh)	PPA Payment	Net Savings
1	105,744	$0.2453	$23,076	$0.1590	$16,813	**$6,262**
2	105,163	$0.2502	$23,408	$0.1590	$16,721	**$6,687**
3	104,584	$0.2552	$23,744	$0.1590	$16,629	**$7,115**
4	104,009	$0.2603	$24,086	$0.1590	$16,537	**$7,549**
5	103,437	$0.2655	$24,433	$0.1590	$16,447	**$7,986**
6	102,868	$0.2708	$24,784	$0.1590	$16,356	**$8,428**
7	102,302	$0.2763	$25,141	$0.1590	$16,266	**$8,875**
8	101,740	$0.2818	$25,503	$0.1590	$16,177	**$9,326**
9	101,180	$0.2874	$25,870	$0.1590	$16,088	**$9,782**
10	100,624	$0.2932	$26,242	$0.1590	$15,999	**$10,243**
11	100,070	$0.2990	$26,620	$0.1590	$15,911	**$10,708**
12	99,520	$0.3050	$27,003	$0.1590	$15,824	**$11,179**
13	98,973	$0.3111	$27,391	$0.1590	$15,737	**$11,655**
14	98,428	$0.3173	$27,785	$0.1590	$15,650	**$12,135**
15	97,887	$0.3237	$28,185	$0.1590	$15,564	**$12,621**
16	97,348	$0.3301	$28,591	$0.1590	$15,478	**$13,112**
17	96,813	$0.3367	$29,002	$0.1590	$15,393	**$13,609**
18	96,281	$0.3435	$29,420	$0.1590	$15,309	**$14,111**
19	95,751	$0.3504	$29,843	$0.1590	$15,224	**$14,618**
20	95,224	$0.3574	$30,272	$0.1590	$15,141	**$15,132**
					Total	**$211,133**

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Horace Mann Elementary School

System Size: 67.68 KW DC / 50 KW AC
PPA Summary Slide

Horace Mann Elementary School Rooftop Solar System PPA Rates (Addressable Electricity Rate)		
SMART Block Award	10	11
MA Incentive Award	$0.05819	$0.05483
PPA Rate	$0.182 / kWh	$0.186 / kWh
Est. Year 1 Savings	$2,465	$2,151
Est. 20 Year Savings	$113,719	$107,760

Notes:

- Assumes Transformer Upgrade for Horace Mann Elementary School and no additional Utility Upgrades
- Assumes Prevailing Wage Rates for Public Entity
- Bonding not included as system is 3rd party owned
- Based on a 30% Federal Investment Tax Credit
- Annual Electricity Escalation Rate of 2%
- MA SMART PSoQ Award Block 10 BTM awarded 11/28/2022
- Melrose Public School's Constellation NewEnergy Supply Rate expires 12/10/2023
- Anticipated Avoided Electricity Rates based on a $0.130 / kWH 3rd Party Supply Rates going forward.

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Horace Mann Elementary School

System Size: 67.68 KW DC / 50 KW AC

PPA Block 10 SMART Award Detailed Slide

Year	Solar Production (kWh)	Grid-Delivered Electricity Cost ($/kWh)	Electric Savings	Solar PPA Rate ($/kWh)	PPA Payment	Net Savings
1	78,451	$0.2429	$16,743	$0.1820	$14,278	$2,465
2	78,019	$0.2478	$16,984	$0.1820	$14,199	$2,784
3	77,590	$0.2527	$17,228	$0.1820	$14,121	$3,107
4	77,163	$0.2578	$17,476	$0.1820	$14,044	$3,432
5	76,739	$0.2630	$17,728	$0.1820	$13,966	$3,761
6	76,317	$0.2682	$17,983	$0.1820	$13,890	$4,093
7	75,897	$0.2736	$18,241	$0.1820	$13,813	$4,428
8	75,480	$0.2791	$18,504	$0.1820	$13,737	$4,767
9	75,064	$0.2846	$18,770	$0.1820	$13,662	$5,108
10	74,652	$0.2903	$19,040	$0.1820	$13,587	$5,454
11	74,241	$0.2961	$19,314	$0.1820	$13,512	$5,802
12	73,833	$0.3021	$19,592	$0.1820	$13,438	$6,155
13	73,427	$0.3081	$19,874	$0.1820	$13,364	$6,511
14	73,023	$0.3143	$20,160	$0.1820	$13,290	$6,870
15	72,621	$0.3205	$20,450	$0.1820	$13,217	$7,233
16	72,222	$0.3270	$20,745	$0.1820	$13,144	$7,600
17	71,825	$0.3335	$21,043	$0.1820	$13,072	$7,971
18	71,430	$0.3402	$21,346	$0.1820	$13,000	$8,346
19	71,037	$0.3470	$21,653	$0.1820	$12,929	$8,724
20	70,646	$0.3539	$21,965	$0.1820	$12,858	$9,107
					Total	$113,719

solectenergy
Power Your Tomorrow

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POWER PURCHASE AGREEMENT

For

SED City of Melrose - Horace Mann School
40 Damon Avenue
Melrose, MA 02176

Dated as of

_____

between

City of Melrose
562 Main St
Melrose, MA 02176

And

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

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EXHIBITS

EXHIBIT A – ENERGY PURCHASE PRICES

EXHIBIT A-1 – PILOT AMOUNTS

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EXHIBIT C – DESCRIPTION OF SITE

EXHIBIT D – DESCRIPTION OF PREMISES

EXHIBIT E – DESCRIPTION OF PROJECT

EXHIBIT F – ESTIMATED ANNUAL PRODUCTION

EXHIBIT G – INSURANCE REQUIREMENTS

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POWER PURCHASE AGREEMENT

This Power Purchase Agreement ("**Agreement**" or "**PPA**") is entered into as of _____, (the "**Effective Date**"), by and between City of Melrose, a municipality with an address of 562 Main St Melrose, MA 02176 ("**Host**"), and Solect Energy Development LLC, ("**Solect**" or "**Provider**") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement dated June 30th, 2020, as amended, governing the terms and conditions of Provider's participation in the PowerOptions Solar and Storage Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project;

WHEREAS, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit D, and sell to Host the electric energy produced by the Project; and

WHEREAS, Provider and Host have entered into that certain Lease dated on or about the date hereof (as amended or modified from time to time, the "**Lease**") pursuant to which Host has granted Provider a leasehold interest and certain use and access rights to the Premises.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS or as defined in the body of this Agreement.

2. TERM.

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, "**Term**" shall mean all of the Initial Period and the Operations Period, unless the

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Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination.

(b) Initial Period. The Initial Period will begin on the Effective Date and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20^{th}) anniversary of the SMART Incentive Payment Effective Date.

(d) Extensions. Provider shall have one option to extend the Operations Period for five (5) years (an "**Extension Term**") upon mutual agreement between Provider and Host. Provider shall delivering a written request to extend to Host at least six months prior to the end of the Operations Period, or Extension Term, as the case may be. Any extension shall be reflected in a written amendment to this Agreement signed by the Parties.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, except as otherwise provided in this subsection (e), Section 9 (Purchase Option), Section 17 (Force Majeure), or Section 19 (Provider Event of Default and Host Remedies), Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B, and Provider shall cause the Project to be disconnected and removed from the Premises in accordance with the Lease. Upon Host's payment to Provider of the Early Termination Amount, this Agreement and the Lease, in accordance with its terms, shall terminate automatically. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever pursuant to Section 4(d) or (ii) in lieu of termination, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole and exclusive remedy) to (x) the payment by Provider to Host of Delay Liquidated Damages not to exceed $15/kW in the aggregate, plus (y) (if Installation Work had commenced at the Premises as of the date of termination) all direct costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time, as required pursuant to the Lease. Alternatively, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence the Operations Period by the date that is 60 days after the Guaranteed Commercial Operation Date.

The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis due to (a) Force Majeure or (b) acts, omissions or delays of a Governmental Authority or Local Electric Utility. Provided, however that clause (b) shall be beyond the reasonable control of the Provider and not caused by the Provider's fault or negligence. Provided, further that the day-to-day extension of the Construction Start Date shall not exceed one hundred eighty (180) days, unless otherwise mutually agreed by the Parties in writing.

3. ACCESS RIGHTS.

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(a) Access Specifications. Pursuant to the Lease, Provider has access to and use of the Premises for the Term for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and for any other purpose set forth in this Agreement or in the Lease, and otherwise in accordance with the provisions of the Lease. Access Rights with respect to the Site are more fully described in the Lease and include, without limitation, vehicular and pedestrian access, and other rights to install electrical lines and communications cables.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet enabling remote monitoring of the Project.

4. PLANNING, INSTALLATION AND OPERATION OF PROJECT.

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider shall, in accordance with Section 5(l) of the Lease, at its own cost, engage an engineer licensed and qualified in the state where the Project is located, to certify that any objects brought, installed or kept on the Premises will not exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof as required by local building code. Provider shall provide a copy of any structural engineering analysis to Host at Host's request.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project and terminate this Agreement upon written notice to Host if:

(i) Provider determines that the Premises, as is, are insufficient to accommodate the Project; or

(ii) there exist site conditions or construction or interconnection requirements that were not known as of the effective date of this Agreement and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the Project as designed;

(iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises;

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(iv) an interconnection agreement with the Local Electric Utility, in form and substance satisfactory to Provider, is not executed by Provider and the Local Electric Utility within two hundred seventy (270) days after the date of this Agreement;

(v) Provider has not obtained financing within twelve months after the date of this Agreement to construct, install, own and operate and maintain the Project;

(vi) the Project does not qualify under the Applicable Solar Program;

(vii) despite its diligent efforts, Provider does not obtain all permits and approvals, on terms and conditions satisfactory to Provider, which are necessary for the construction, operation and maintenance of the Project; or

(viii) the Project is not exempt from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45 (Acts of 2021, Chapter 8, §61, as amended and the Massachusetts Department of Revenue regulations adopted in connection therewith) and a Payment In Lieu of Taxes Agreement with the municipality where the Project is located is not executed and approved by the municipality to establish fixed payments in the amount(s) set forth on Exhibit A-1.

If Provider gives Host notice of such termination, this Agreement shall terminate effective as of the date specified in delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. Provider shall conduct a construction kick off meeting with Host. Upon prior notice to Host, Provider shall have the right to commence installing the Project on the Premises in accordance with the agreed-upon schedule as determined during the construction kick off meeting.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint (if project is on the roof), location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the Installation Work before the Construction Start Date, Host may terminate this Agreement and the

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Lease by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences the Installation Work within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to this Agreement, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15 and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written safety rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that the Installation Work is complete. Provider shall provide Host with written notice of the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and the requirements of the interconnection agreement, and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular, and all instructions of any original equipment manufacturers' warranties for equipment included in the Project. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to,

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keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site. In the event of an emergency or unplanned outage, Provider shall have unimpeded access to the Project, subject to any site-specific security requirements of Host.

(h) Provider Project Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project Provider shall give Host notice of such shutdown soon as reasonably practicable. At other times, Provider shall give Host advance notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(b) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall use reasonable efforts not to schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(i) Metering. Provider shall install and maintain a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a revenue grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

Subject to any applicable requirements of the Local Electric Utility:

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from

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Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4 (i) (ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

B. Host's Right to Witness Tests. Host shall have the right to witness each test or any calibration of meters or monitoring equipment conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter or the monitoring equipment. Provider shall provide at least five (5) Business Days prior written notice to Host of the date upon which any such test or calibration is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Host shall have the right to access all meters at reasonable times and with reasonable prior notice for the purpose of verifying readings and calibrations, but Host shall not have the right to open or undertake any other physical actions on the meters and access rights shall be subject to any requirements or limitations of the Local Electric Utility. If the metering equipment is found to be inaccurate, it shall be corrected and past readings shall be promptly adjusted in accordance with Section 4(i)(A)(5).

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that Host is under no responsibility or duty to ascertain, to inspect or to otherwise

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determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement and the Lease, Provider shall sell to Host and Host shall buy from Provider all electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of the Project with the Local Electric Utility shall be as indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (i) failure, damage or downtime attributable to third parties or Host, (ii) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (iii) a Force Majeure Event, (iv) variability due to weather, (v) acts or omissions of Host of any of its obligations hereunder, (vi) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); or (vi) any reduction in output attributable to interference with solar access of the Project by adjoining landowners; in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the Avoided Energy Price during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period. Such credit shall be Host's sole and exclusive remedy for Provider's failure to meet the Estimated Annual Production for such period.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto. The rate during any Extension Term shall be mutually agreed upon by Host and Provider.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the

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applicable rates for such electricity, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; or (iv) transmitted by email (such transmission to be effective on the day of receipt if transmitted prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal)addressed as follows:

To Host: City of Melrose
562 Main St
Melrose, MA 02176
Attention: Jim Troup
Email: jtroup@cityofmelrose.org

(d) Payment. Subject to the subparagraph (e) below regarding disputed invoices, Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by check or electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) Disputed Invoices. If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) Back-up and Supplemental Electricity. Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) Interconnection and Interconnection Fees. Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which

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includes bi-directional or "net metering". Host shall be responsible for maintaining the interconnection of the Site with the Local Electric Utility through to the Host's side of the Point of Delivery. Provider shall be responsible for maintaining the interconnection of the Project to the Provider's side of the Point of Delivery with the Local Electric Utility. Host shall enter into any retail agreement required by the Local Electric Utility pursuant to its tariffs. Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"), however, if system upgrades in addition to any upgrades contemplated and budgeted for as of Effective Date are required, Provider shall be entitled to adjust the Energy Purchase Prices in Exhibit A to compensate Provider for such increased costs, and if the Parties are unable to agree on such adjustments, Provider may exercise its right to terminate under Section 4(b).

(c) Production Excess. Provider shall, with the cooperation of Host, work to qualify the Project for the highest available compensation for any solar production which is not used at the time of generation and is transmitted to the Local Electric Utility (the "**Production Excess**"). The Parties will work cooperatively and in good faith to meet all requirements regarding such Production Excess under Applicable Law, the Applicable Solar Program, and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces Production Excess, then the Parties agree that (a) Host shall be entitled to the associated compensation and/or bill credits (including but not limited to Net Metering Credits, Alternative On-Bill Credits, or Qualifying Facility compensation), and (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host.

(d) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(d) is limited to any payments actually received by Host.

(e) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(f) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or

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Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(g) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(h) Neither Party is A Utility. Neither Party is, and neither Party shall assert that the other Party is, (i) an electric utility or public service company or similar entity that has a duty to provide service, (ii) subject to electric rate regulation, or (iii) otherwise subject to regulation by any governmental authority as a result of its obligations or performance under this Agreement.

(i) Project Alterations. Host agrees to negotiate in good faith with respect to any alterations to the Project proposed by the Provider that may increase payments available under the Applicable Solar Program, Tax Attributes, Environmental Attributes, or increased capacity or ancillary services. Proposed alterations may include, but are not limited to, the addition of an energy storage system to the Project. Upon mutual agreement, this Agreement and the Lease shall be amended to include any agreed upon Project alteration.

8. OWNERSHIP OF PROJECT; SERVICE CONTRACT.

(a) Ownership of Project. As between the Parties, Provider shall retain title to (i) the Project and the Environmental Attributes produced or associated with the Project or the energy produced by the Project, and (ii) all compensation associated with such Environmental Attributes under the Applicable Solar Program or under any other successor program.

(b) Service Contract. Since this Agreement provides for the sale of electric energy from the Project which is an alternative energy facility under Section 7701(e)(3)(D) of the Internal Revenue Code of 1986 as amended, this Agreement is a service contract within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. On the seventh (7^{th}), tenth (10^{th}), and fifteenth (15^{th}) anniversary of the Commercial Operation Date, provided no Host Event of Default has occurred and is continuing, the Host shall have the option to purchase the Project from Provider at a price

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which will be the greater of (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the Project as determined by mutual agreement of Host and Provider as of such anniversary date; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select and share equally the costs of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project, provided that Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and, unless it has rescinded the exercise of the option as aforesaid, on or before such anniversary date shall pay the purchase price to Provider by electronic transfer in immediately available funds to an account designated by Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) Business Days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction. Host may, in its discretion, rescind its exercise of the option to purchase by written notice to Provider received no later than the fifth (5th) Business Day following receipt of such appraisal.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host free and clear of Liens on Provider's interest in the Project. Such bill of sale shall not contain any warranties, other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, or portions thereof, to Host. Upon the transfer of ownership of the Project to Host, this Agreement shall terminate.

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(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Provider shall decommission the Project in accordance with Section 9 of the Lease or Easement.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure or Allowed Disruption Time as defined below, nor where the maintenance activities were made necessary by a Provider Event of Default), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on reasonably estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

Notwithstanding the foregoing, the Parties agree that after year six (6) (but not during years one (1) through six (6)) of the Operations Period of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Host may request that the Project be shut down if, and only if, Host is performing maintenance or repairs to the Premises which require the Project to be offline. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time; nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

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(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host written notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown; provided that Provider shall not be responsible for any costs or expenses in connection with restoration of conditions at the Site required due to conditions or activities of persons on the Site not under the control of Provider. If a shutdown pursuant to this Section 10(b) continues for 180 days or longer, Provider may terminate this Agreement and Host shall pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all reasonable costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, or based on reasonable data offered by Provider if the Project was offline for any reason during such previous Operations Year.

(d) Premises Shutdown; Interconnection Deactivated. In the event the facilities where the Premises are located are closed or the interconnection becomes deactivated, Host shall not be excused for the period of closure or deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery unless such closure or deactivation is caused by (i) a Force Majeure Event or (ii) any unexcused action or inaction of Provider or persons for whom Provider is responsible.

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, except as otherwise provided in this subsection (e), Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder

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notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing at the time of the transfer, and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host shall be released from further obligations under this Agreement. For avoidance of doubt, if Host is a municipality or governmental entity, the sale, lease or transfer of all or a portion of Host's interest in the Site to a transferee that is a municipality or governmental entity with a credit rating assigned by Moody's Investor Service at least equal to or better than Host's shall be deemed an acceptable transferee, provided the other requirements set forth in this Section 10(e) are satisfied.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall provide Provider with any certificates or other documents required or appropriate to evidence Host's exemption from any applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. To the extent Provider pays such amounts, Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. If project will produce not more than 125% of the annual load of the Property Provider will apply to the City of Melrose for exemption of the Project from personal property tax pursuant to M.G.L. c.59, § 5, cl. 45, and will employ commercially reasonable efforts to secure such exemption. If the project will produce more than 125% of the annual load of the Property or if the exemption is not granted, Provider will seek to enter into a Payment In Lieu of Taxes (PILOT) Agreement with the City of Melrose to establish fixed payments in lieu of personal property tax. Upon execution of a PILOT Agreement, if the PILOT amounts differ from the Assumptions Around Pricing Elements as set forth in Exhibit A, Provider will prepare and the Parties shall execute an amendment to this Agreement , in accordance with the provisions of Exhibit A, to reflect the new rate effective as of the date the PILOT payments begin.

If Provider is assessed any real property taxes related to the existence of the Project on the Premises or if Provider is unable to obtain exemption of the Project from personal property tax and is not able to enter into a PILOT Agreement with the City of Melrose, then Host acknowledges and agrees that Provider shall have the right once per year to invoice Host for the exact amount of the such property taxes. Such invoice shall include documentation demonstrating the tax liability from the taxing authority for the current tax year and proof of payment from Provider to the taxing authority. Such invoice shall be submitted to the Host separately from any monthly invoice for solar energy generation.

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If Provider seeks to obtain exemption of the Project from personal property tax, and/or seeks to enter into a PILOT Agreement with the City of Melrose, and is ultimately unsuccessful, within thirty (30) days of such determination being made Provider will inform Host of such determination and, (1) if Host or the owner of the Site is a municipality, Host will provide Provider, or (2) if Host or the owner of the Site is not a municipality, Provider will provide Host with a good faith estimate of the annual amount of the expected personal property taxes.

Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. Each Party shall use all reasonable efforts to cooperate with the other party in any such contest of tax assessments or payments. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been abated, bonded or otherwise secured in accordance with Applicable Law.

(d) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by the Local Electric Utility or any legal or regulatory authority affecting the Premises or operation of the Project. If Host has established and maintains a program of self-insurance, Host shall maintain self-insurance for the coverages and in the amounts set forth on Exhibit G.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated), provided such requirement shall not apply if a Party maintains an active self-insurance program and provides required insurance pursuant to such self-insurance program.

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(e) Flood Insurance. If required under Applicable Law, Host shall maintain FEMA-approved flood insurance for the Premises.

13. COOPERATION.

The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

14. PRESS RELEASES AND CONFIDENTIALITY.

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement. However, the terms of this Agreement and information about the Project other than that described above constitutes Confidential Information, as defined below, and is subject to the remaining provisions of this Section 14.

(b) Limits on Disclosure of Confidential Information. Subject to the exceptions set forth below in Section 14(c), each Party agrees that, (i) without the consent of the other Party, it shall not disclose any Confidential Information received from the other Party to any other person and (ii) it shall use any Confidential Information received from the other Party only for the purpose of fulfilling its obligations under this Agreement. Notwithstanding the foregoing, subject to the

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requirements of Section 14(c) below, the Parties may, and shall, disclose any information required to be disclosed under rules, regulations and contracts implementing the Applicable Solar Program or Tax Attributes required to be disclosed by any Governmental Authority under Applicable Law or pursuant to a validly issued subpoena or required filing.

(c) Permissible Disclosures. Provider may provide this Agreement, and any correspondence, notices and other information related to this Agreement to any person who has provided or who is interested in providing construction or permanent financing, or any refinancing thereof, to Provider in connection with the Project. In addition, if a receiving Party is required by Applicable Law, validly issued subpoena or required filing to disclose any Confidential Information provided by the disclosing Party, the receiving Party may make disclosure as required by law, but the receiving Party shall prior to making any disclosure, if lawfully permitted to do so, notify the disclosing Party of the requested disclosure and shall use its reasonable efforts to cooperate with the disclosing Party, but at the expense of the disclosing Party, in any efforts by the disclosing Party to minimize the extent of the Confidential Information disclosed and the persons to whom disclosed. If Host is a public entity subject to the requirements of M.G.L. c. 66, § 10 ("MA Public Records Law") the provisions of the MA Public Records Law will govern Host's obligations under Section 14(b) and this Section 14(c), including Provider's right to raise applicability of the exemptions included in the MA Public Records Law. Notwithstanding any term herein to the contrary, the failure to notify the disclosing Party pursuant to this Section 14(c) shall not be deemed an Event of Default.

(d) Enforcement of Confidentiality Provisions. Each Party acknowledges that it may be impossible to measure the damages which may result from a breach of this Section 14 and agrees that the provisions of this Section 14 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section 14. The provisions of this Section 14 shall survive until three years after the effective date of any termination of this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold harmless Host and its directors, officers, employees, agents, volunteers, and invitees ("Host's Indemnified Parties"), from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any third party claim for injury to or death of any Person or loss or damage to property to the extent caused by Provider's or Provider's Indemnified Parties (defined below) negligence or willful misconduct; (ii)) third party claims for penalties or fines arising from a Provider's or Provider's Indemnified Parties violation of Applicable Law; (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or by any of Provider's employees, agents, volunteers, and invitees and released as a result of the negligence of Provider or Installer or any of Provider's or Installer's employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent

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caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. To the extent permitted by law, Host shall indemnify, defend and hold Provider, its contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party ("**Provider's Indemnified Parties**"), harmless from and against all Losses incurred by the Provider's Indemnified Parties to the extent arising from or out of (i) any third-party claim for injury to or death of any Person or loss or damage to property to the extent caused by the negligence or willful misconduct of any of Host's Indemnified Parties; (ii) Host's violation of Applicable Law; or (iii) the presence, removal or remediation of any Hazardous Materials on the Site (other than any Hazardous Materials brought on to the Site by Provider's Indemnified Parties and improperly stored, disposed of or negligently released by Provider or Installer). Host shall not be obligated to indemnify Provider or any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Provider or any Provider Indemnified Party.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense for the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of legal counsel and case expenses incurred by Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own, separate counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such separate counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim or admission of any liability by or on behalf of any Indemnified Person.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax

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deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's complete and correct records of the physical condition of the Premises. If, during the Development Period, Provider deems such records inadequate for its intended purposes hereunder, it shall so notify Host in writing before commencing installation of the Project, in which event the Host shall reasonably cooperate in Provider's efforts to procure such information as Provider may reasonably require regarding the condition of the Premises. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the information

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presented by Host and from conditions reasonably visible to Provider during site visits prior to entering this Agreement, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays actually incurred by Provider in order to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

(ii) Title to Premises. Host is the fee owner of and has good and valid title to [has a valid and enforceable leasehold interest in] the Premises and to Host's knowledge there are no mortgagees, lienholders or other third party claimants to the Premises. There are no encumbrances on the Premises that would interfere with or prevent the development, construction, operation or maintenance of the Project or any portion thereof.

(iii) Host Organization. Host is a municipality organized and existing under the laws of the Commonwealth of Massachusetts.

(c) Provider Representations. In addition to the representations and warranties in Section 16(a), Provider hereby represents and warrants to Host, as of date hereof, that:

(i) Interconnection Agreement and Permits. Provider shall use commercially reasonable efforts to obtain an executed interconnection agreement and all permits for the Project in a timely and efficient manner.

17. FORCE MAJEURE; CASUALTY.

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Casualty; Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this

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Agreement will terminate without penalty to either Party. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate without penalty to either Party. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

If any damage to the Project is caused by the negligence or willful misconduct of Host or Host's employees, agents, or invitees, Provider shall send written notice to Host specifying (i) the reasonable and documented expenses for repair and replacement of the Project, and (ii) documented lost revenue for sales of electricity and solar incentives (including, but not limited to, Applicable Solar Program, Tax Attributes, Environmental Attributes) that would have been received based on the estimated energy production of the Project. Host shall have thirty (30) days from the receipt of such notice to review the information contained within such notice. Any undisputed amounts shall be due and payable within thirty (30) days after Provider's notice. If Host disagrees with any information contained in such notice, Host shall provide written notice to Provider within the Host's thirty (30) day review period. In the event of a dispute, Host and Provider shall use good faith to resolve such dispute and agree upon a reimbursement amount. Once Host and Provider have agreed upon the reimbursement amount, Host shall pay such agreed amount within thirty (30) days after agreement and in the event there is no dispute, then within thirty (30) days after receipt of the notice.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days' notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the Lease (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or

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maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth, in reasonable detail, the following: (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within thirty (30) days after receipt of written notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events), and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project for a period of ninety (90) consecutive days, provided, however, that such thirty (30) day cure period shall be extended by the number of calendar days during which Provider is prevented, through no fault of its own, from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

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(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law and such petition is not dismissed within 90 days; or (G) takes any action authorizing its dissolution.

(vi) Provider has an Event of Default which results in termination under the Lease.

(b) Financing Party Opportunity to Cure; Host Remedies. Subject to the right of the Financing Party to cure a Provider Event of Default, as set forth in Section 21, upon a Provider Event of Default, if Provider or Financing Party does not cure such Provider Event of Default in accordance with the terms hereof, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within 30 calendar days after receipt of written notice from Provider identifying the defect.

(ii) Obstruction. Host (i) obstructs commencement of installation of the Project; (ii) fails to take any reasonable actions required by this Agreement or requested by Provider or necessary for the interconnection of the Project; or (iii) fails to take electric energy produced by the Project; and, in any of these circumstances, fails to correct such action or inaction, as the case may be, within fifteen (15) Business Days after receipt of written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) Business Days after receipt of notice thereof from Provider.

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(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) Business Days if the failure involves a failure to maintain required insurance; or (B) sixty (60) calendar days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(vi) Host has an Event of Default which results in termination under the Lease.

(b) Default Damages. Upon a Host Event of Default, Provider may require Host to pay to Provider the Early Termination Amount, whereupon this Agreement shall terminate immediately. Alternatively, Provider may elect to sell electricity produced by the Project to persons other than Host, and recover from Host any loss in revenues resulting from such sales; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Lease, Access Rights and Easement. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate the Lease. Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "**Assignment**") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing debt or equity financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party

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and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Sale and to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement or has otherwise assumed Provider's obligations) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give written notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

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(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party a copy of Host's prior written notice to Provider of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within sixty (60) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and diligently and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the applicable time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect. If the Financing Party notified Host in writing within such sixty (60) day period that it must foreclose on Provider's Interest or otherwise take possession of Provider's interest under this Agreement in order to cure the default (the "**Foreclosure Notice**"), the Host shall not terminate this Agreement and shall permit the Financing Party a reasonable period of time, which shall be outlined in the Foreclosure Notice, as may be necessary for such Financing Party, with the exercise of due diligence, to foreclose or acquire Provider's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements of Provider under this Agreement and the Lease.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) execute any reasonable consents to assignment or acknowledgements and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE LEASE, AND EXCEPT AS PROVIDED IN THIS AGREEMENT IN SECTIONS 10, 19(B) AND 20(B), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FOR GREATER CLARITY, IT IS AGREED BY THE PARTIES THAT THE EARLY TERMINATION PAYMENT AND ANY PAYMENT BY HOST SPECIFICALLY ADDRESSED HEREIN, INCLUDING WITHOUT LIMITATION, UNDER SECTION 10, ARE CONSIDERED DIRECT DAMAGES. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTYING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES ARE HEREBY WAIVED.

Notwithstanding anything to the contrary, Provider's total combined liability to Host under this Agreement and the Lease (whether due to breach of contract, negligence, strict liability or any other cause) shall not exceed, for all claims, a total amount of Provider's commercial general liability policy limit (combined single limit); provided that claims by Host for indemnity related to third-party claims as provided under Section 15(a) shall not be subject to such limit.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within 30 days after the date that a Party gives written notice of such Dispute to the other Party, except that a Party may seek injunctive relief to prevent irreparable harm without first proceeding or completing any dispute resolution proceedings.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by such courts and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall

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be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

City of Melrose
562 Main St
Melrose, MA 02176
Attention: City Solicitor Shannon Phillips
Email: sphillips@cityofmelrose.org

If to Provider:

Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: legal@solect.com

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law, and including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an exhibit hereto, the text of this Agreement shall govern.

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(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI)

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maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or of a subcontractor of the Provider who will work at the Premises. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): _____

Title: _____

Date: _____

City of Melrose

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Chelsea_____

Date: _____

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GLOSSARY OF TERMS

"Access Rights" means the rights more fully described in the Lease for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agreement" means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

"Applicable Law" means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

"Applicable Solar Program" means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SMART), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

"Avoided Energy Price" means the rate, expressed in $/kWh, set forth in Exhibit A for purposes of calculating any credits owed to Host pursuant to Section 5(b). The Year 1 Avoided Energy Price shall be the average applicable tariff rate per kWh, at the time of execution of the Power Purchase Agreement, that Host would have paid for full requirements delivered electric service (which shall include energy-related charges such as delivery, service, distribution, or taxes, but excluding demand and other related charges) from its Local Electric Utility, with a 3% annual escalation rate applied to each subsequent Guarantee Year.

"Business Day" means a day other than Saturday, Sunday, or other day on which commercial banks in Massachusetts are authorized or required by law to be closed.

"Capacity Value" means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE's Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction; if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

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"Change in Law" means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

"Commercial Operation Date" means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

"Confidential Information" means information of a confidential or proprietary nature, whether or not specifically marked as confidential. Such information shall include, but not be limited to, any documentation, records, listing, notes, data, computer disks, files or records, memoranda, designs, financial models, accounts, reference materials, trade-secrets, prices, strategic partners, marketing plans, strategic or other plans, financial analyses, customer names or lists, Project opportunities and the like, provided however that Confidential Information does not include information which (i) was in the possession of the receiving Party before receipt from the disclosing Party; (ii) is or becomes publicly available other than as a result of unauthorized disclosure by the receiving Party; (iii) is received by the receiving Party from a third party not known by the receiving Party with the exercise of reasonable diligence to be under an obligation of confidentiality respecting the information; or (iv) is independently developed by the receiving Party without reference to information provided by the disclosing Party; or, if applicable (v) is the subject of a lawful disclosure request under the Public Records Law, M.G.L. c.66, §10 or any other applicable public disclosure laws governing Host.

"Construction Start Date" means sixty (60) days after receipt of (i) executed interconnection agreement for the Project and (ii) all permits, which shall be extended day-by-day for Force Majeure Events.

"Delay Liquidated Damages" means the daily payment of (i) $0.250/day/kW, not to exceed $15/kW in the aggregate, if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date in accordance with and subject to Section 2(e).

"Dispute" means a controversy or claim arising out of or relating to this Agreement.

"Early Termination Amount" (a) for terminations occurring after the first to occur of transfer of the Project to a Financing Party or the Commercial Operation Date, means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes, provided however, (b) in the event Host becomes liable for payment of the Early Termination Amount prior to the first to occur of the events listed in (a), Host shall instead pay to Provider a termination payment equal to the sum of the following, not to exceed the Early Termination Amount for Year 1 set forth in Exhibit B: (1) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to third parties for permits, interconnection application fees and studies,

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SMART incentives and other Governmental Authority and Utility approvals; and (2) all fees, costs and expenses reasonably incurred which are either paid by Provider, or which Provider is obligated to pay and does pay, to subcontractors and suppliers as of the termination date for design, engineering and procurement of equipment and other materials included in the Project, including any battery energy storage system and including the expenses and cancellation charges reasonably incurred and paid by Provider in termination of contracts and purchase orders pertaining to the System and the Installation Work; and (3) charges for Provider's internal engineering manpower and materials reasonably expended developing the Project up to the termination date based on Provider's labor rate sheet attached hereto as Exhibit H, which may be reasonably adjusted for inflation (in writing) on an annual basis, and, in the case of the costs described in sub-clauses (1) and (2) only, plus an amount equal to eighteen percent (18%) of such costs.

"Effective Date" shall have the meaning assigned to such term in the recitals.

"Electric Service Provider" means any person, including the Local Electric Utility, authorized by the Commonwealth of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

"Environmental Attributes" means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

"Estimated Annual Production" means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

"Expiration Date" means the date on which the Agreement terminates by reason of expiration of the Term.

"Fair Market Value" means the price that would be paid in an arm's length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

"Financing Party" means a Project Lessor or Lender.

"Force Majeure Event" means any act or event that prevents the affected Party from performing it obligations in accordance with this Agreement, if such act or event is beyond the

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reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, declared state of emergency or public health emergency, pandemic, government mandated quarantine or travel ban, epidemic, terrorist acts, or rebellion; (iv) acts or omissions of Governmental Authorities, including the Local Electric Utility to the extent not caused by the action or inaction of Provider; and (v) strikes or labor disputes (except involving employees of the affected Party). Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

"Guaranteed Commercial Operation Date" means 270 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider's reasonable control.

"Hazardous Materials" means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import, under any Applicable Law.

"Host" means the entity identified as Host in the recitals, and all successors and assigns.

"Indemnified Person" means the person who asserts a right to indemnification under Section 15.

"Indemnifying Party" means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

"Initial Period" has the meaning provided in Section 2.

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"Installation Work" means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

"Installer" means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

"Land Registry" means the office where real estate records for the Site are customarily filed.

"Lease" has the meaning provided in the Recitals hereof.

"Lender" means persons providing construction or permanent financing to Provider in connection with installation of the Project.

"Liens" has the meaning provided in Section 8(c).

"Local Electric Utility" means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

"Losses" means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney's fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

"Net Metering" means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

"Net Metering Credit" shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

"Operations Period" has the meaning provided in Section 2.

"Operations Year" means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

"Party" means either Host or Provider, as the context shall indicate, and "Parties" means both Host and Provider, collectively.

"Point of Delivery" has the meaning set forth in Section 5(a) and Exhibit E.

"Premises" means the portions of the Site described on Exhibit D.

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"Production Excess" has the meaning set forth in Section 7(b)(i).

"Project" means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

"Project Lessor" means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

"Provider" means Solect Energy Development LLC.

"Relocation Event" means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

"Renewable Energy Certificate" or "REC" means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

"SMART Incentive Payment Effective Date" means the date on which the SMART incentive payment becomes effective as determined by the Local Electric Utility.

"Site" means the real property described on Exhibit C attached hereto.

"Tax Attributes" means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

"Term" shall have the meaning provided in Section 2 hereof.

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EXHIBIT A

ENERGY PURCHASE PRICES

The PPA $/kWh rates set forth in this Exhibit A are dependent on Provider's good faith assumptions around the Pricing Elements set forth below, and are in accordance with the rules of the PowerOptions Solar and Storage Program. The actual SMART Incentive Payment Rate will be established upon receipt of the SMART Statement of Qualification from Massachusetts Department of Energy Resources. Upon receipt of the Statement of Qualifications, Provider shall forward a copy to Host.

Block 10

SMART Incentive Amount	$0.05819
PPA Rate ($/kWh)	$0.182

Assumptions around Pricing Elements:

- Additional utility interconnection costs. Prices shown include budgeted interconnection costs and exclude costs (if any) for utility engineering studies or system upgrades.
- PPA Rate assumes Project is exempt from personal property tax.
- Prices shown do not include costs required to comply with additional site work, stormwater management infrastructure, environmental compliance or remediation, or Orders of Conditions, as required by local AHJ (i.e. Planning Board, Conservation Commissions).
- Federal investment tax credit amount will reflect the calendar year in which installation begins.
- Steel pricing for ground mounted or canopy structures. A change in price shall be considered material when the price of the applicable steel product or products changes by 5% percent or more between the Effective Date and the Construction Commencement Date based on the benchmark prices published by CME group U.S. Midwest Hot-Rolled Coil Index (CRU), https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.contractSpecs.html or such other steel index as is agreed with PowerOptions.

Variations:

Should the actual values of the Pricing Elements materially differ from the assumed values, Provider will prepare a Final PPA Rate in accordance with the rules of the PowerOptions Solar plus Storage program. Such Final PPA Rate will be provided to Host no later than 20 days prior to the Construction Start Date, and shall automatically take effect provided such Final PPA Rate does not exceed a Maximum PPA Rate of: $0.200 unless the parties have reached agreement on

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a Final PPA Rate that exceeds the Maximum PPA Rate as determined pursuant to the process described below.

If, upon receipt of all documentation necessary to establish a Final PPA Rate, the Provider determines that the Final PPA Rate exceeds the Maximum PPA Rate, the parties will cooperate in good faith to negotiate a PPA Rate acceptable to both parties. If, after fifteen (15) days, the Parties are not able to agree on an acceptable PPA Rate, Provider may, in its sole discretion, elect to (i) continue performance under this Agreement with the PPA Rate equal to the Maximum PPA Rate, or (ii) terminate this Agreement upon ten (10) days' written notice to Host. Upon a termination hereunder, Host shall reimburse Provider for Provider's direct costs incurred in performing under this Agreement between the Effective Date and the date of such termination.

AVOIDED ENERGY PRICE

The following table sets forth the "Avoided Energy Price" for purposes of calculating the amount on any credit due to the Host under the Performance Guarantee in Section 5(b), with a 2% annual escalation rate.

Guarantee Year	**Avoided Energy Price per kWh**
1	$0.20333
2	$0.20740
3	$0.21154
4	$0.21578
5	$0.22009
6	$0.22449
7	$0.22898
8	$0.23356
9	$0.23823
10	$0.24300
11	$0.24786
12	$0.25282
13	$0.25787
14	$0.26303
15	$0.26829
16	$0.27366
17	$0.27913
18	$0.28471
19	$0.29041
20	$0.29621

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EXHIBIT A-1

PILOT AMOUNTS

For purposes of this PPA, the PILOT Amount assumed for each year of the Term is equal to zero dollars ($0.00).

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EXHIBIT B

Early Termination Amounts are calculated to achieve the same net present value for the investor as if early termination had not happened and the project went to full term.

Subject to final PPA Prices in Exhibit A
EARLY TERMINATION AMOUNTS

Year	Early Termination Amount	Early Purchase
1	$265,445	**N/A**
2	$244,508	**N/A**
3	$223,318	**N/A**
4	$215,310	**N/A**
5	$193,573	**N/A**
6	$171,540	**N/A**
7	$149,196	$120,103
8	$139,970	**N/A**
9	$130,399	**N/A**
10	$120,461	$88,671
11	$112,663	**N/A**
12	$106,405	**N/A**
13	$99,936	**N/A**
14	$93,244	**N/A**
15	$86,318	$49,464
16	$78,259	**N/A**
17	$69,888	**N/A**
18	$61,187	**N/A**
19	$52,138	**N/A**
20	$42,724	**N/A**

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EXHIBIT C

DESCRIPTION OF SITE

Property Description: The real property located at 40 DAMON AVE, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 5321, Page 221, and in Book 6575, Page 390, and in Book 11349, Page 435.



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shown on Plan of Land in Melrose, Mass., belonging to City of Melrose and Clara M. Shepherdson, Frank Emerson, Engineer and Superintendent of Public Works, August 20, 1928, to be recorded herewith, together with all rights of the grantor in that part of said Ell Pond included between the extensions of the northerly and southerly boundary lines of the granted premises. WITNESS my hand and seal this day of January 25th, 1929. Clara M. Shepherdson (seal) COMMONWEALTH OF MASSACHUSETTS. Middlesex ss. January 25th, 1929. Then personally appeared the above named Clara M. Shepherdson and acknowledged the foregoing instrument to be her free act and deed, before me, George W. Rogers, Notary Public. (Notarial seal) My commission expires April 1st, 1932. - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded.

SEE PLAN NO. 72 OF 1929

CITY OF MELROSE TAKING

CITY OF MELROSE. In Board of Aldermen, December 28, 1928. Offered by Alderman Mary L. Barrows. BE IT ORDERED WHEREAS, public necessity and convenience require that the parcel of land hereinafter described be taken for school purposes, and a proper appropriation therefor has been made; and WHEREAS all parties interested have been notified and a hearing had in accordance with the law; NOW, THEREFORE, the City of Melrose hereby takes in fee for school purposes the following parcel of land situated in said MELROSE and bounded and described as follows: Beginning at a point on the easterly line of Hesseltine Avenue, said point being a cedar stake eighty-eight and twenty-four one-hundredths (88.24) feet north from an angle in said Hesseltine Avenue; thence turning, including an angle of 106° 57', and running easterly over land of Ruggles six hundred and fifty-seven one-hundredths (600.57) feet to land of Watkins; thence easterly, including an angle of 159° 43' 30", by said land of Watkins sixty-three and twenty-eight one-hundredths(63.28) feet to land now or late of Cochrane; thence northerly by said land of Cochrane three hundred seventy-two and ninety-six one-hundredths(372.96) feet to a drill hole; thence turning, including an angle of 97° 56' 57" and running westerly by land now or late of said Cochrane four hundred eighty-five and sixty-two one-hundredths (485.62) feet to land of O'Connell; thence southerly by lands of O'Connell and of MacKeil one hundred ten (110) feet; thence westerly by land of said MacKeil one hundred (100) feet to said easterly line of Hesseltine Avenue; thence southerly along said easterly line of Hesseltine Avenue eighty-seven and twenty-four one-hundredths (87.24) feet to said stake, and point of beginning, containing one hundred twenty-eight thousand two hundred and twelve

See plan opposite

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(128,212) square feet more or less. The above description is of a parcel of land situated east of Hesseltine Avenue, and is intended to conform with a plan of the same made by Frank Emerson, Engr. & Supt. Public Works of the City of Melrose, dated December 1, 1928, to be recorded herewith. No betterments are to be assessed in respect to this taking. No trees upon the said land nor any structures affixed thereto are included in this taking, and if there be any trees or structures upon said land, the owner thereof is hereby allowed ten days in which to remove the same. So far as known to this Board, Charles E. Ruggles is the owner of land hereby taken, and damages are hereby awarded to said owner in the sum of $8000.00. Passed Dec. 28, 1928. Alfred C. Malm, President of the Board of Aldermen. Dec. 28/1928. In Board of Aldermen. Ordained R. C. 9-0. Dec.31.'28. Victor C. Kirmes, Clerk. Order 18566-B. Approved. Albert M. Tibbetts, Mayor. -

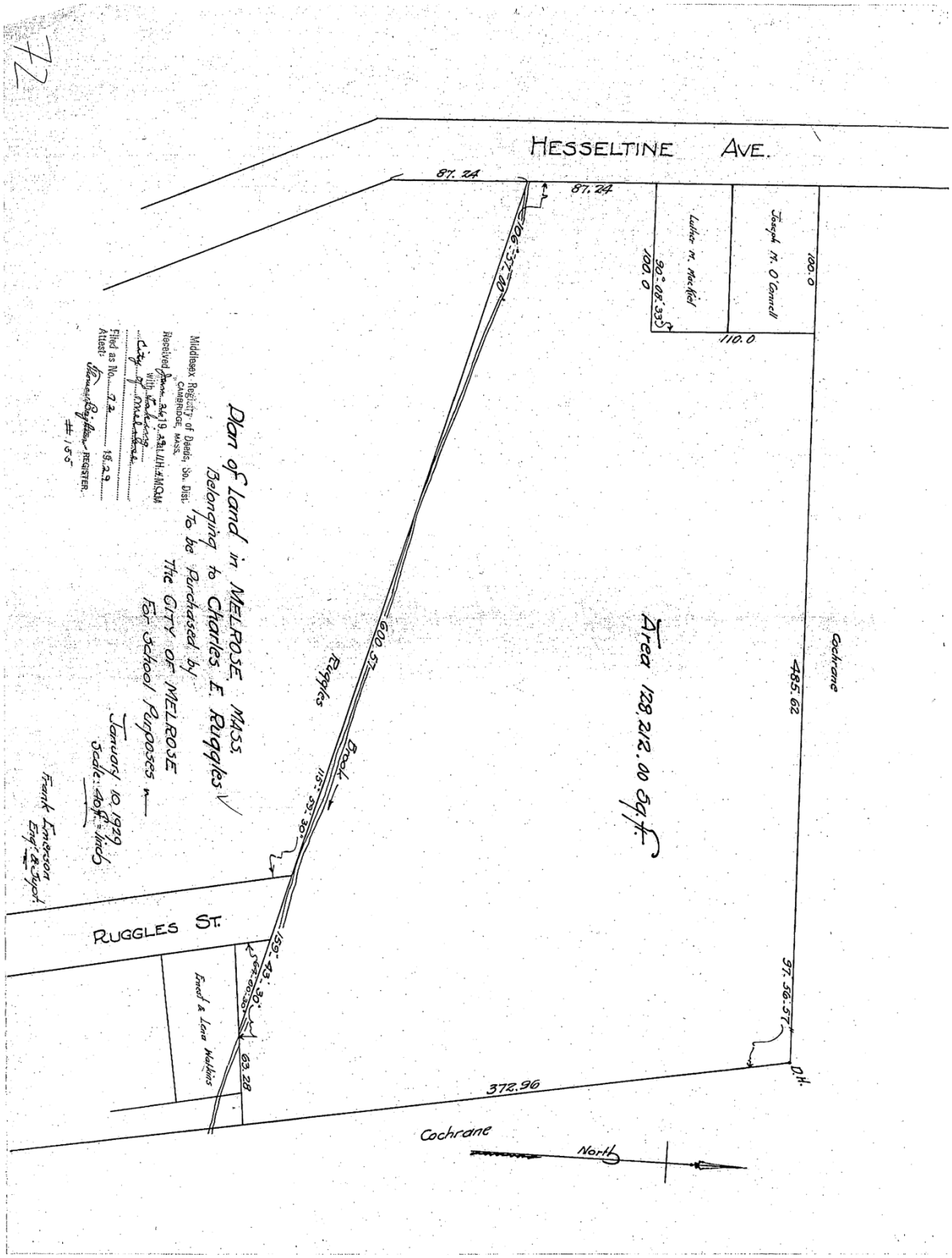
Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded. "Dec. 31,'28" interlined.

CITY OF MELROSE TAKING

CITY OF MELROSE. In Board of Aldermen, December 17th, 1928. Offered by Alderman Milano for the Highway Committee. BE IT ORDERED WHEREAS, public necessity and convenience requires that a public street or way should be laid out and constructed upon the parcel of land hereinafter described, and WHEREAS, all parties interested have been duly notified and a hearing had, in accordance with law, NOW, THEREFORE, the City of Melrose hereby takes for highway purposes the following parcel of land situated in said MELROSE and bounded and described as follows, to wit:- Beginning at a point on the easterly line of Wentworth Road, said point being sixteen (16) feet southerly from the dividing line of Lots 41 and 42 on a plan to be recorded herewith; thence north and easterly by a curve, radius one hundred nineteen and seven one-hundredths (119.07)feet, bearing to the right one hundred fifteen and eighty-nine one-hundredths (115.89) feet; thence easterly on a tangent to said curve one hundred twenty and nine one-hundredths (120.09) feet to the southerly line of Pine Street, as accepted; thence westerly on said southerly line of said Pine Street eighty-two and thirty-three one-hundredths (82.33) feet; thence northerly on the westerly end of said Pine Street, as accepted, thirty (30) feet to the northerly line of said Pine Street as accepted; thence westerly on the prolongation of said northerly line of Pine Street seventy-three and forty one-hundredths (73.40) feet to a curve; thence by said curve, radius eight and ninety-three one-hundredths (8.93) feet, bearing to the right eighteen and forty-six one-hundredths (18.46) feet

See plan opposite SEE PLAN NO. 73 OF 1929

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the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof. For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale. In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or part. Wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine. In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge interest thereon for sixty days beyond the date of repayment. WITNESS my hand and seal this 27th day of January 1942 John L. Donovan . THE COMMONWEALTH OF MASSACHUSETTS Middlesex,ss. Arlington, January 27, 1942. Then personally appeared the above-named John L. Donovan and acknowledged the foregoing instrument to be his free act and deed, before me, John G. Brackett Justice of the Peace My commission expires October 5, 1945. -

Middlesex ss. Jan. 28, 1942. 8h. 30m. A.M. Rec'd & Recorded.

CITY OF MELROSE

TAKING

CITY OF MELROSE In Board of Aldermen Jan. 19,1942

AN ORDER Taking of land on Damon Avenue for School Purposes. (Hesseltine Avenue School Lot)

Offered by Alderman Chester M. Cummings WHEREAS, public necessity and convenience require that the parcel of land hereinafter described shall be taken for school purposes. NOW, THEREFORE, the Board of Aldermen of the City of Melrose, acting for, and in behalf of, the said city under the provisions of Chapter 79 of the General Laws of the Commonwealth of Massachusetts, and all acts in amendments thereof or additional thereto, and under every other power it hereto enabling, hereby takes in

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fee for school purposes a certain parcel of land, now or formerly owned by Clarence Cochrane et al, and bounded and described as follows: Beginning at a point on the westerly line of Damon Avenue, said point being the P. C. of a curve and being one hundred thirty-three and sixty-eight one-hundredths (133.68) feet northerly from the P. C. at Ruggles Street; thence by said curve, radius five hundred twenty-eight and eighty-six one-hundredths (528.86) feet, bearing northerly and to the left one hundred five and forty-three one-hundredths (105.43) feet to a point on the westerly line of said Damon Avenue; thence northerly by said westerly line of Damon Avenue ten and eighty-three one-hundredths (10.83) feet to land now or formerly of Dawson; thence westerly by said land of Dawson twelve and seventy-seven one-hundredths (12.77) feet to land of the City of Melrose; thence southerly by land of said City of Melrose one hundred seventeen and twenty-nine one-hundredths (117.29) feet to the P. C. of a curve and point of beginning. The above description is of a parcel of land of Damon Avenue, known as Lot (A) and shown on plan entitled, "Plan of Damon Avenue in Melrose, Mass., dated January 26, 1929, John F. Rand C.E.", and recorded in the Middlesex South Registry of Deeds, Book 6285 Page 382. All structures and trees upon said parcel of land are included in this taking. No betterments are to be assessed for this improvement. The question of damages sustained by the owner or owners of the land taken in accordance with the foregoing having been duly considered, it is hereby determined that no damages have, or will be, sustained by reason of said taking and, therefore, none are awarded.

Jan. 19, 1942
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 0
Raymond H. Greenlaw
Clerk

Passed Jan. 19, 1942
Herman A. Black
President of the Board of Aldermen

Jan. 21, 1942
Approved
Carl A. Raymond
Mayor

Copy of Order No. 5325

A true copy, attest: Raymond H. Greenlaw City Clerk. (Corporate seal)

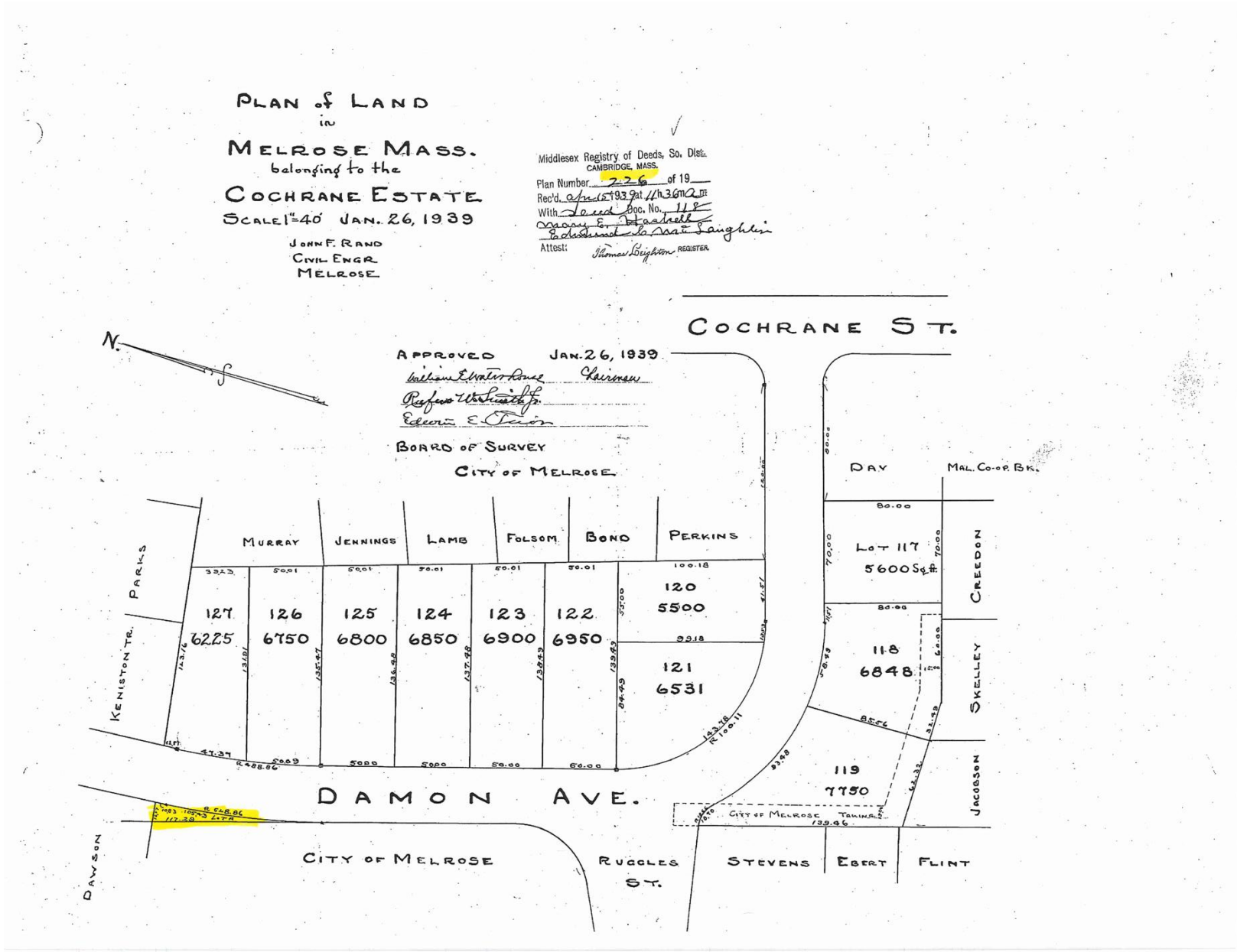
Middlesex ss. Jan. 28, 1942. 9h. 27m. A.M. Rec'd & Recorded.

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2 Brookline Federal Savings and Loan Association, formerly Coolidge Corner Co-operative Bank, a United States corporation doing business in Brookline, Norfolk County, Massachusetts, for consideration paid, grants to George Maynard Demmons of Newton, Middlesex County, Massachusetts, and Louise Kathryn Demmons, husband and wife, as tenants by the entirety, as follows, viz:- A certain lot or parcel of land with the buildings thereon situate on Austin Street in that part of said NEWTON, called Newtonville, shown as Lot #9 on a plan by E. S. Smillie, Surveyor,

BROOKLINE FEDERAL SAVS. AND LOAN ASSN.
to
DEMMONS et ux

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Form A-2 5M 11-65

RW 13-60

BK 11349 PG 435

CITY OF MELROSE

In Board of Aldermen June 19, 1967

AN ORDER Taking premises numbered 23 Hesseltine Avenue, Lots A^3 and B, adjacent to Horace Mann School, for school purposes

Offered by Alderman V. Edward Perkins for the Committee on Education, Health and Public Welfare

The duly elected and qualified Board of Aldermen of the City of Melrose, in the County of Middlesex, having complied with all the preliminary requirements prescribed for the purpose hereinafter set forth, and having made an appropriation of money for the purpose; and, it being necessary and desirable to acquire said land for said purpose, adopts the following order of taking:-

BE IT ORDERED

that, in accordance with the provisions of Chapter 79 of the General Laws, as amended, there be, and there hereby is, taken, on behalf of said city for school purposes, a certain parcel of land, being the premises numbered 23 Hesseltine Avenue, adjacent to the Horace Mann School, owned now, or formerly, by Charles A. Kane, and more particularly bounded and described as follows:-

Lot A^3 - B/T 131 PC. 89

Beginning at a point on the easterly line of Hesseltine Avenue, said point being thirty-six and twelve one hundredths (36.12) feet from an angle in said street, and being on the dividing line between land of Andrew C. and Mary A. Williams and land of Charles A.Kane; thence easterly along land of Andrew C. and Mary A. Williams one hundred twenty-one and twenty-one one hundredths (121.21) feet to land of Leonore H. Simonds; thence northwesterly along land of Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to land of Frank D. Rydant; thence westerly along land of said Frank D. Rydant forty-two and seventy one hundredths (42.70) feet to the easterly line of Hesseltine Avenue; thence southerly by said easterly line of Hesseltine Avenue one hundred and eight (108.00) feet to point of beginning and containing eleven thousand and eighty-eight (11,088) square feet and being Lot A^3 shown on Land Court Plan 484J F, filed with Land Court, Certificate ~~525h~~ in Book ~~139~~, Page ~~89~~ cancelled

" 60979 " 407 " 33

Lot B

Beginning at a point on the southerly dividing line of land belonging to Frank D. Rydant, said point being forty-two and seventy one hundredths (42.70) feet easterly from the easterly line of Hesseltine Avenue; thence easterly along said dividing line fifty-eight (58.00) feet to an angle; thence northerly by land of said Frank D. Rydant sixty (60.00) feet to land of Arnold C. and Barbara J. Wilson; thence easterly along land of said Arnold C. and Barbara J. Wilson fourteen and fifty one hundredths (14.50) feet to an angle; thence northerly along land of said Arnold C. and Barbara J. Wilson sixty (60.00) feet to land of City of Melrose; thence easterly along land of City of Melrose three hundred eighty-one and sixty-nine one hundredths (381.69) feet to the westerly line of Ruggles Street; thence southerly along said westerly line of Ruggles Street five (5.00) feet to land of Ellen E. Fogg; thence westerly by land of said Ellen E. Fogg

(continued)

MAY 30-67 AM 11:18 20SK * 13.00

SEE PLAN IN RECORD BOOK 11349 PAGE 435

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BK 11349 PG436

one hundred (100.00) feet to an angle; thence southerly along land of said Ellen E. Fogg and land of Dorothy L. Lightbown, land of Raymond F. and Lucie F. Risser and land of Max Solomon, one hundred and ninety (190.00) feet to land of Irving W. and Mildred N. Bray; thence westerly along land of said Irving W. and Mildred N. Bray forty-four (44.00) feet to land of Joseph S. and Mary Nutter; thence northerly along land of said Joseph S. and Mary Nutter forty (40.00) feet to an angle; thence westerly along land of said Joseph S. and Mary Nutter fifty and twenty-five one hundredths (50.25) feet to land of Leonore H. Simonds; thence northerly along land of said Leonore H. Simonds sixty-five (65.00) feet to an angle; thence westerly along land of said Leonore H. Simonds one hundred and two (102.00) feet to land of Charles A. Kane; thence northwesterly along land of said Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to point of beginning and containing fifty-nine thousand and forty (59,040) plus or minus square feet.

The foregoing descriptions are of two parcels of land in the City of Melrose shown on plan of same entitled, "Plan of Land in Melrose, Mass., showing land to be taken for school purposes, dated March 8, 1967, George R. Winters, Engineer and Superintendent, Melrose Public Works Department", to be recorded herewith.

The description given in this order of taking conforms to the deed of the parcel taken and the plan to be recorded herewith is a true survey of said parcel.

All trees and structures in said parcel of land are included in this taking. Interest in said land is taken in fee simple thereof.

We estimate and determine the damages sustained by the said Charles A. Kane, or his successors, in his, or their, property by reason of said taking to be in the amount of twenty-five thousand three hundred forty-two dollars and fifteen cents ($25,342.15) said amount including the sum of three hundred forty-two dollars and fifteen cents ($342.15) estimated to be equal to that portion of the tax, which it is estimated will be assessed upon said parcel in the year 1967, apportioned pro rata according to the number of days in said year after such taking. It being understood that if said Charles A. Kane is not such owner and entitled to such damages, the said award to be made to the true owner or owners.

The owner, or owners, of said land, or of any interest therein may request an offer pursuant to Section 8 A of Chapter 79 of the General Laws, of settlement of all damages for such taking within six months from the date when the right to damages vests; and may petition the Superior Court to determine their damages within two years from the date of the recording of this order of taking.

June 19, 1967
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 2
Paul J. Barter
Clerk

Passed June 19, 1967
David H. Schmidt, Jr.
President of the Board of Aldermen

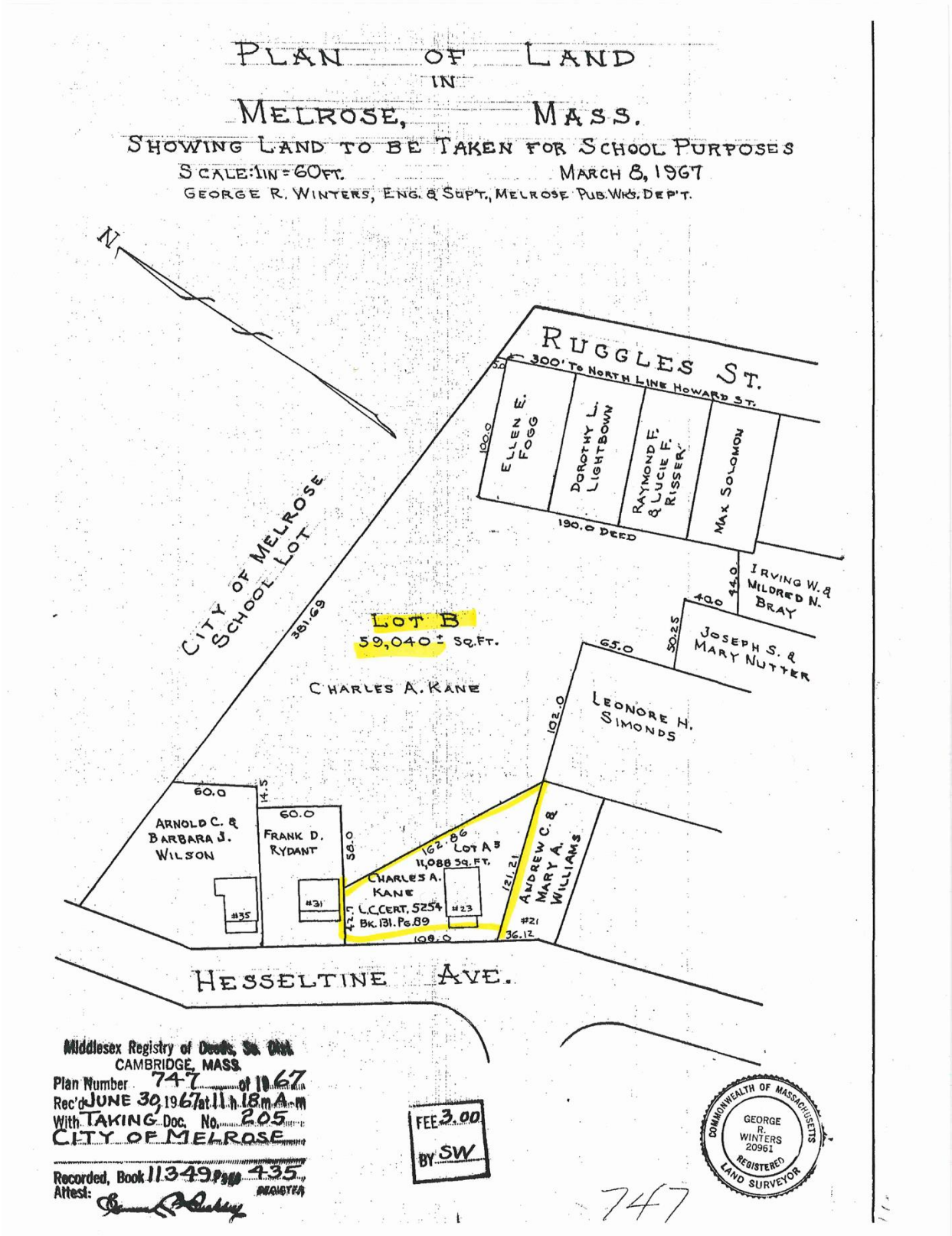
Approved June 21, 1967
Paul S. Vaitses, Jr.
Mayor

Copy of Order No, 15822-A

A true copy
Attest:

Paul J. Barter, City Clerk

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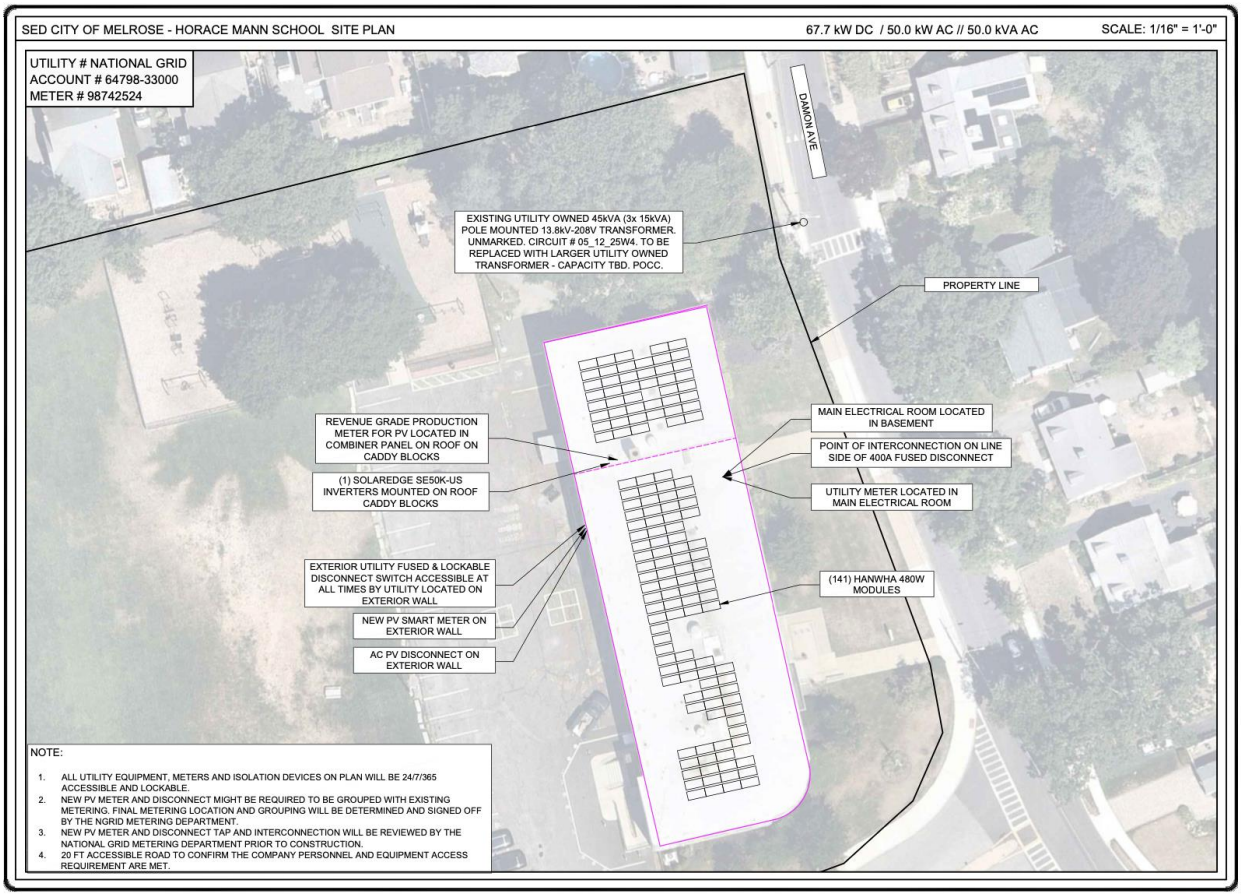
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EXHIBIT D

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.



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EXHIBIT E

DESCRIPTION OF PROJECT

Point of Delivery is the Local Electric Utility's meter.

The Project will be comprised of a series of solar photovoltaic equipment and parts integrated to the main electric service at the building, behind the utility meter, and interconnected to the Local Electric Utility's electricity distribution system. Main equipment components of the Project include:

- Roughly 141 x 480W Tier 1 Solar modules or equivalent
- Roughly 1 x solar inverters or equivalent
- Ballasted roof racking systems or equivalent
- Rapid shutdown system
- Solar kWh meter and monitoring system, connected to Host-provided internet service
- Combiners, Disconnects, Conduit, Switches, Pipe and Wire, and Balance of System materials.

Equipment list may change during the course of the Project

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EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to Project under the Agreement shall be as follows:

Year	Estimated Production (kWh)	Year	Estimated Production (kWh)
1	78,451	11	74,241
2	78,019	12	73,833
3	77,590	13	73,427
4	77,163	14	73,023
5	76,739	15	72,621
6	76,317	16	72,222
7	75,897	17	71,825
8	75,480	18	71,430
9	75,064	19	71,037
10	74,652	20	70,646

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the Project.

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EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars ($1,000,000) for each occurrence, and two million dollars ($2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) Both the Host and Provider general liability insurance coverage shall:

(i) Be endorsed to specify that the Provider's and Host's insurance is primary and that any insurance or self-insurance maintained by the Local Electric Utility shall not contribute with it.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than $1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion.

4. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance, as may be reasonably requested, including for purposes of compliance with any legal or regulatory authority or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

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Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: $1,000,000 for each occurrence and $2,000,000 aggregate.

- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.

- Auto coverage not less than one million dollars ($1,000,000) each accident for bodily injury and property damage, and x million dollars ($1,000,000) in the aggregate.

- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars ($1,000,000) and two million dollars ($2,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

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LEASE AGREEMENT

This Lease Agreement (this "**Lease**") is entered into as of _____, 20__, (the "**Effective Date**") by and between City of Melrose ("**Host**"), and Solect Energy Development LLC ("**Provider**") a limited liability company located in Hopkinton, Massachusetts (together, the "**Parties**").

WHEREAS, Host is a member of PowerOptions, Inc. ("**PowerOptions**"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate;

WHEREAS, Provider and PowerOptions have entered into an agreement governing the terms and conditions of Provider's participation in the PowerOptions Solar Programs;

WHEREAS, Host is the owner of the properties located and described in Exhibit A (the "**Site**" or the "**Property**") and desires to make a portion of the Site (said portion of the Site as more fully described in Exhibit B, the "**Premises**") available to Provider for the construction, operation and maintenance of a solar powered electric generating project (the "**Project"**); and

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated on or about the date hereof (as amended, modified and supplemented from time to time, the "**PPA**") describing the power sales arrangement between the Parties.

NOW, THEREFORE, in consideration of the promises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DEFINITIONS. Certain capitalized terms used in this Lease not defined herein shall have the meanings set forth in the GLOSSARY OF TERMS attached to the PPA.

2. TERM.

The Term of the Lease shall begin as of the Effective Date and shall continue until 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the SMART Incentive Payment Effective Date occurs. Notwithstanding, in the event that the PPA is terminated prior to the otherwise applicable end of term, this Lease shall also terminate; provided, however, that in the event that the PPA terminates early pursuant to Section 20(c) of the PPA (due to Host Event of Default), and Host does not pay the Early Termination Amount to the Provider, and Provider desires to continue use of the Premises under this Lease, then the Term of this Lease shall continue until the end of the term as set forth above. This Lease may be extended in accordance with the provisions for an extension of the PPA (as more specifically set forth in Section 2 of the PPA). For greater clarity, the parties hereby confirm that Provider shall also have access rights as described in Section 3 hereof, for removal of the Project pursuant to Section 9 (Removal at End of Term) hereof.

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3. LEASE RIGHTS.

(a) Lease Access Specifications; Easement Rights. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose set forth in this Lease (the "**Permitted Uses**"), and otherwise in accordance with the provisions of this Lease. The Premises are leased together with the following Access Rights with respect to the Site:

(i) Vehicular & Pedestrian Access. A non-exclusive easement for reasonable vehicular and pedestrian access across the Site to the Premises for the Permitted Uses. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right and easement to locate distribution utility and/or electrical lines, electrical equipment cables, and other related facilities, equipment and improvements across the Site. The location of any such lines and cables shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(iii) Solar Easement. An easement to receive direct sunlight and solar energy, pursuant to which Host shall not construct new buildings or structures or install rooftop equipment, or plant new trees or vegetation of any type which now or hereafter, in Provider's reasonable opinion, may be a hazard to the Project, overshadow or otherwise block or interfere with sunlight access to the Project at all hours of the day. The solar easement granted herein includes rights of unobstructed sunlight, and in furtherance thereof, the Parties have included provisions regarding trimming of vegetation and removal of obstructions which could impair insolation of the Project.

(iv) Interconnection Easement. An exclusive right to construct, operate, maintain, reconstruct, relocate, remove, and/or repair the electric utility service infrastructure and associated wires, lines and poles and other infrastructure necessary and convenient to interconnect the Project to the Local Electric Utility electrical distribution system, across portions of the Property to be determined by the Local Electric Utility, subject to the consent of Host and Provider, such consent not to be unreasonably withheld, conditioned or delayed. Provider shall bear all costs associated with interconnection, including fees, permits, taxes and charges.

(b) Quiet Enjoyment of Premises. Host hereby leases the Premises to Provider and Provider leases the Premises from Host for the Permitted Uses for the Term. Provided that Provider remains in compliance with its obligations under this Lease, Provider shall lawfully and

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quietly have, hold, occupy and enjoy the Premises, use of the Easements and Access Rights, and any other rights granted by this Lease twenty-four hours a day, seven days a week, for the entire Term free of any claim of any person of superior title thereto without hindrance, interruption, suit, or interference of any kind by Host or any other person or entity claiming (whether at law or in equity) by, through, or under Host.

(c) Access to Premises. For the Term of this Lease, Host hereby grants to Provider the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Lease, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Lease and for so long as needed after termination to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Property that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take reasonable steps to limit access to the Project to prevent theft, damage, vandalism and injury. Host and Provider agree to cooperate to determine if any commercially reasonable security measures are required at the Property. Provider shall have the right to provide and install such reasonable security measures, as Host and Provider deem in their reasonable discretion, are or may be necessary for the protection of the Project or to prevent injury or damage to persons or property, subject in all cases to Host's normal security procedures and Provider's Access Rights.

(e) Storage Space. Host shall provide temporary space at the Property for the storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, service events during the Term, or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation.

(f) Recording. Provider may record a Notice of this Lease in substantially the same form attached hereto as Exhibit C in the land records regarding its Access Rights under this Lease.

4. HAZARDOUS MATERIALS; SITE SECURITY; SITE CONDITIONS.

(a) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced and negligently released by Provider or Installer. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable

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Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Lease. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and causes to be delivered to Provider from an authorized Governmental Authority or a qualified independent expert a written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer and released as a result of the negligence of Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical.

(b) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to the Property. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(c) Host shall not be required to make any repairs or alterations in or to the Site, except as follows: Complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) The Parties agree that Provider shall not be liable for any conditions on the Site arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to Provider's negligence or willful misconduct or to the extent that such conditions on the Site are exacerbated by the Provider or Installer.

5. CONSTRUCTION; OPERATION OF PERMITTED USES; ROOF.

(a) Provider and its contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times to the Site for the Permitted Uses, and to any documents, materials and records of Host relating to the Site that Provider reasonably requests in conjunction with these activities. Provider, and its contractors, agents, consultants and representatives shall comply with Host's reasonable safety and security and operational procedures (as may be promulgated from time to time), and Provider and its contractors, agents, consultants and representatives shall conduct such activities in such a manner and at such a time and day as to cause minimum interference with Host's activities at the Site.

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(b) Provider shall operate, maintain, and repair the Project in a manner that will not obstruct or interfere with Host's use of the Site or the rights of any other occupants of the Site, to the extent such rights are disclosed to Provider.

(c) For rooftop projects only:

(i) Provider shall install the Project in a manner that will not void the roof warranty, provided Host has provided such warranty, in writing

(ii) The Parties agree to the following with respect to repairs to the roof to be made prior to the commencement of construction: Host shall perform complete roof replacement that will be "Solar Ready" prior to Project installation.

(d) Host has provided to Provider Host's available records of the physical condition of the Premises which, to the best of Host's knowledge, are complete and correct. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project is to be installed, are materially different from the information provided by Host, then the Parties shall negotiate in good faith to adjust the rates payable by Host in order to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions and, if the parties cannot agree to a good faith rate adjustment after thirty (30) days, Provider shall have the right to terminate this Lease and the PPA.

(e) Except with the prior express written consent of Host, Provider shall not use the Premises for any use other than the Permitted Uses.

(f) During the course of construction and completion of the Project and any substantial alteration thereto, Provider shall maintain all plans, shop drawings, and specifications relating to such construction which Host, its agents or representatives may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the PPA and this Lease.

(g) Host has been informed by Provider and acknowledges that the presence of and construction and operation of the Project and other activities related to the development, operation and decommissioning of the Project may potentially result in some nuisance to Host, such as visual impact. Host hereby accepts such nuisance and waives any right that Host may have to object to such nuisance and Host releases Provider from any claims Host may have with respect to any such nuisance, provided the Project as built is consistent with the site plan and specifications attached hereto, as amended from time to time, or otherwise approved by Host, which approval shall not be unreasonably withheld, conditioned or delayed.

(h) For rooftop projects only, Host shall, at its sole cost and expense, throughout the Term, maintain, repair and replace in a good and workmanlike manner as and when necessary, the building on which the Project is installed, including all building structural portions, and portions of the Property subject to Access Rights. Host shall perform all maintenance, repairs and replacements required under this subsection (h) (collectively, the "**Maintenance**") promptly after

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Host learns of the need for such Maintenance, but in any event within thirty (30) days after Provider gives written notice to Host of the need for such Maintenance, and shall coordinate any Maintenance with Provider if such Maintenance requires access to the Premises; provided, however, that in cases of emergency, Host shall perform Maintenance as soon as reasonably practicable after it learns of the need for such Maintenance. Host shall reimburse Provider for any damage to the Project caused by Host's Maintenance activities.

(i) Provider covenants and agrees to perform all work, including the construction, alteration (if permitted), repair and maintenance of the Project in a good and workmanlike manner and in such a way as to minimize noise, dust and interference with the operation, use and enjoyment of the Property by Host, or by other tenants, visitors or users of the Property.

(j) Provider shall, at Provider's expense, comply with all laws and regulations applicable to Provider's installation and operation of the Project at the Property, and shall be responsible for obtaining all permits or approvals required by any applicable authority in order to construct and operate the Project, and to comply, at all times during the term of this Lease, with all such permits and approvals.

(k) Provider covenants and agrees to keep the Project in good order, repair and condition throughout the Term, and to promptly and adequately repair all damage to the Premises and the Property caused by Provider or the Project. During the Term, any and all installation and construction work performed on the Property by Provider shall be conducted in a manner to comply with any requirements of any roof warranty delivered to Provider by Host (provided, however, in the event of a roof warranty that is not existing as of the Effective Date, Provider shall comply with such requirements to the extent that they do not interfere with Provider's use of the Project).

(l) Provider shall not bring into or install or keep on the Premises, any objects, including the Project, the weight of which, singularly or in the aggregate, would exceed the maximum load per square foot of the building and/or roof of the building and taking into account snow loads and all other equipment located on the roof, as required by local building code. Provider shall engage an engineer licensed and qualified where the Project is located to certify the same to Host before Provider shall install, affix or place any part of the Project upon the Premises, with a copy of such certification to be provided to the Host.

(m) The Provider shall not make any alterations, improvements and/or additions to the Site, except as shown on the plans approved by Host as of the Effective Date, without first obtaining, in each instance, the written consent of the Host, which consent shall not be unreasonably withheld, delayed or conditioned.

(n) Provider acknowledges and agrees that the Premises are being leased by Provider in their condition as of the delivery date, "As Is," without representation or warranty except for the express representations and warranties made by Host in this Lease and in the PPA, and Provider hereby waives any implied warranty that the Site is habitable or suitable for Provider's intended purposes or any other particular purpose. Provider acknowledges that Provider has inspected the Premises, and that by commencing construction of the Project, Provider will be deemed to have

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found the same satisfactory. Provider agrees that Host is under no obligation to perform any work or provide any materials to prepare the Premises for Provider, except as set forth in Section 4(c) of this Lease.

6. RENT. In lieu of monetary rent, the consideration for this Lease is the terms of the PPA.

7. INTENTIONALLY OMITTED.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES.

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval. Host shall cooperate in good faith with Provider and shall execute any such applications promptly upon request by Provider, and shall not unreasonably oppose or interfere with Provider in such regard. Provider shall provide Host with copies of all permits obtained in the approval process of the Project.

In furtherance of the above, Host hereby authorizes Provider to file with such federal, state and local authorities as Provider deems appropriate, and in the name of Host, Provider or both, as Provider deems appropriate (i) one or more applications to obtain any zoning relief regarding the Property or portions thereof as may be necessary and/or desirable to develop, construct and operate the Project on the Premises; and (ii) one or more applications to obtain construction, use or occupancy permits for the Project or any portion thereof.

(b) Project Ownership. Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens" and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property

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of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Lease from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage, deed of trust, fixture filing or ground lease or similar encumbrance (a "**Mortgage**," and the holder thereof from time to time the "**Holder**") encumbering the Property, whether executed and delivered prior to or subsequent to the date of this Lease, Host shall, promptly upon request of Provider, use commercially reasonable efforts to cause the Holder of any such Mortgage to enter into a mutually agreeable nondisturbance agreement, which provides that (i) this Lease is subordinate to the Mortgage (unless the Holder shall elect otherwise); (ii) in the event that the Holder or any other party shall succeed to the interest of Host (such Holder or other party, a "Successor"), at the election of the Holder or Successor, Provider shall attorn to the Holder or Successor and this Lease shall continue in full force and effect between the Holder or Successor and Lessee; (iii) in the event of foreclosure of the Mortgage, so long as the Provider is not in default with the Lease after any applicable cure period, Holder agrees to recognize the rights of the Provider under this Lease, including Provider's Access Rights and the priority of Provider's (and/or Financing Party's rights) in the Project; and (iv) Holder or Successor recognizes that the ownership of the Project remains in Provider and acknowledges that the Project is personal property of Provider. Such nondisturbance agreement shall be substantially in the form attached hereto as Exhibit D or in the form customarily used by Holder, and it shall be recorded, at Host's expense, in the appropriate Land Registry. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises.

9. REMOVAL AT END OF TERM.

Subject to Host's exercise of its purchase option under Section 9(a) or 9(b) of the PPA, upon the expiration or earlier termination of the Lease, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than one hundred eighty (180) days after the Expiration Date, which may be extended on a day to day basis if the circumstances warrant and are agreeable to the Parties. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 3 (Lease Rights) and Section 16 (Representations and Warranties) shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost.

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10. RELOCATION; CLOSURE OR SALE OF SITE.

Sections 10(c) (Relocation) and 10(e) (Sale of Site) of the PPA are incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

11. TAXES.

Section 11 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease.

12. INSURANCE.

Section 12 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS; RIGHT TO INSPECT AND ENTER.

(a) Cooperation. Section 13(a) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein. Additionally, Host shall execute and deliver to Provider and/or the Local Electric Utility any agreements required by Local Electric Utility for the interconnection of the Project with the Local Electric Utility's distribution system.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee, invitee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, or engage in any activities on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project. Further, Host shall maintain the Premises in a manner which allows for full unobstructed passage of sunlight to the Project, including removing or trimming vegetation or other objects causing shading of the Premises. Provided, however, for rooftop projects, Host may construct, reconstruct, modify, or alter the Premises so long as such activities do not interfere (including shading) with the operation of the Project. Host's failure to comply with its obligations in this section 13(b) shall be a material breach. Provided, however, Host shall have thirty (30) days to cure such breach.

(c) Provider's Right to Remove. The parties hereby acknowledge that Provider shall have the right (but shall not be obligated) to trim or remove, at Host's reasonable cost, any trees or other vegetation now or hereafter on the Site which now or hereafter in the reasonable opinion of Provider may overshadow or otherwise block or interfere with access of sunlight to the Project.

(d) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall use commercially reasonable efforts to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the

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expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) five years or (ii) the remaining term of this Lease without regard to Host's option to purchase the Project.

(e) Right to Inspect and Enter. Host and its agents, consultants, and representatives shall have reasonable access to the Premises at all reasonable times, subject to Provider's reasonable safety, security, and operational rules and, except for emergency situations, subject to Provider's consent which shall be obtained at least 5 business days prior and such consent not to be unreasonably withheld, conditioned or delayed, to inspect the Premises for the purpose of ascertaining its condition and to carry out such maintenance and repairs to Host's property and equipment as may be required; provided, however, that such access shall not interfere with Provider's performance of its obligations hereunder; and provided, further, that neither Host nor any of its agents, employees, consultants, contractors or representatives shall operate, touch or perform any repair or maintenance to the Project.

14. PRESS RELEASES AND CONFIDENTIALITY.

Section 14 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

15. INDEMNIFICATION.

Section 15 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

16. REPRESENTATIONS AND WARRANTIES.

Section 16 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

17. FORCE MAJEURE; CASUALTY.

Section 17 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

18. INTENTIONALLY OMITTED.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Section 19(a) (Provider Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Provider Event of Default, Host may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

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20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Section 20(a) (Host Events of Default) of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(b) Remedies. Upon the occurrence of a Host Event of Default, Provider may, at its option, terminate this Lease, and shall be entitled to exercise any and all rights and remedies available under this Lease, at law or in equity.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

Section 21 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

22. LIMITATIONS ON DAMAGES.

Section 22 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

23. DISPUTE RESOLUTION.

Section 23 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

24. NOTICES.

Section 24 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

25. MISCELLANEOUS.

Section 25 of the PPA is incorporated as if fully set forth herein, and any references to the PPA shall apply to the Lease as used therein.

(rest of page left blank intentionally – signatures appear on next page)

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IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Lease as of the date first set forth above.

Solect Energy Development LLC, a Massachusetts limited liability company

By: _____

Name (printed): _____

Title: _____

HOST, City of Melrose

By: _____

Name (printed): Paul Brodeur_____

Title: Mayor, City of Melrose_____

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EXHIBIT A to Lease Agreement

DESCRIPTION OF SITE

Property Description: The real property located at 40 DAMON AVE, Melrose, MA described below (the "Property").

For Landlord's title see Deed recorded with the Middlesex South Registry of Deeds/Land Records in Book 5321, Page 221, and in Book 6575, Page 390, and in Book 11349, Page 435.



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5321

5321 - 221

shown on Plan of Land in Melrose, Mass., belonging to City of Melrose and Clara M. Shepherdson, Frank Emerson, Engineer and Superintendent of Public Works, August 20, 1928, to be recorded herewith, together with all rights of the grantor in that part of said Ell Pond included between the extensions of the northerly and southerly boundary lines of the granted premises. WITNESS my hand and seal this day of January 25th, 1929. Clara M. Shepherdson (seal) COMMONWEALTH OF MASSACHUSETTS. Middlesex ss. January 25th, 1929. Then personally appeared the above named Clara M. Shepherdson and acknowledged the foregoing instrument to be her free act and deed, before me, George W. Rogers, Notary Public. (Notarial seal) My commission expires April 1st, 1932. - - - - - - - - - - - - - - - - -

Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded.

SEE PLAN NO. 72 OF 1929

CITY OF MELROSE. In Board of Aldermen, December 28, 1928. Offered by Alderman Mary L. Barrows. BE IT ORDERED WHEREAS, public necessity and convenience require that the parcel of land hereinafter described be taken for school purposes, and a proper appropriation therefor has been made; and WHEREAS all parties interested have been notified and a hearing had in accordance with the law; NOW, THEREFORE, the City of Melrose hereby takes in fee for school purposes the following parcel of land situated in said MELROSE and bounded and described as follows: Beginning at a point on the easterly line of Hesseltine Avenue, said point being a cedar stake eighty-eight and twenty-four one-hundredths (88.24) feet north from an angle in said Hesseltine Avenue; thence turning, including an angle of 106° 57', and running easterly over land of Ruggles six hundred and fifty-seven one-hundredths (600.57) feet to land of Watkins; thence easterly, including an angle of 159° 43' 30", by said land of Watkins sixty-three and twenty-eight one-hundredths(63.28) feet to land now or late of Cochrane; thence northerly by said land of Cochrane three hundred seventy-two and ninety-six one-hundredths(372.96) feet to a drill hole; thence turning, including an angle of 97° 56' 57" and running westerly by land now or late of said Cochrane four hundred eighty-five and sixty-two one-hundredths (485.62) feet to land of O'Connell; thence southerly by lands of O'Connell and of MacKeil one hundred ten (110) feet; thence westerly by land of said MacKeil one hundred (100) feet to said easterly line of Hesseltine Avenue; thence southerly along said easterly line of Hesseltine Avenue eighty-seven and twenty-four one-hundredths (87.24) feet to said stake, and point of beginning, containing one hundred twenty-eight thousand two hundred and twelve

CITY OF MELROSE TAKING

See plan opposite

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5321

222

(128,212) square feet more or less. The above description is of a parcel of land situated east of Hesseltine Avenue, and is intended to conform with a plan of the same made by Frank Emerson, Engr. & Supt. Public Works of the City of Melrose, dated December 1, 1928, to be recorded herewith. No betterments are to be assessed in respect to this taking. No trees upon the said land nor any structures affixed thereto are included in this taking, and if there be any trees or structures upon said land, the owner thereof is hereby allowed ten days in which to remove the same. So far as known to this Board, Charles E. Ruggles is the owner of land hereby taken, and damages are hereby awarded to said owner in the sum of $8000.00. Passed Dec. 28, 1928. Alfred C. Malm, President of the Board of Aldermen. Dec. 28/1928. In Board of Aldermen. Ordained R. C. 9-0. Dec.31.'28. Victor C. Kirmes, Clerk. Order 18566-B. Approved. Albert M. Tibbetts, Mayor. -

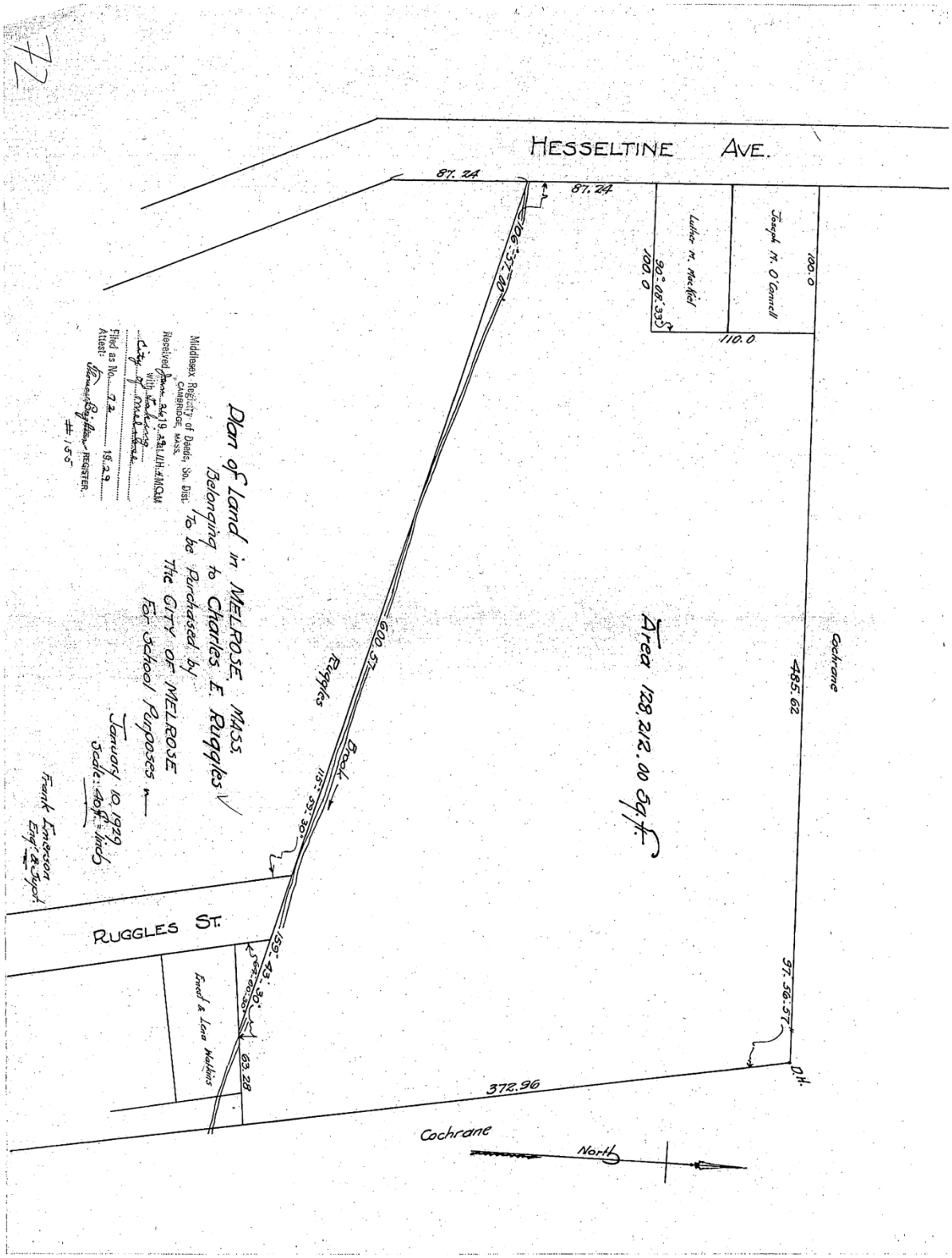
Middlesex ss. Jan. 26, 1929. 11h. 4m. A.M. Rec'd & Recorded. "Dec. 31,'28" interlined.

CITY OF MELROSE TAKING

CITY OF MELROSE. In Board of Aldermen, December 17th, 1928. Offered by Alderman Milano for the Highway Committee. BE IT ORDERED WHEREAS, public necessity and convenience requires that a public street or way should be laid out and constructed upon the parcel of land hereinafter described, and WHEREAS, all parties interested have been duly notified and a hearing had, in accordance with law, NOW, THEREFORE, the City of Melrose hereby takes for highway purposes the following parcel of land situated in said MELROSE and bounded and described as follows, to wit:- Beginning at a point on the easterly line of Wentworth Road, said point being sixteen (16) feet southerly from the dividing line of Lots 41 and 42 on a plan to be recorded herewith; thence north and easterly by a curve, radius one hundred nineteen and seven one-hundredths (119.07)feet, bearing to the right one hundred fifteen and eighty-nine one-hundredths (115.89) feet; thence easterly on a tangent to said curve one hundred twenty and nine one-hundredths (120.09) feet to the southerly line of Pine Street, as accepted; thence westerly on said southerly line of said Pine Street eighty-two and thirty-three one-hundredths (82.33) feet; thence northerly on the westerly end of said Pine Street, as accepted, thirty (30) feet to the northerly line of said Pine Street as accepted; thence westerly on the prolongation of said northerly line of Pine Street seventy-three and forty one-hundredths (73.40) feet to a curve; thence by said curve, radius eight and ninety-three one-hundredths (8.93) feet, bearing to the right eighteen and forty-six one-hundredths (18.46) feet

See plan opposite SEE PLAN NO. 73 OF 1929

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the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof. For any breach of the statutory condition or for any breach of any condition of this mortgage the Mortgagee shall have the statutory power of sale. In the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, in the same manner as with the Mortgagor, without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the debt hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein, either in whole or part. Wherever the words Mortgagor and Mortgagee are used herein they shall include their several heirs, executors, administrators, successors, grantees and assigns subject to the limitations of law and of this instrument, and if the context requires, the words Mortgagor and Mortgagee and the pronouns referring to them shall be construed as plural, neuter or feminine. In case this loan is paid in full within one year from the date hereof, the Bank reserves the right to charge interest thereon for sixty days beyond the date of repayment. WITNESS my hand and seal this 27th day of January 1942 John L. Donovan . THE COMMONWEALTH OF MASSACHUSETTS Middlesex,ss. Arlington, January 27, 1942. Then personally appeared the above-named John L. Donovan and acknowledged the foregoing instrument to be his free act and deed, before me, John G. Brackett Justice of the Peace My commission expires October 5, 1945. -

Middlesex ss. Jan. 28, 1942. 8h. 30m. A.M. Rec'd & Recorded.

CITY OF MELROSE

TAKING

CITY OF MELROSE In Board of Aldermen Jan. 19,1942

AN ORDER Taking of land on Damon Avenue for School Purposes. (Hesseltine Avenue School Lot)

Offered by Alderman Chester M. Cummings WHEREAS, public necessity and convenience require that the parcel of land hereinafter described shall be taken for school purposes. NOW, THEREFORE, the Board of Aldermen of the City of Melrose, acting for, and in behalf of, the said city under the provisions of Chapter 79 of the General Laws of the Commonwealth of Massachusetts, and all acts in amendments thereof or additional thereto, and under every other power it hereto enabling, hereby takes in

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6575

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fee for school purposes a certain parcel of land, now or formerly owned by Clarence Cochrane et al, and bounded and described as follows: Beginning at a point on the westerly line of Damon Avenue, said point being the P. C. of a curve and being one hundred thirty-three and sixty-eight one-hundredths (133.68) feet northerly from the P. C. at Ruggles Street; thence by said curve, radius five hundred twenty-eight and eighty-six one-hundredths (528.86) feet, bearing northerly and to the left one hundred five and forty-three one-hundredths (105.43) feet to a point on the westerly line of said Damon Avenue; thence northerly by said westerly line of Damon Avenue ten and eighty-three one-hundredths (10.83) feet to land now or formerly of Dawson; thence westerly by said land of Dawson twelve and seventy-seven one-hundredths (12.77) feet to land of the City of Melrose; thence southerly by land of said City of Melrose one hundred seventeen and twenty-nine one-hundredths (117.29) feet to the P. C. of a curve and point of beginning. The above description is of a parcel of land of Damon Avenue, known as Lot (A) and shown on plan entitled, "Plan of Damon Avenue in Melrose, Mass., dated January 26, 1929, John F. Rand C.E.", and recorded in the Middlesex South Registry of Deeds, Book 6285 Page 382. All structures and trees upon said parcel of land are included in this taking. No betterments are to be assessed for this improvement. The question of damages sustained by the owner or owners of the land taken in accordance with the foregoing having been duly considered, it is hereby determined that no damages have, or will be, sustained by reason of said taking and, therefore, none are awarded.

Jan. 19, 1942
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 0
Raymond H. Greenlaw
Clerk

Passed Jan. 19, 1942
Herman A. Black
President of the Board of Aldermen

Jan. 21, 1942
Approved
Carl A. Raymond
Mayor

Copy of Order No. 5325

A true copy, attest: Raymond H. Greenlaw City Clerk. (Corporate seal)

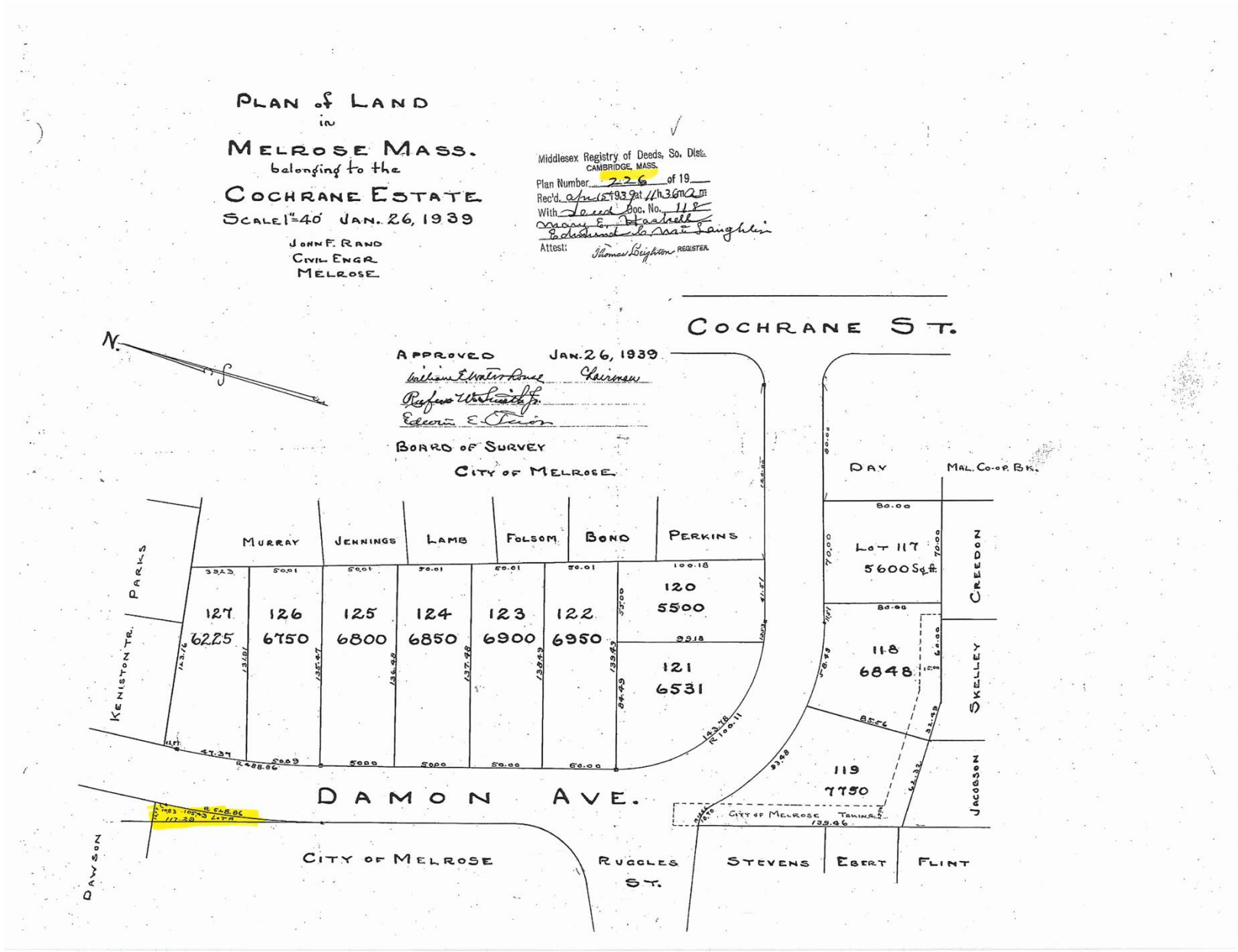
Middlesex ss. Jan. 28, 1942. 9h. 27m. A.M. Rec'd & Recorded.

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2 Brookline Federal Savings and Loan Association, formerly Coolidge Corner Co-operative Bank, a United States corporation doing business in Brookline, Norfolk County, Massachusetts, for consideration paid, grants to George Maynard Demmons of Newton, Middlesex County, Massachusetts, and Louise Kathryn Demmons, husband and wife, as tenants by the entirety, as follows, viz:- A certain lot or parcel of land with the buildings thereon situate on Austin Street in that part of said NEWTON, called Newtonville, shown as Lot #9 on a plan by E. S. Smillie, Surveyor,

BROOKLINE FEDERAL SAVS. AND LOAN ASSN.
to
DEMMONS et ux

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)


PLAN of LAND
in
MELROSE MASS.
belonging to the
COCHRANE ESTATE
SCALE 1"=40' JAN. 26, 1939
JOHN F. RAND
CIVIL ENGR
MELROSE
Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 236 of 19
Rec'd. April 5 1939 at 11h 36m P.M.
With Deed Boc. No. 118
Mary E. Hazlett
Bdsd'mnd to State Laughlin
Attest: Thomas Leighton REGISTER
N.
COCHRANE ST.
APPROVED JAN. 26, 1939
William E. Waterhouse Chairman
Rufus W. Smith
Edwin E. Olson
BOARD of SURVEY
CITY of MELROSE
DAY
MAL. Co-op. Bk.
MURRAY
JENNINGS
LAMB
FOLSOM
BOND
PERKINS
PARKS
KENISTON TR.
127
6225
126
6750
125
6800
124
6850
123
6900
122
6950
120
5500
121
6531
Lot 117
5600 Sq. ft.
118
6848
CREEDON
SKELLEY
119
7750
JACOBSON
DAMON AVE.
CITY of MELROSE
RUGGLES ST.
STEVENS
EBERT
FLINT
DAWSON
CITY of MELROSE Taking
139.66

Form A-2 5M 11-65

RW 13-L 0

BK 11349 PG 435

CITY OF MELROSE

In Board of Aldermen June 19, 1967

AN ORDER Taking premises numbered 23 Hesseltine Avenue, Lots A^3 and B, adjacent to Horace Mann School, for school purposes

Offered by Alderman V. Edward Perkins for the Committee on Education, Health and Public Welfare

The duly elected and qualified Board of Aldermen of the City of Melrose, in the County of Middlesex, having complied with all the preliminary requirements prescribed for the purpose hereinafter set forth, and having made an appropriation of money for the purpose; and, it being necessary and desirable to acquire said land for said purpose, adopts the following order of taking:-

BE IT ORDERED

that, in accordance with the provisions of Chapter 79 of the General Laws, as amended, there be, and there hereby is, taken, on behalf of said city for school purposes, a certain parcel of land, being the premises numbered 23 Hesseltine Avenue, adjacent to the Horace Mann School, owned now, or formerly, by Charles A. Kane, and more particularly bounded and described as follows:-

Lot A^3 - Plan 131 of 60

Beginning at a point on the easterly line of Hesseltine Avenue, said point being thirty-six and twelve one hundredths (36.12) feet from an angle in said street, and being on the dividing line between land of Andrew C. and Mary A. Williams and land of Charles A. Kane; thence easterly along land of Andrew C. and Mary A. Williams one hundred twenty-one and twenty-one one hundredths (121.21) feet to land of Leonore H. Simonds; thence northwesterly along land of Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to land of Frank D. Rydant; thence westerly along land of said Frank D. Rydant forty-two and seventy one hundredths (42.70) feet to the easterly line of Hesseltine Avenue; thence southerly by said easterly line of Hesseltine Avenue one hundred and eight (108.00) feet to point of beginning and containing eleven thousand and eighty-eight (11,088) square feet and being Lot A^3 shown on Land Court Plan 484J F, filed with Land Court, Certificate ~~525~~ in Book ~~138~~, Page ~~89~~ amended

" 60979 " 407 " 33

Lot B

Beginning at a point on the southerly dividing line of land belonging to Frank D. Rydant, said point being forty-two and seventy one hundredths (42.70) feet easterly from the easterly line of Hesseltine Avenue; thence easterly along said dividing line fifty-eight (58.00) feet to an angle; thence northerly by land of said Frank D. Rydant sixty (60.00) feet to land of Arnold C. and Barbara J. Wilson; thence easterly along land of said Arnold C. and Barbara J. Wilson fourteen and fifty one hundredths (14.50) feet to an angle; thence northerly along land of said Arnold C. and Barbara J. Wilson sixty (60.00) feet to land of City of Melrose; thence easterly along land of City of Melrose three hundred eighty-one and sixty-nine one hundredths (381.69) feet to the westerly line of Ruggles Street; thence southerly along said westerly line of Ruggles Street five (5.00) feet to land of Ellen E. Fogg; thence westerly by land of said Ellen E. Fogg

(continued)

SEE PLAN IN RECORD BOOK 11349 PAGE 435

MAY 30-67 AM 11:18 205K $13.00

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BK 11349 PG436

one hundred (100.00) feet to an angle; thence southerly along land of said Ellen E. Fogg and land of Dorothy L. Lightbown, land of Raymond F. and Lucie F. Risser and land of Max Solomon, one hundred and ninety (190.00) feet to land of Irving W. and Mildred N. Bray; thence westerly along land of said Irving W. and Mildred N. Bray forty-four (44.00) feet to land of Joseph S. and Mary Nutter; thence northerly along land of said Joseph S. and Mary Nutter forty (40.00) feet to an angle; thence westerly along land of said Joseph S. and Mary Nutter fifty and twenty-five one hundredths (50.25) feet to land of Leonore H. Simonds; thence northerly along land of said Leonore H. Simonds sixty-five (65.00) feet to an angle; thence westerly along land of said Leonore H. Simonds one hundred and two (102.00) feet to land of Charles A. Kane; thence northwesterly along land of said Charles A. Kane one hundred sixty-two and eighty-six one hundredths (162.86) feet to point of beginning and containing fifty-nine thousand and forty (59,040) plus or minus square feet.

The foregoing descriptions are of two parcels of land in the City of Melrose shown on plan of same entitled, "Plan of Land in Melrose, Mass., showing land to be taken for school purposes, dated March 8, 1967, George R. Winters, Engineer and Superintendent, Melrose Public Works Department", to be recorded herewith.

The description given in this order of taking conforms to the deed of the parcel taken and the plan to be recorded herewith is a true survey of said parcel.

All trees and structures in said parcel of land are included in this taking. Interest in said land is taken in fee simple thereof.

We estimate and determine the damages sustained by the said Charles A. Kane, or his successors, in his, or their, property by reason of said taking to be in the amount of twenty-five thousand three hundred forty-two dollars and fifteen cents ($25,342.15) said amount including the sum of three hundred forty-two dollars and fifteen cents ($342.15) estimated to be equal to that portion of the tax, which it is estimated will be assessed upon said parcel in the year 1967, apportioned pro rata according to the number of days in said year after such taking. It being understood that if said Charles A. Kane is not such owner and entitled to such damages, the said award to be made to the true owner or owners.

The owner, or owners, of said land, or of any interest therein may request an offer pursuant to Section 8 A of Chapter 79 of the General Laws, of settlement of all damages for such taking within six months from the date when the right to damages vests; and may petition the Superior Court to determine their damages within two years from the date of the recording of this order of taking.

June 19, 1967
In Board of Aldermen
Ordained Roll Call
Yea 9 Nay 2
Paul J. Barter
Clerk

Passed June 19, 1967
David H. Schmidt, Jr.
President of the Board of Aldermen

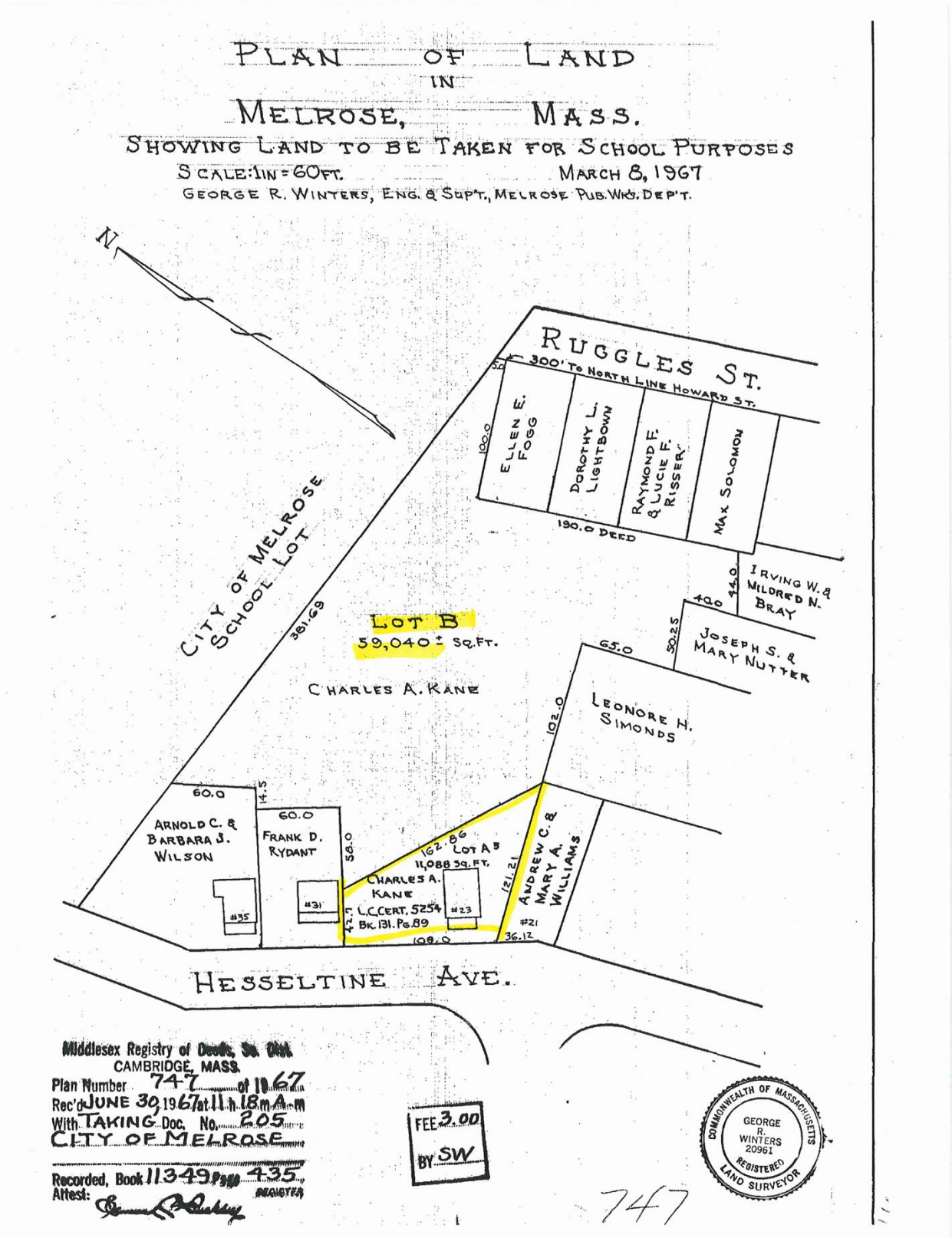
Approved June 21, 1967
Paul S. Vaitses, Jr.
Mayor

Copy of Order No, 15822-A

A true copy
Attest:

Paul J. Barter, City Clerk

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)



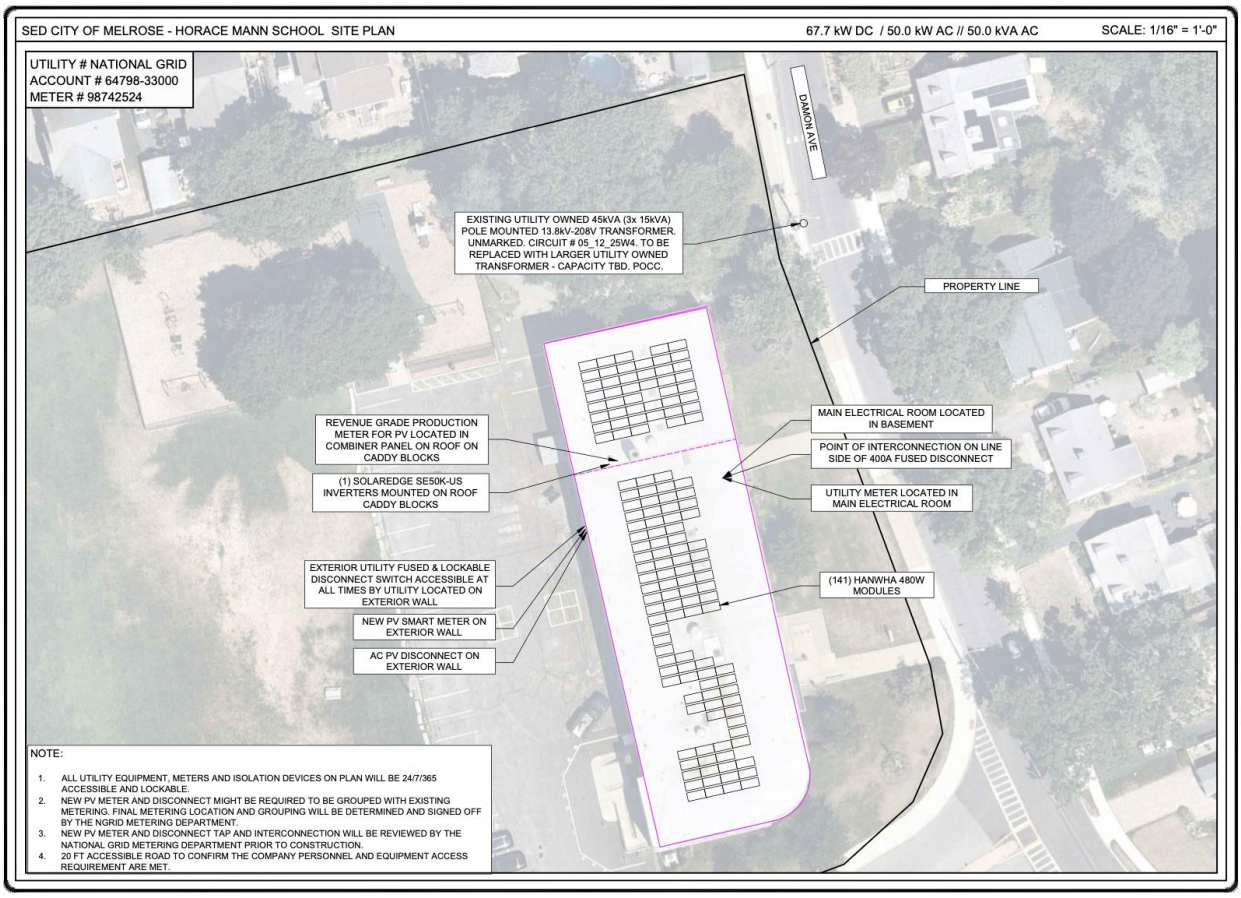
Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

EXHIBIT B to Lease Agreement

DESCRIPTION OF PREMISES

The Premises includes locations where solar equipment will be installed and accessed for construction, operation, maintenance and decommissioning as depicted on the Site Plan below (as it or the Project may be modified pursuant to the Lease).

The Premises is benefitted by the Access Rights and Easements set forth in Section 3 of the Lease including rights to combine and connect the Project to Host's existing main electric equipment and rights to interconnect the Project to the utility network.



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EXHIBIT C to Lease Agreement
Form of Notice of Lease
[On following Page]

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Record and return to:
Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

[insert address]

NOTICE OF LEASE

In accordance with the provisions of Massachusetts General Laws, Chapter 183, section 4, as amended, notice is hereby given of the following described lease and easements:

Parties to the [insert name of lease agreement] (the "Lease"):

Host/Landlord:

Provider/Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
(and its successors and/or assigns)

Property Description: The real property located at [Street], [Town, State Zip] described on the attached Exhibit A (the "Property"). For Landlord's title see Deed recorded with the [__Insert County___] [Registry of Deeds/Land Records] in [Book _____, Page _____] [Certificate of Title No_____].

Description of Leased Premises: A portion of the Property as described on the attached Exhibit B where solar equipment will be installed and accessed for the term of the agreement, including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Property. (the "Lease Area")

Date of Execution of the Lease: _____ (the "Effective Date").

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Term of Lease:

The Term of the Lease includes a Development Period, Operations Period and Decommissioning Period. The Lease shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of the Lease, the Operations Period shall continue until 11:59 p.m. on the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date, as defined in the Lease, unless the Tenant exercises the Options to Extend, in which case the Term of Lease shall include the Development Period, the Operations Period, the [Extension Terms] and the Decommissioning Period.

Options to Extend:

Tenant shall have the right to extend the Term of the Lease for [_____] year terms.

Decommissioning Period

Tenant shall remove the System within 180 days of the termination of the Lease, (provided that if such 180 day term ends within the months of December, January, February, March, or April, the Decommissioning Period shall extend to July 31) whereupon the Lease shall expire and shall be of no further force and effect

Easements.

(a) Under the Lease, Landlord granted the easements (the "Easements") to Tenant described in Exhibit C across and burdening the Property.

(b) Landlord's grant of Easements in the Lease shall commence on the Effective Date and end upon termination of the Decommissioning Period.

Ownership of the Facility.

Landlord shall have no right, title or interest in the solar energy facility (as defined in the Lease) ("Project") or any component thereof and Tenant shall be the exclusive owner thereof.

Miscellaneous

1. This Notice of Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

2. This Notice of Lease does not describe or refer to all of the terms or conditions contained in the actual Lease and nothing contained herein shall serve to modify or amend the terms of the

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actual Lease. In the event of any inconsistency between the provisions of the Lease and the provisions of this Notice, the provisions of the Lease shall control.

3. Any capitalized term not defined herein shall have the definition ascribed to it in the Lease.

EXECUTED as a sealed instrument on as of _____ __, 202_.

LANDLORD:
[insert name of Landlord]

By: _____XXXXX_____
Name and Title:

COMMONWEALTH OF MASSACHUSETTS

_____ County

On this _____ day of _____, 202_, before me, the undersigned Notary Public, personally appeared the above-named _____, the _____ of _____ proved to me by satisfactory evidence of identification, being (check whichever applies): □ driver's license or other state or federal governmental document bearing a photographic image, □ oath or affirmation of a credible witness known to me who knows the above signatory, or □ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose on behalf of _____.

_____XXXXX_____
Notary Public
My Commission Expires:

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TENANT:
Solect Energy Development LLC

By: _____
James R. Dumas, CFO, an Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ date of _____, 2020, before me, the undersigned notary public, personally appeared James R. Dumas, CFO of Solect Energy Development LLC, and an Authorized Signatory, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as CFO of Solect Energy Development LLC, a Massachusetts limited liability company and the voluntary act of the company.

_____XXXXX_____
Notary Public
My Commission Expires:

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EXHIBIT A

PROPERTY DESCRIPTION

Property Address: [insert property address]

[insert legal description plus deed reference, book and page or Certificate of Title]

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EXHIBIT B

LEASE AND EASEMENT AREA DESCRIPTION

The Lease and Easement Area shall mean the areas of the Property delineated in the Site Plan below.

[insert site plan]

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EXHIBIT C

EASEMENTS [update with Easements/Access Rights per lease and PPA]

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EXHIBIT D to Lease Agreement

FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this _____ day of _____, 20__, by and among _____, a duly organized banking association, with a principal office at _____("Lender"), _____("Landlord"), and Solect Energy Development LLC, ("Tenant").

W I T N E S S E T H

WHEREAS, Tenant and Landlord have entered into a Lease Agreement dated _____, 20__, (the "Lease") covering the premises located at _____ (the "Premises"), notice of which is recorded with [Name of Registry] (the "Registry") in Book _____, Page _____, (being the property more particularly described in Exhibit A attached hereto and incorporated herein) pursuant to which Tenant has installed or will install on the Premises a photovoltaic facility for the generation of electricity from solar energy (the "Solar Facility"); and

WHEREAS, Lender is the mortgagee pursuant to a [Mortgage and Security Agreement dated _____] (the "Mortgage") and a [Conditional Assignment of Rents and Leases dated _____] (the "Assignment") encumbering, the Premises which are both recorded with the _____ Registry in Book _____page _____ and Book _____ page _____ respectively; and

WHEREAS, Lender, Tenant, and Landlord wish to set forth respective rights of each party;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant thereunder in and to the Premises are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any advances, renewals, modifications, replacements, consolidations, amendments and extensions thereof.

2. Lender consents to the Lease and in the event Lender comes into possession of or acquires title to the Premises as a result of the foreclosure, or other enforcement of the Mortgage, or as a result of any other means, Lender agrees that Lender will recognize Tenant and will not disturb Tenant or Tenant's financing parties in their possession of the Premises or their rights in the Lease for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without any further action by Landlord, the termination of the

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Lease, and the Lease will continue in full force and effect as a direct agreement between Lender and Tenant.

3. The Solar Facility shall not be, or be deemed to be, a part of or an accession or addition to or a fixture on the Premises even though the Solar Facility is installed on the Premises; nor shall the Solar Facility be moved from the Premises by the Lender unless Tenant's prior written consent to such move has been obtained.

4. Lender waives any and all right, title and interest in the Solar Facility and shall not acquire any such right title or interest by virtue of the installation of the Solar Facility on the Premises. The undersigned Lender further waives any right to seize, or to claim any interest, whatsoever in the Solar Facility on account of any claim or right the undersigned may have against any person, including, without limitation, any claim or right the undersigned may have or assert against the Landlord, by foreclosure or otherwise.

5. Tenant may at any time, at its option, enter upon the Premises and inspect, maintain, remove or repair the Solar Facility to the extent provided in the Lease.

6. When sending to Landlord any notice of impending or actual foreclosure of the Premises, the undersigned Lender shall concurrently provide Tenant a copy of the same.

7. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or any other manner, or shall be conveyed thereafter by Lender or shall be conveyed pursuant to a foreclosure sale of the Premises, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the time thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Notwithstanding the foregoing, Lender shall not be: (i) liable for any act or omission of Landlord, or for any fact, circumstance or condition existing or arising prior to Lender's succession in interest to Landlord unless such fact, circumstance or condition shall continue after such succession; or (ii) subject to any offsets, claims or defenses which Tenant might have against Landlord, except as set forth in the Lease.

8. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein the term "Tenant" shall include Tenant, its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include the Lender herein specifically named and any of its successors, participants and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, or through, Lender foreclosure of the Mortgage.

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9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, or by facsimile with confirmation of transmission, and shall be deemed given when postmarked and addressed as follows:

If to Lender:

If to Tenant: Solect Energy Development LLC
89 Hayden Rowe Street
Hopkinton, MA 01748
Attn: Legal Notices

If to Landlord:

or to such other address as shall from time to time have been designated by written notice by such party to the other parties as herein provided.

10. This Agreement may not be modified orally or in any manner other than by agreement, in writing, signed by the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts taken together shall constitute but one agreement. This Agreement shall be governed by the laws of the state or commonwealth where the Premises are located.

[This Page Ends Here – Signature Page to SNDA Follows]

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IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first written above.

TENANT:
SOLECT ENERGY DEVELOPMENT LLC

By:_____XXXXX_____
Printed Name:
Title:

LANDLORD:

By:_____XXXXX_____
Printed Name:
Title:

LENDER:

By:_____XXXXX_____
Printed Name:
Title:

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DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Vonnie Reis, P.E.
City Engineer

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: VReis@cityofmelrose.org

MEMORANDUM

To: Melrose City Council

From: Vonnie Reis, City Engineer

cc: Mayor Paul Brodeur
Elena Proakis Ellis, Director of Public Works
Patrick Dello Russo, City Auditor & CFO
Kathryn Armada, Treasurer Collector
James Troup, Assistant Director of DPW Finance and Administration

Date: March 14, 2023

Re: Request to Authorize MWRA I/I Program Funding – Phase 12

The MWRA Sewer System I/I Local Financial Assistance Program assists MWRA communities with the rehabilitation and replacement of existing sewer lines, manholes and services to reduce the inflow and infiltration of ground water and rain water. The program goals are to reduce the inflow and infiltration of water into the City sewer system, therefore reducing the City's sewer discharge assessment rate, mitigating sewer surcharges and overflows during heavy rain events, and minimizing the seepage of sewage into the ground. Under Phase 12 of the program, the City has $119,000 remaining that has not been appropriated. The funding is distributed as 75% grant and 25% zero interest loan.

The balance of Phase 12 funding will be used to continue work to identify and remove I/I. Previous work conducted by the DPW included metering, flow isolation, smoke testing, and CCTV to identify and quantify sources of I/I in the sewer system; and rehabilitation of pipes using cured-in-place-pipe (CIPP) lining and replacement of leaking manhole covers. These Phase 12 funds will be used for a pipeline rehabilitation project that will employ both trenchless CIPP and open cut methods to remove I/I from the system.

Water and sewer debts scheduled to be retired in FY24 and FY25 will coincide with the borrowing under this program. Therefore, the impact of the 0% interest loan ($29,750) to be repaid over 10 years will not have an impact on the water and sewer rates.

A positive vote is required before the DPW can apply for and access the grant funds and interest-free loan from MWRA.

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Business Name	Location	Owner
RJM Motors Sales and Service	448 Franklin St	Ronald Wu

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Expiration Date

December 31, 2023

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DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

Date: February 13, 2023

To: City of Melrose City Council

From: Elena Proakis Ellis, Director of Public Works

cc: Paul Brodeur, Mayor
Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant City Auditor
Jim Troup, Asst. DPW Director – Admin. & Finance

Subject: Request to Appropriate 2021 Rideshare Funds

Each year, the City of Melrose receives a disbursement from the Department of Public Utilities associated with the services provided by rideshare companies. The payment is based on 10 cents per ride initiated in Melrose. We are hereby requesting an appropriation of funds in the amount of $10,274.50 to be used on projects that address infrastructure impacted by rideshare services. The amount of $10,274.50 represents the municipal portion of 10 cents per ride for 102,745 rides that originated in Melrose in 2021.

These funds are required to be used "to address the impact of transportation network services on municipal roads, bridges or other transportation infrastructure or any other public purpose substantially related to the operation of transportation network services in the city or town…." As in recent years, the 2021 funds are proposed to be used for pedestrian improvements, including accessible curb ramps and associated signage and line painting. The Traffic Commission approves new crosswalks but does not have a funding source for their implementation. The Commission recently approved a request for a crosswalk at Grove Street and Walnut Street. The petitioner noted that there is an MBTA bus stop for the 131 bus in this immediate vicinity, as well as a nearby bus stop for the Charter School where she frequently sees students trying to cross Grove Street. This crosswalk will add to pedestrian safety in this neighborhood.

There is no City match component to this funding source. We would be happy to answer any questions about this requested appropriation of funds.

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CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: February 27, 2023

Re: Free Cash Request Essex Agricultural

Please be advised that enrollment for Essex North Shore Agricultural & Technical School District is nine students for Fiscal Year 2023. The adopted Fiscal 2023 budget was based on Chapter 74 Non-Resident tuition and transportation costs for an estimated seven students. The supplemental appropriation requested for tuition and transportation for the two additional students is $35,311. This additional appropriation will bring the total Chapter 74 tuition and transportation funding for Essex North Shore Agricultural & Technical School District for Fiscal Year 2023 to $179,296.

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CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: March 2, 2023

Re: 3/6/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 3/6/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Request	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
If APPRO-2023-14 is approved	*35,311.00*	7,124,595.00	School
If APPRO-2023-15 is approved	*2,762,674.93*	4,361,920.07	School
If APPRO-2023-16 is approved	*35,449.00*	4,326,471.07	Elections
If APPRO-2023-17 is approved	*903,000.00*	3,423,471.07	Public Safety

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CITY OF MELROSE

PATRICK D. DELLO RUSSO
CFO/City Auditor

AUDITOR'S OFFICE
City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4107
Fax - (781) 662-2182

To: Honorable Mayor Paul Brodeur
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: February 27, 2023

Re: **Free Cash – School Department Supplemental Appropriation ($2.5M)**

As the Chief Financial Officer and City Auditor, I am pleased to have this opportunity to provide you with the position of the Office of the Auditor in funding this request for the use of Certified Free Cash for the School Department (see memorandum dated 02/21/2023). The School Department has requested $2.5 million dollars of funding to cover Special Education and Transportation related costs as provided for in the School Department request to your office. It is my recommendation that the funding source should be from Free Cash to close the Fiscal FY23 School Department Budget. This was and has been my position, and I represented such at the City Council meeting previously.

(A.) Overview:

Free Cash is for many communities, the only supplemental funding source available to them to address funding matters pertaining to the Operating Budget during a fiscal year. For this reason alone, it is critically important that communities strive to have Free Cash in the amount of 5 to 7 percent of their Operating Budget as recommended by the Department of Revenue, Division of Local Services (see November 17th, 2022 DOR publication on "Highly Recommended Financial Reserves). Historically, the city has used Free Cash to supplement both City and School Operating Budgets. I have attached some additional supplemental information on the nature and origin of what makes up "Free Cash" and some previous examples of the uses, for your review.

In addition, we must be mindful, that according to the School Department in a memorandum dated February 9th, 2023 on page 9, "Given the timing of these decisions and the fact that the majority of the school year has occurred, the scale of the impact to teaching and learning within MPS would be catastrophic". As the two key strategies this City has adopted, and held to historically, are the **"Safeguard of the Assets"** and the **"Continuity of Stable Service Levels",** such a change, in my opinion, would deviate from our core obligations and therefore not be prudent.

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(B.) Bond Rating:

In addition to being good fiscal practice, maintaining conservative budgeting strategies provides assurance to the Bond Rating Agencies that we are being consistent in our fiscal methodologies. The City has an excellent bond rating from Standard and Poor's' Bond Rating Agency of AA+ and has held this rating for a decade. No small task given what had transpired on the national and local economies during that timeframe. A bond rating is instrumental in the determination of interest expense the City will pay when it goes to market and takes out a bond. The lower the interest rate we receive, the more revenues can be allocated to direct community services. Having solid Free Cash balances is one key component.

(C.) Material Funding Components:

The City realized a number of "one-time" funding components, in addition to increased receipts in other categories, worth highlighting, and that provided for the final Free Cash determination which is the highest General Fund amount Certified in the City's history. These receipts contributed to the increase we realized from last fiscal year's certified balances. They include:

1. Host Community Cannabis receipts of $955,505 which exceeded last year's revenues by $499,986. We do not anticipate this to be the case next fiscal year.
2. Tax Liens redeemed (one-time) greater than last year by $349,484.
3. Deferred Taxes CH41 greater than last year by $41,228.19.
4. Unencumbered/Unexpended (one-time) greater than last year by $820,102.65.

Please advise if you have any questions.

Thank you.

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Supplemental Information

Subject: Free Cash

The first question that generally surfaces is "What is Free Cash" (otherwise known as "available funds").

Q: What is Free Cash?

A: In short, Free Cash is the fund surplus that accumulates from previous fiscal years. Once all expected revenues have been received and all bills have been paid for the fiscal year (July 1st through June 30th), we send our final financial reports to the Department of Revenue Division of Local Services (DLS). They will Certify the amount of remaining funds that will go toward the determination of the community's "Free Cash" amount for the ensuing fiscal year's use. The money then becomes available for the City to use.

On February 16, 2003, the City of Melrose received notification from the Massachusetts Department of Revenue that our City's Free Cash has been Certified at $7,159,906 dollars. This is very good news for the community, the largest amount in its history.

Q: Why do we have Free Cash?

A: There are a number of reasons why the City has Free Cash. The main reason is that the City Budget approved by the City Council each year is a good faith estimate of revenue and expenses. We are conservative in our revenue estimates, because we don't want to put the City at risk of running short, but there are other factors at play as well. If the economy is strong, we may very well see additional revenues from new development or re-development, both taxes and permit fees. If a senior employee retires or leaves and we replace that person, it will often times be at a lower salary, if we have less utility costs than we budgeted for, or for any reason we don't spend the full amount allocated in the budget, that money goes toward the determination of our Free Cash amount.

When you add it all up, Free Cash can be anywhere from zero (or even negative), to a substantial amount. The Division of Local Services recommends that communities strive to have a Free Cash balance each fiscal year of 5% to 7% of their Operating Budget. Melrose strives to reach that target consistently. If we simply apply this amount to the most recent budget approved, the percentage comes in at 7.5%. The five-year average for the City is $5,227,175 dollars.

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Q: What can it be used for?

A: It is important to note, however, that Free Cash is considered "one-time" money and should not be used as if it were a recurring revenue. For one thing, we only see it after the fiscal year is over, and it is not certified until the fall. More importantly, it is not dependable, because the amount changes in unanticipated ways from year to year. Therefore, it should be used principally for one-time expenses, such as Capital Improvements, or matching funds for a grant or replenishing reserves. There are times we may need such funds during the year to pay for unanticipated or higher than expected operating expenses (such as snow and ice), at the time the budget was developed as well, and that is to be expected.

Some projects and uses in the past year included the following:

1. Stabilization Funds/Trust Funds: $1,225,000
2. Snow and Ice Expenditures: $341,621
3. School Bathroom Design Study: $150,000
4. DPW Trees: $70,000
5. New DPW Equipment: $482,000

In closing, any Free Cash use requires an appropriation by the City Council on the Mayor's recommendation, but only after the DLS has Certified the Free Cash total. The same rules apply to the DLS's certification of Retained Earnings, which is the Enterprise Fund (Water, Sewer, Ambulance and Mt. Hood) equivalent of Free Cash.

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MELROSE PUBLIC SCHOOLS

DATE: February 21, 2023

TO: Honorable Paul Prodeur, Mayor, Honorable Melrose City Council

Cc: Patrick Dello Russo, Chief Financial Officer, and Melrose School Committee

FROM: Ken Kelley, *Director of Finance and Administrative Affairs,* and Dr. Julie Kukenberger, *Superintendent of Schools*

RE: FY23 MPS Free Cash requests - updated 2/21/23

In conjunction with the memo sent to the Melrose City Council, dated February 17, 2023, the Melrose Public Schools respectfully requests Mayor Brodeur consider the following request as well. The School Department recognizes and appreciates the investment of operating and capital monies allocated by the City every year in the interest of teaching and learning. The District is respectfully requesting that the City Council and Mayor consider the following funding appropriation requests for the FY23 Melrose Public Schools (MPS) budget.

As discussed at the February 14, 2023 Melrose School Committee meeting, the District approved FY23 budget is impacted by several factors that have resulted in a revenue gap. The impacts are detailed in a February 9, 2023 memo to the MPS School Committee. The below request will greatly assist the district in maintaining the current level of teaching and learning within the district. As the February 9, 2023 memo indicates, if approved, the additional revenue will be used to fund mandated special education costs for tuition, transportation, and services at the Franklin ECC. Additionally, the District is respectfully requesting the Medicaid reimbursement transfer at this time as well. The Medicaid funds are used as part of the District's budget offset funds.

Thank you for your consideration.

Transfer In Account: 0111 491003
Special Education tuition and transportation in the amount of: $2,500,000.00

Transfer In Account: 16204 49000
Medicaid reimbursement in the amount of: $262,674.93

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MELROSE PUBLIC SCHOOLS

DATE: February 9, 2023

TO: Melrose School Committee

Cc: Melrose City Council, Paul Brodeur, Mayor, and Patrick Dello Russo, Chief Financial Officer

FROM: Ken Kelley, *Director of Finance and Administrative Affairs,* and Dr. Julie Kukenberger, *Superintendent of Schools*

RE: FY23 MPS Rebuild Budget Update

This memo outlines and summarizes the Melrose Public Schools rebuilding of the FY23 approved budget. This was an extensive and time consuming process that is an opportunity to account for legacy budgeting practices as well as to reassign costs to more accurate centers and budget categories. The following is an overview of the work, action steps, and next steps as we move forward to FY24. As we work collaboratively and transparently, please see below for more information.

FY23 Budget Rebuild Update

The FY23 budget has been impacted by the legacy grant practice of duplication as well as continued increases in special education tuition and transportation costs. Through the ongoing collaboration with the City and an outside consultant, Clifton, Larson, and Allen (CLA), the FY23 budget was rebuilt with the following priorities:

- Correct the double counting of the three grants (METCO, Title I, and IDEA 94-124).
- Assign existing broad system wide (SW) spending lines to specific schools and cost centers. This included assigning shared staff by Full Time Equivalent (FTE) to the buildings where instruction and position(s) are located. Additionally, ECC special education costs are the mandated responsibility of the District to provide. Significant amounts of these costs were historically charged to the tuition revolving offset fund. These costs have been moved to the operating budget.
- The district has requested $2,500,000 in additional revenue from the Mayor and City Council (see Memo here) to help close an identified gap in special education obligations for tuition and transportation.

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Correcting the double counting of the three grants - Background

Several legacy accounting issues contributed to an FY22 budget deficit. This gap was closed utilizing school and City COVID-19 relief funds. None of the City's stabilization funds were impacted. However; given the time of the discovery, we knew the FY23 approved budget would also be impacted in a similar manner.:

Once the double counting of these specific grant funds (METCO, Title I, and IDEA 94-124) was corrected the FY23 approved budget was reduced by $1,260,000. The table below outlines the School Committee approved budget of $40,253,740, and the City Council approved budget of $35,511,659 which includes $115,081 less in City appropriations than approved by the School Committee and the full Chapter 70 allocation of $9,680,222. The FY23 Reduced budget listed in the table below decreases the FY23 budget by $1,260,000 for the removal of the grant amounts and $115,081 for the variance between SC approved and City Council approved budgets. The FY23 Adjusted budget adds back $115,081 in offsets from higher than projected Medicaid reimbursement.

FY23 MPS Budget
Impact of Grant Removal

Budget Category	Amount Approved April 12, 2022	City Council Approved June 21, 2022	FY23 Reduced	FY23 Adjusted
Ch70	$ 9,680,222	$ 9,680,222	$ 9,680,222	$ 9,680,222
City Appropriation	$ 25,946,518	$ 25,831,437	$ 25,831,437	$ 25,831,437
Offsets	$ 4,627,000		$ 3,367,000	$ 3,482,081
	$ 40,253,740	**$ 35,511,659**	**$ 38,878,659**	**$ 38,993,740**

The table below illustrates the impact of the grant removal by School Committee Voter categories. The FY23 Rebuild Proposal removes the grants and calculates forecasted FY23 expenses based on known student needs. The variance by category calculates the need for additional funding to meet the current level of student services.

SC Budget Category	FY23 Adjusted SC Approved	FY23 Rebuild Proposal	Variance by Category
Elementary Budget	$ 14,028,381	$ 15,884,214	$ 1,855,833
Secondary Budget	$ 15,524,213	$ 15,816,269	$ 292,056
Special Education	$ 4,585,597	$ 6,330,685	$ 1,745,088
Administration & Other	$ 4,855,549	$ 3,810,241	($ 1,045,308)
District Totals	**$ 38,993,740**	**$ 41,841,409**	**($ 2,847,669)**

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Assign existing broad system wide (SW) spending lines to specific schools and cost centers - Background

Past budgeting practice included grouping any shared staff in broad SW budget lines. This created challenges tracking full-time equivalent (FTE) personnel costs per building and cost center. Administration spent significant time reviewing staffing and FTE status by building and assigning FTEs to the facility or cost center where instruction or service delivery occurs.

The Franklin Early Childhood Center (ECC) special education costs are mandated and the responsibility of the District to provide for students when needed. Significant amounts of these costs were historically charged to the tuition revolving offset fund rather than the operating budget. Additionally, in FY20 all ECC preschool educators joined the MEA and became salary and benefits eligible at rates per the Collective Bargaining Agreement. Special Education teachers, certified service providers, and special education paraprofessionals' salaries were also moved to the FY23 rebuild operating budget.

These changes better align with DESE's chart of accounts and end of year reporting (EOYR) requirements. The table below captures the FY23 budget rebuild adjustments by school building and department budgets.

Building/Dept.	Orig Budget	Revised	Change	Text Description of changes	Impact
Hoover	$ 1,988,317	$ 2,366,726	$ 378,409	3.2 FTE allocation from itinerants	$ 211,282
				1 L/T Building sub moved from DW	$ 19,800
				3 add'l para's	$ 61,366
				1 academic interventionist	$ 28,860
				from .35 to 1 FTE Psychologist	$ 57,970
				misc	$ (869)
HV Changes					**$ 378,409**
Horace Mann	$ 1,692,558	$ 1,904,444	$ 211,886	2 FTE allocation from itinerants	$ 161,561
				1 L/T Building sub moved from DW	$ 19,800
				.7 add'l para	$ 14,793
				1 academic interventionist	$ 28,860
				Therapist increase	$ 35,134
				Teacher realignment - Reg	$ (9,003)
				Teacher realignment - SPED	$ 16,629
				from 1.65 to 1 FTE Psychologist	$ (58,464)
				misc	$ 2,576
HM Changes					**$ 211,886**
Lincoln	$ 3,287,631	$ 3,661,277	$ 373,646	4.8 FTE allocation from itinerants	$ 290,795
				Admin Adj (.6 AP and .4 Sec moved)	$ (108,402)
				1 L/T Building sub moved from DW	$ 19,800
				1 academic interventionist	$ 28,860

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Building/Dept.	Orig Budget	Revised	Change	Text Description of changes	Impact
Lincoln con't				Therapist increase	$ 62,995
				Teacher realignment - Reg	$ 126,684
				Teacher realignment - SPED	$ (43,791)
				misc	$ (3,295)
LN Changes					**$ 373,646**
Roosevelt	$ 3,536,006	$ 3,676,536	$ 140,530	3.2 FTE allocation from itinerants	$ 246,352
				1 L/T Building sub moved from DW	$ 19,800
				1.5 academic interventionist	$ 28,860
				Therapist increase	$ 168,825
				Teacher realignment - Reg	$ (257,932)
				Teacher realignment - SPED	$ (47,297)
				.4 Sec moved from Lincoln	$ 37,831
				3 fewer para's	$ (62,257)
				misc	$ 6,348
RV Changes					**$ 140,530**
Winthrop	$ 2,518,944	$ 2,700,317	$ 181,373	2 FTE allocation from itinerants	$ 151,235
				1 L/T Building sub moved from DW	$ 19,800
				1 academic interventionist	$ 28,860
				Therapist increase	$ 63,310
				Teacher realignment - Reg	$ (68,283)
				Teacher realignment - SPED	$ 2,256
				psych reduction	$ (24,320)
				Corrected principal line	$ 8,393
				misc	$ 122
WN Changes					**$ 181,373**
Franklin - Operating only	$ 1,004,925	$ 1,574,914	$ 569,989	1 L/T Building sub moved from DW	$ 19,800
				Moved Therapist from ECC revolving	$ 210,343
				Admin Adj	$ 10,324
				Teacher realignment - Reg	$ (91,933)
				Teacher realignment - SPED	$ 190,936
				psychologist increase	$ 30,486
				Moved SPED paras from ECC revolving	$ 199,487
				misc	$ 546
FN Oper. Changes					**$ 569,989**
Middle School	$ 6,628,457	$ 6,855,434	$ 226,977	Building sub adjustment	$ (2,205)
				Admin Adj	$ (82,978)

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Building/Dept.	Orig Budget	Revised	Change	Text Description of changes	Impact
MVMMS con't				Librarian	$ 51,839
				Therapist increase	$ 82,144
				Teacher realignment - Reg	$ (26,840)
				Teacher realignment - SPED	$ 201,916
				Para adj	$ (11,100)
				psych/guidance adj	$ 14,200
				misc	$ -
MVMMS Changes					**$ 226,977**
High School	$ 8,074,244	$ 8,170,884	$ 96,640	Admin Adj	$ (3,290)
				Building sub adjustment	$ 74,487
				Department Directors	$ (115,743)
				Library	$ 82,019
				Teacher realignment - Reg	$ (121,930)
				Teacher realignment - SPED	$ (68,534)
				psych	$ 52,650
				Therapist increase	$ 69,540
				Para adj	$ 127,440
				misc	$ -
MHS Changes					**$ 96,640**
Athletics	$ 821,512	$ 789,951	$ (31,561)	removed secretary, included MHS	$ (31,561)
Special Education (System-Wide)	$ 4,585,597	$ 6,330,685	$ 1,745,088	Therapists moved to schools	$ (537,123)
				P/T Aide - moved to school	$ (29,735)
				Transportation	$ 710,440
				Tuitions	$ 1,600,000
				misc	$ 1,506
Spc. Edu SW Changes					**$ 1,745,088**
Teaching and Learning	$ 1,153,370	$ 1,173,035	$ 19,665	Correct Curriculum Leaders	$ 294,834
				Move portion of Instructional Coaches	$ (233,495)
				release excess budget, line not used	$ (45,000)
				misc	$ 3,326
T&L Changes					**$ 19,665**
Administration	$ 1,120,663	$ 1,044,270	$ (76,393)	Moved AD to Curriculum	$ (117,548)
				Volunteer coordinator	$ 20,640
				Admin Salary adjustments	$ 20,515
				misc	$ -
Admin Changes					**$ (76,393)**

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Building/Dept.	Orig Budget	Revised	Change	Text Description of changes	Impact
System-wide	$ 2,581,516	$ 1,592,935	$ (988,581)	Move Itinerants/Media to Schools	$ (689,822)
				Salary Savings (Open Positions)	$ (300,000)
				Increase S/T Subs	$ 57,102
				reduce L/T Subs	$ (34,848)
				misc	$ (21,013)
SW Changes					**$ (988,581)**
Total General Fund	**$ 38,993,740**	**$ 41,841,409**	**$ 2,847,669**		

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Notable Expense Increases - Background

Removing the special education grant increased the existing gap between budgeted amounts for tuition and transportation funding. It has been past practice to under budget in both of these categories. For example, in FY20, tuition costs increased by more than $1,000,000; however, FY21 budgeting was increased by $100,000. As well, in FY19 transportation costs increased by $242,000; however, the FY20 transportation budget was decreased by 8%. MPS has respectfully requested $2,500,000 of additional funding from the City to help close that gap this year(see Memo here). As special education tuition and transportation costs continue to increase at unpredictable rates, it is possible that the district will need to request use of the special education stabilization funds this school year.

Notable Expense Increases for FY23		
Special Education tuition	$ 1,600,000	Grant removal and unbudgeted new tuitions
Special Education transportation	$ 710,440	Under budgeted and unpredictable
Special Education - adding ECC	$ 569,989	Costs should be charged to operating
Misc	$ (32,760)	Misc. costs and savings
District Totals	**$ 2,847,669**	

The table below outlines the additional revenue request from the City along with other internal offset projection adjustments.

Additional Revenue Requests and Adjustments		
To Mayor and City Council	$ 2,500,000	January 24, 2023, Memo requesting additional revenue (City Council vote would be required)
Increase Ed Stations/ECC offset projections	$ 200,000	Increased offset after moving Special Education costs to Franklin operating (SC vote would be required)
Increase Circuit Breaker/Medicaid offset projections	$ 147,669	Decreases incremental build up of expenses (SC vote would be required)
Total	**$ 2,847,669**	

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The district has worked to reallocate and utilize existing resources when possible to mitigate the impact of the request to the City. The budget rebuild includes potential increases in offset revenue based on projections and breakage due to vacancies. Any open positions are first reviewed for internal solutions (aside from obligated direct service providers). On January 18, 2023, the operating budget was frozen to conserve resources for the spring and requiring additional approval for essential expenses and purchases.

Next Steps

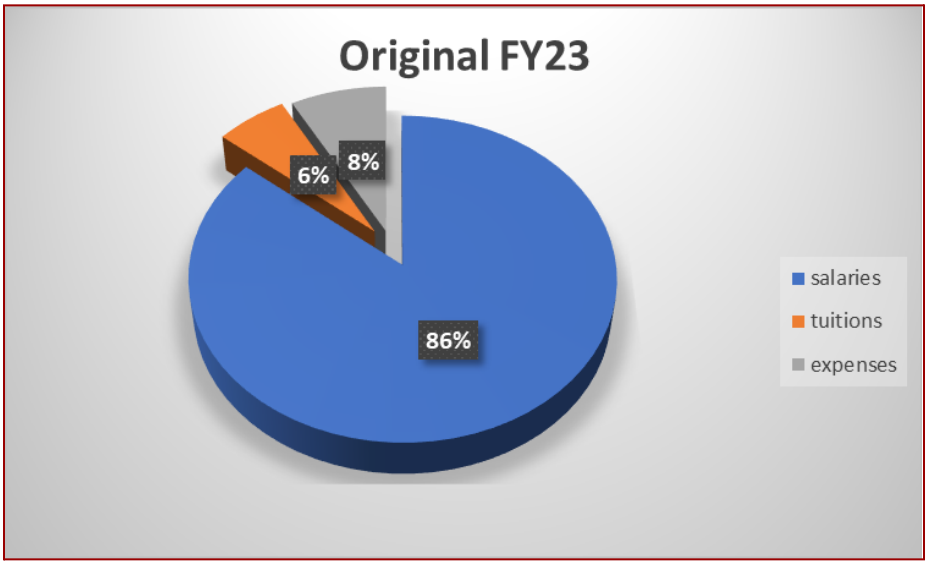
The changes to the FY23 rebuilt operating budget are impacted by several factors including the ratification of the new Unit A teachers and Unit B Paraprofessionals contracts. Further refinements may be needed when the new contracts' salaries and retro payment compensations are completed, all salaries are encumbered, and MUNIS updates are finalized. Special education tuition and transportation will be monitored and adjusted if necessary.

If the additional revenue is approved by the City, the MPS School Committee will need to vote on adjustments to the four budget categories as outlined below (pending any additional changes)

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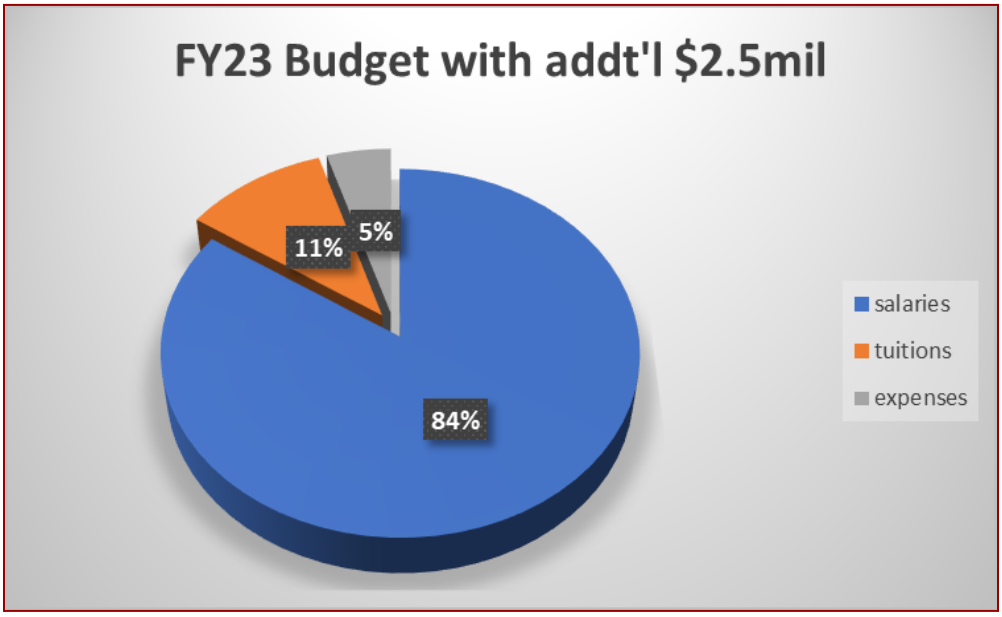
SC Budget Category	FY23 Adjusted SC Approved	FY23 Rebuild Proposal	Variance by Category
Elementary Budget	$ 14,028,381	$ 15,884,214	$ 1,855,833
Secondary Budget	$ 15,524,213	$ 15,816,269	$ 292,056
Special Education	$ 4,585,597	$ 6,330,685	$ 1,745,088
Administration & Other	$ 4,855,549	$ 3,810,241	($ 1,045,308)
District Totals	**$ 38,993,740**	**$ 41,841,409**	**($ 2,847,669)**

The pie chart below shows total operating budget percentages by three categories: salaries, tuitions, and expenses based on the original FY23 City Council approved budget in June 2023.

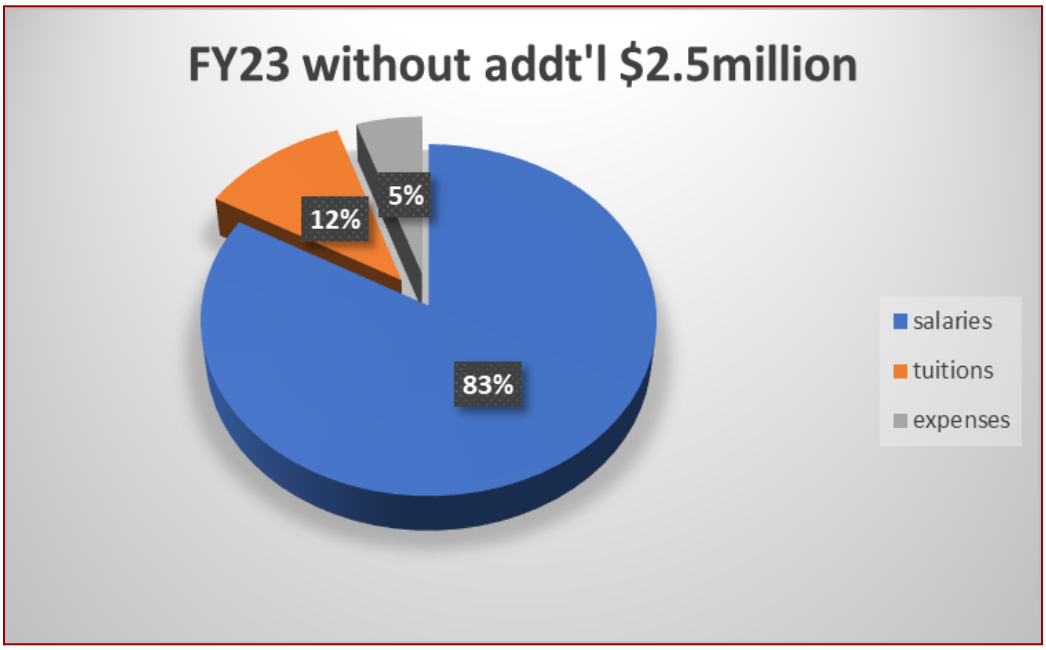


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The pie chart below shows the FY23 rebuild budget if an additional $2.5 M is approved by the City Council to address the budget gap.



If the additional revenue is not approved by the City, the only way the district and MPS School Committee can reduce the budget is through salary reduction which means laying off employees to generate the cost savings. Given the timing of these decisions and the fact that the majority of the school year has occurred, the scale of the impact to teaching and learning within MPS would be catastrophic. Reducing special education tuition or transportation costs is not an option as these are mandated services. The pie chart illustrates how a lack of additional funds shifts category proportion relative to the operation budget.



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The table below shows average salaries and number of hypothetical FTE reductions that would need to be considered in order to generate a cost savings of $2.5M this late in the school year. Clearly this would be devastating to service delivery if this course of action was decided at the beginning of the school year. It simply would decimate our ability to safely and properly run the district if decided in the spring.

	Non-union Administration	Directors/ Administrators	Teacher	Paras
Average Salary	$131,184	$107,314	$ 79,448	$22,807
# of FTEs to Reach $2.5M	2	7	17	6
# of FTEs @80% Expended to Reach $2.5M	5	16	106	75

We understand the magnitude of this request and are very grateful for our City partners who continue to understand the importance of high-quality education. We further appreciate their commitment to ongoing collaboration as we work to solve this budgetary problem together. The FY23 rebuild budget as presented enables the District to maintain existing levels of teaching and learning and essential service delivery for all learners. We believe that the new budget development practices and the FY23 MPS Rebuilt School Budget will **continue** to support high quality educational experiences, and allow for more accurate and effective cost tracking, clear communication, responsible fiscal oversight, and strategic budget planning both in the short and long term.

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CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: March 2, 2023

Re: 3/6/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 3/6/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Request	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
If APPRO-2023-14 is approved	*35,311.00*	7,124,595.00	School
If APPRO-2023-15 is approved	*2,762,674.93*	4,361,920.07	School
If APPRO-2023-16 is approved	*35,449.00*	4,326,471.07	Elections
If APPRO-2023-17 is approved	*903,000.00*	3,423,471.07	Public Safety

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Jackie Caraballo <[redacted]>
Sent: Sunday, March 5, 2023 9:52 PM
To: City Council
Subject: Please fund school budget shortfall with free cash

Dear City Council Members,

Please consider funding the $2.5 million shortfall in the school budget with the free cash available to the city. I want my children to grow up through a school system that has the funds to educate them and prepare them for the future as best as possible. Investing in our schools will have a long-term positive impact on our children, teachers and staff, and the city. Please vote in favor of using free cash to fund the school budget shortfall.

Thank you for your time and consideration!

Sincerely,

[redacted]
142 Whitman Ave
Ward 7

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Jan Lamey <[redacted]>
Sent: Monday, March 6, 2023 8:52 AM
To: City Council
Subject: Please fund school budget shortfall with free cash

Dear City Council Members,

I urge you to fund the $2.5 million shortfall in the school budget with the free cash available to the city. Our schools are crucial for the future of our community, and we cannot afford to compromise on our children's education. Investing in our schools is investing in our future, and I ask that you consider the long-term benefits of this decision. Please vote in favor of using free cash to fund the school budget shortfall.

Thank you for your time and consideration.

Sincerely,
Jan Lamey
[redacted] Melrose, MA 02176
Ward 6-2
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Ghobrial, Andrew

From: Marissa Milbury <[redacted]>
Sent: Sunday, March 5, 2023 2:48 PM
To: City Council
Subject: Please fund school budget shortfall with free cash

Dear City Council Members,

I urge you to fund the $2.5 million shortfall in the school budget with the free cash available to the city. Our schools are crucial for the future of our community, and we cannot afford to compromise on our children's education. Investing in our schools is investing in our future, and I ask that you consider the long-term benefits of this decision. Please vote in favor of using free cash to fund the school budget shortfall.

Thank you for your time and consideration.

Sincerely,
Marissa Milbury
[redacted]
Ward 7-1
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Ghobrial, Andrew

From: Michelle Tiu <[redacted]>
Sent: Sunday, March 5, 2023 4:10 PM
To: City Council
Subject: Please fund school budget shortfall with free cash

Dear City Council Members,

I urge you to fund the $2.5 million shortfall in the school budget with the free cash available to the city. Our schools are crucial for the future of our community, and we cannot afford to compromise on our children's education. Investing in our schools is investing in our future, and I ask that you consider the long-term benefits of this decision. Please vote in favor of using free cash to fund the school budget shortfall.

Thank you for your time and consideration.

Sincerely,
Michelle Tiu
[redacted]
Ward 7-2

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Ghobrial, Andrew

From: Lisa Covino <[redacted]>
Sent: Sunday, March 5, 2023 1:37 PM
To: City Council
Subject: Please fund school budget shortfall with free cash

Dear City Council Members,

I urge you to fund the $2.5 million shortfall in the school budget with the free cash available to the city. Our schools are crucial for the future of our community, and we cannot afford to compromise on our children's education. Investing in our schools is investing in our future, and I ask that you consider the long-term benefits of this decision. Please vote in favor of using free cash to fund the school budget shortfall.

Thank you for your time and consideration.

Sincerely,
Lisa Covino
[redacted]
Ward 7
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Ghobrial, Andrew

From: Annie Lin <[redacted]>
Sent: Tuesday, March 7, 2023 10:40 AM
To: City Council
Cc: *Mayor Brodeur; School Committee; Kukenberger, Julie
Subject: Request to approve free cash allocation to Melrose Public Schools

To the City Council members:

I write today to ask you to vote as quickly as possible in favor of allocating $2.5 million of the City's $7.16 million free cash from this fiscal year to stabilize the Melrose Public Schools' budget.

I further ask that you carefully consider the future City budgets and permanently allocate more to the school budgets for future years.

We are all aware of the increased costs involved with educating our students in the past few years; I won't lay them out again here. I will, however, state that I do not believe that many of these increases are going away. The MPS budget needs to be permanently increased, and a commitment to increased financial support from the City will be but a small part in bridging the gap between where we are and where we need to be in coming years.

I do not consider the City's budget to be a success this year. Over $7 million in free cash is beyond fiscally conservative. I appreciate that there is a need for an emergency reserve, and hope that the City can continue to have free cash at the end of each fiscal year. Even with a permanent increase of $2.5-3 million to the public school budget, to help close the current budgetary gaps, we could expect to have sufficient free cash at the end of the next, and future, fiscal years.

I respect your hard work as Councilors and appreciate your time and service to our City.
Sincerely,
Annie Lin
Ward 4-2
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CITY OF MELROSE v2021 LIVE

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ACCOUNTS FOR: 0111 SCHOOL GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1110	SCHOOL COMMITTEE	7,500	0	7,500	1,857.55	275.00	5,367.45	28.4%
1210	SUPERINTENDENT	361,946	40	361,986	271,356.22	10,600.00	80,029.78	77.9%
1230	OTHER DISTRICT-WIDE ADMIN	12,360	0	12,360	17,705.76	.00	-5,345.76	143.3%
1410	BUSINESS AND FINANCE	246,306	5,402	251,708	218,522.93	4,147.37	29,037.54	88.5%
1420	HUMAN RESOURCES AND BENEFITS	118,595	0	118,595	86,142.52	106.29	32,346.19	72.7%
1430	LEGAL SVCS FOR SCHOOL COMM	50,000	4,599	54,599	47,349.47	18,505.68	-11,256.25	120.6%
1450	DISTRICT-WIDE INFO MGMT & TECH	68,000	0	68,000	49,646.13	.00	18,353.87	73.0%
2110	CURRICULUM DIR (SUPERVISORY)	1,150,835	604	1,151,440	609,381.73	974.41	541,083.75	53.0%
2120	DEPART HEADS (NON-SUPERVISORY)	787,377	0	787,377	485,416.23	.00	301,960.77	61.6%
2210	SCHOOL LEADERSHIP-BUILDING	2,085,950	12,135	2,098,085	1,440,193.33	21,785.91	636,105.56	69.7%
2305	TEACHERS, CLASSROOM	22,241,828	0	22,241,828	11,880,292.31	.00	10,361,535.69	53.4%
2320	MEDICAL/THERAPUTIC SERVICES	1,615,555	25,260	1,640,815	1,152,160.13	108,578.61	380,076.21	76.8%
2324	LONG-TERM SUBS	0	0	0	10,102.63	.00	-10,102.63	100.0%
2325	SUBSTITUTE TEACHERS	219,198	0	219,198	185,658.57	.00	33,539.43	84.7%
2330	NON-CLER PARAPROF/INSTRUCT ASS	2,002,969	0	2,002,969	1,221,926.50	.00	781,042.50	61.0%
2340	LIBRARIANS AND MEDIA CTR DIR	240,079	0	240,079	96,467.98	.00	143,611.02	40.2%
2352	INSTRUCTIONAL COACHES	515,977	0	515,977	282,944.40	.00	233,032.60	54.8%
2357	PROF DEV STIP, PROVIDERS &EXP	75,000	1,350	76,350	22,368.86	43,640.00	10,341.14	86.5%
2358	OUTSIDE PD PROVIDERS FOR INSTR	20,000	2,624	22,624	3,374.00	20,000.00	-750.00	103.3%
2410	TEXTBOOKS/SOFTWARE/MED/MAT	180,284	26,264	206,548	169,767.34	30,504.55	6,276.27	97.0%
2415	OTHER INSTRUCTIONAL MATERIALS	86,248	3,100	89,348	42,600.17	38,563.18	8,185.08	90.8%
2420	INSTRUCTIONAL EQUIPMENT	157,000	30,790	187,790	110,347.83	80,981.12	-3,539.24	101.9%
2430	GENERAL SUPPLIES	109,701	3,481	113,182	32,655.39	28,752.97	51,773.50	54.3%
2440	OTHER INSTRUCTIONAL SERVICES	1,000	0	1,000	117.84	100.00	782.16	21.8%
2710	GUIDANCE	697,141	0	697,141	402,143.75	.00	294,997.25	57.7%
2800	PSYCHOLOGICAL SERVICES	966,697	0	966,697	525,792.46	.00	440,904.54	54.4%
3200	MEDICAL/HEALTH SERVICES	7,000	0	7,000	7,000.00	.00	.00	100.0%
3300	TRANSPORTATION SERVICES	1,227,648	140,220	1,367,867	1,522,518.62	619,662.71	-774,314.16	156.6%
3510	ATHLETICS	939,060	27,018	966,078	722,565.80	26,540.84	216,971.09	77.5%
4110	CUSTODIAL SERVICES	121,096	0	121,096	.00	.00	121,096.00	.0%
4130	UTILITY SERVICES	62,000	1,876	63,876	30,575.43	24,621.76	8,679.14	86.4%
4400	TECH INFRA MAINT SUPPT - SALAR	76,220	0	76,220	43,144.90	.00	33,075.10	56.6%
4450	TECH INFRA MAINT SUPPT - ALL O	151,688	0	151,688	100,539.07	.00	51,148.93	66.3%
5260	OTHER NON EMPLOYEE INSURANCE	23,000	0	23,000	23,861.00	.00	-861.00	103.7%
5500	CROSSING GUARDS	1,000	0	1,000	.00	393.00	607.00	39.3%
5550	CROSSING GUARDS	140,000	0	140,000	88,542.89	.00	51,457.11	63.2%
9300	TUITION TO NON-PUBLIC SCHOOLS	1,517,236	532,568	2,049,804	2,353,125.41	1,819,774.81	-2,123,096.60	203.6%
9400	TUITION TO COLLABORATIVE	710,246	67,932	778,178	301,874.92	174,436.97	301,866.43	61.2%
	TOTAL SCHOOL GENERAL FUND	38,993,740	885,263	39,879,003	24,560,040.07	3,072,945.18	12,246,017.46	69.3%

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CITY OF MELROSE v2021 LIVE

YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	38,993,740	885,263	39,879,003	24,560,040.07	3,072,945.18	12,246,017.46	69.3%

** END OF REPORT - Generated by Ken Kelley **

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Sandy Gmail Personal <[redacted]>
Sent: Sunday, March 12, 2023 1:16 PM
To: City Council
Cc: Sandy Gmail Personal
Subject: Request to fully fund the schools...

Dear City Councilors-

I am writing as a Melrose community member and a parent of high school sophomore. My son is actively engaged in the Melrose school community and is thriving as a saxophone player in the concert and jazz bands, an athlete on the JV soccer team, and a budding chemist with his favorite teacher, Doctor Hurley, who is an outstanding educator. Recently our son told us that he and his friends sometimes attend chess club meetings after school, and he is learning to love this game. I am thrilled about all of it.

What **I** hear when he talks about his day to my wife and I is money. All of this comes from a public school system that provides these activities and opportunities because of the funding it receives and the budget priorities it makes.

This funding is in need of your support, and specifically that you fully-fund the $2.5 million free cash request from the school committee to cover its shortfall for this fiscal year. As the school committee has told us, in no uncertain terms, if this funding is not made, in full, there will be cuts.

When we imagine these financial cuts, we know they will first come from music, sports, and after school activities. What I think is important to recognize, is that these programs already run on shoe string budgets: Melrose has been lauded for its outstanding music program, but is currently needing a fundraiser to be able to replace marching band equipment that is well past its usefulness; Melrose sports teams already require fees and booster clubs to pay for some of the essentials. Any cuts means these programs just stop existing.

If those measures aren't enough, personnel will be impacted, meaning **multiple** teachers will be let go. We just showed our support for them as a community and made a commitment to raise their salaries, and now we would be letting some of them go. That will send a message that Melrose does not support its schools, their teachers, or its students. Please do not send this message.

Education costs are rising, this is clear. It is clear every time we hear from the school committee and their concerns for the drastic and continuing rising costs of special education and transportation. These issues are not unique to Melrose, they are not going away, and are only going to continue to increase. Melrose must meet these needs, and continue to anticipate them, by fully funding the real cost of education for our community.

I ask you to vote tomorrow to fully fund the $2.5 million request for our schools and I thank you for all you do for Melrose.

-Sandy Dixon
[redacted]

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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Ghobrial, Andrew

From: Jeralyn O'Leary <[redacted]>
Sent: Sunday, March 12, 2023 1:32 PM
To: City Council
Cc: School Committee; *Mayor Brodeur
Subject: Please Fund $2.5Million Shortfall

Dear Members of the City Council,

I am writing to you as a parent of two Melrose Public School students. Please fund the $2.5 million shortfall in the school budget with the free cash that is available.

According to page 160 of the School Committee agenda from February 14th, if the $2.5 million is not approved by the City Council, the "only way the district and MPS School Committee can reduce the budget is through salary reduction which means laying off employees to generate the cost savings". Over the past three years, students and parents have had to deal with many stresses and uncertainties. It is unfathomable that after all we have gone through, we are now wondering if our teachers will be laid off as a result of our city officials not coming together to resolve this issue.

Admittedly, I am still trying to comprehend how a shortfall of this magnitude could take place. With all who have access to the budget, it is inexcusable that we're even in this position. I do not take lightly that the School Committee is asking for this money, however something must be done to ensure our students receive the education that they deserve.

Thank you for your consideration.

Best,
Jeralyn O'Leary
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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Tracey Cruickshank via Melrose MA <cmsmailer@civicplus.com>
Sent: Sunday, March 12, 2023 2:04 PM
To: City Council
Subject: Form submission from: Contact Us

Submitted on Sunday, March 12, 2023 - 2:04pm

Submitted values are:

Message:
Dear Members of the Melrose City Council,

Thank you for all that you do, especially when it is time to make difficult decisions . As we have recently seen, Melrose teachers and education in general were a top priority in our city. Most residents want fair contracts for teachers and for our schools to be sufficiently funded now and for the long term. In order for our city to be competitive regarding all aspects in the future, any deficits within our school budget needs to be addressed now. I urge you to use whatever means necessary, including free cash, to establish appropriate funding to our school system. Now is not the time to punish or hold the entire school community accountable for mistakes that were made by a few or caused by drastically continued rising costs associated with education.

Please do right by this city and fully fund what is needed to have an operational school budget going forward. The students and teachers of Melrose need this.

Respectfully,
Tracey Cruickshank
==Please provide the following information==
Your Name: Tracey Cruickshank
Your E-mail Address: [redacted]
Organization:
Phone Number: [redacted]
==Address==
Street: [redacted]
City: Melrose
State: Massachusetts
Zipcode: 02176

The results of this submission may be viewed at:
https://www.cityofmelrose.org/node/15943/submission/47336

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Austin Frakt <[redacted]
Sent: Sunday, March 12, 2023 5:35 PM
To: City Council
Subject: please fully fund the $2.5 million free cash request from the school committee

Dear City Councilors,

I am a Melrose resident and parent of two students at MHS. While there, as well as when they were in the middle school, they spend too many periods with absent teachers, often with no substitute. Undoubtedly this is because we underpay our teachers and underfund our schools. This directly harms our students (and their teachers) and indirectly harms the entire community.

Therefore, I am writing to ask that you fully fund the $2.5 million free cash request from the school committee to cover its shortfall for this fiscal year. As the school committee has told us, in no uncertain terms, if this funding is not made, in full, there will be cuts.

Our students and our community cannot afford more cuts to the schools. Those cuts will undoubtedly come from programs that enrich our students: music, sports, and after school activities. These programs already run on tight budgets, often relying on fundraisers and outdated equipment to get by.

If further cuts to these programs aren't enough, personnel will be impacted, meaning multiple teachers will be let go. We just showed our support for them as a community and made a commitment to raise their salaries, and now we would be letting some of them go. That will send a message that Melrose does not support its schools, their teachers, or its students. Please do not send this message.

I ask you to vote to fully fund the $2.5 million request for our schools.

Austin Frakt
[redacted]
Melrose
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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: [redacted]
Sent: Monday, March 13, 2023 12:01 AM
To: City Council
Cc: *Mayor Brodeur
Subject: Free Cash Allocation for Melrose Public Schools

Dear City Council Members:

I urge you to fully fund the recent request from Mayor Brodeur to utilize the unprecedented free cash available this year to fund the Melrose Public Schools for the remainder of the year and avoid the catastrophic personnel cuts that will be necessary without such funding.

This has been another difficult year for the staff and students of the Melrose Public Schools and their families. On top of the ongoing staffing concerns, the prolonged and contentious negotiation with the teacher's union, and significant leadership changes, I believe the potential for budget cuts would do unimaginable and longlasting damage to our schools and our greater community. Ensuring a stable, appropriately funded school system is a core function of a city and an essential obligation of the Melrose City Council. Melrose will not be a community where people want to move and put down lasting roots if they cannot rely on the City to fund stable schools. Layoffs in an already understaffed system would lead to chaos and learning loss. While it is unfortunate and frustrating that we are in this situation, it would be unconscionable to require our students to bear the brunt of accounting errors, global inflation, and the need for increased special education services.

In addition to using free cash to fund this year's budget gap, I would implore the City Council to fund the schools at an adequate level in the coming years to reflect the actual needs of the district and to avoid the reliance on free cash allocations or creative accounting to fill gaps on a regular basis. Melrose is facing significant financial challenges in the coming years with many competing priorities. I hope we can come together as a community to engage honestly about the expenses and trade-offs that we collectively face. In the short-term, however, we cannot allow the community's reputation, goodwill, and obligations to our students and teachers to be compromised by not funding the immediate budget shortfall.

Thank you for your consideration and for all of your efforts to sustain Melrose as a wonderful place to live,

-Abby

Abigail Law
[redacted]

Ward 6-2

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Ilana Bortinger <[redacted]>
Sent: Monday, March 13, 2023 8:51 AM
To: City Council
Cc: School Committee; *Mayor Brodeur
Subject: Fund FY23 MPS Budget with Free Cash

Dear Melrose City Council Members,

I write today to ask you to fund the $2.5M shortfall in the FY23 Melrose Public School budget from the city's $7.16M free cash.

Additionally, I urge you to take a more proactive approach to MPS finances. I ask that you permanently allocate more of the City's funds towards the MPS budget in future years.. Year after year we seem to be in the same position of needing to "backfill" the school budget from free cash, instead of proactively and appropriately funding the school budget at the outset.

I thank all of you for your service and dedication to the City of Melrose.

Sincerely,
Ilana Bortinger
Ward 7-2

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Emily Minton <[redacted]>
Sent: Monday, March 13, 2023 10:07 AM
To: City Council; School Committee; *Mayor Brodeur
Subject: Request to approve free cash allocation to Melrose Public Schools

Dear City Councilors and Mayor Brodeur,

As 14-year residents of Melrose with daughters at MHS and Winthrop, we are writing to urge you to approve the allocation of $2.5 million of the City's $7.16 million of free cash from this fiscal year to stabilize the Melrose Public Schools' budget. While we are highly disappointed that the City is in this position, we see free cash as the solution for the current gap and implore the School Committee to build budgets beginning in FY 24 that are needs-based, take into account accurate spending from previous fiscal years, and reflect projected increases informed by data. Long term, the City must think hard about our priorities as we have continually failed to fund the school system. We ask that you work collaboratively with the School Committee to ensure we implement accounting practices that provide timely and accurate information to inform budget plans and allow for costs to be managed real-time so that we are never in this position again. While we are in a difficult situation right now, if the allocation is not passed quickly, our schools will be in crisis, forced to make decisions that will cause significant harm to our students and educators.

Thank you very much for your time and consideration. We greatly appreciate your service to our community.

Sincerely,

Emily and Chris Minton
Ward 5-2

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Greg Pagnini <[redacted]>
Sent: Monday, March 13, 2023 11:45 AM
To: City Council
Cc: School Committee; *Mayor Brodeur
Subject: Use of free cash to fund MPS

Dear City Council Members,

I write in advance of tonight's meeting and your consideration of allocating a portion of the City's $7 million in free case to the MPS in order to provide full funding now. Please do so. There is - or at least should be - no greater priority within our City than funding the MPS. The school district is our bedrock and should be treated as such. Especially as a parent of two elementary school aged children, I have a very difficult time understanding what better use the available funding can go towards. The MPS should be funded in full always, but no more than ever to demonstrate the City's commitment to the District and surrounding community that a strong school system engenders. It is the best investment any municipality can make. That the City has so much free cash on hand might ,by some, be viewed as an asset. I believe, however, that the availability of so much free cash can and should reasonably be taken as a failure to properly fund the MPS. The City has already experienced upheaval from the recent teacher strike. While I fully understand there are and should be opposing viewpoints as to what may constitute a reasonable budget, once set it must be funded in full. Please leave no question as to where the City's priorities are. Invest in our students, teachers and school system and use whatever free cash is necessary - now.

Regards,

Greg Pagnini
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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Alastair Moock <[redacted]>
Sent: Monday, March 13, 2023 3:11 PM
To: City Council
Cc: Jane Roper
Subject: tonight's vote / funding the budget shortfall

Dear City Council members,

I'm writing to encourage everyone on the council to vote to fund the budget shortfall tonight and then again next week.

Whatever internal arguments there may be over who's to blame for the shortfall, this city can't afford not to keep our schools fully funded. As it is, we under budget our schools and underpay our staff compared to local towns with similar demographics.

Our schools are the single most important asset we have as a city. Keeping them fully funded is not only a community and basic equity issue, it's essential to maintaining Melrose's reputation as a desirable place to live.

This fact should be self-evident to every member of the council, regardless of political bent or affiliation.

Thank you for your consideration,
Alastair Moock and Jane Roper
[redacted]

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Concetta Green <[redacted]>
Sent: Monday, March 13, 2023 3:36 PM
To: City Council
Subject: Upcoming Votes to Aid MPS Budget

Dear Melrose City Councilors,

My name is Concetta Green and I am a Melrose Public Schools parent (middle and elementary).

I'm asking today that you vote unanimously to fund the $2.5 million dollar shortfall to support the schools using the free cash available from the city as the Mayor has requested.

Thank you for putting our children and their well-being first.

Best,
Concetta Green
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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Sarah Molway <[redacted]>
Sent: Monday, March 13, 2023 3:55 PM
To: City Council
Cc: *Mayor Brodeur; School Committee
Subject: Funding MPS with Free Cash

Dear Members of the City Council,

As a long time resident of Melrose and the parent of 2 Melrose Public School students, I am writing to ask that you fund the FY23 MPS budget shortfall using money from the city's $7.16 free cash.

In addition, I ask that the city work proactively to adequately allocate city funding to our schools in FY24 and beyond so that we don't continue to rely on free cash year after year. Our students deserve to have the consistency that comes with a well funded school system.

Thank you all for your continued service to our city.

Sincerely,
Sarah Ballard Molway
[redacted]

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Danielle Martínez <[redacted]>
Sent: Monday, March 13, 2023 5:29 PM
To: City Council
Cc: School Committee; *Mayor Brodeur
Subject: Request to approve free cash allocation to Melrose Public Schools
Attachments: CC letter 31323.pdf

Good afternoon,

I'm attaching a letter for your consideration regarding this evening's meeting.

Thank you,
Danielle Martínez
Ward 4-2
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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Danielle Martínez
[redacted]
Melrose, MA 02176
[redacted]

13th March 2023

Melrose City Council
562 Main Street
Melrose, MA 02176

To the City Council members,

I'm writing today to ask you to vote in favor of allocating $2.5 million of the City's $7.16 million free cash from this fiscal year to stabilize the Melrose Public Schools' budget. I would also strongly ask that you take into account future City budgets and permanently allocate more funds to school budgets in future years.

As a resident, voter, taxpayer, parent of a MPS student, and a volunteer and co-chair of two PTO committees at Winthrop Elementary, I believe it is urgent that this funding is passed in full now. It is unacceptable that Melrose is in this position, and we unequivocally need a budget for FY '24 that accurately funds the many evolving needs of our schools. Having $7+ million in free cash might be considered a victory, were our school system adequately funded. The fact that we have this free cash and a school system in the condition ours is in simply demonstrates a continued failure to accurately fund our schools.

The mayor, the city council, and the school committee need to work together to find a permanent solution to this problem, which is a stain on our city and our district. Our children and their teachers - the future of Melrose - deserve better.

Sincerely,

Danielle Martínez

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Cory Allen <[redacted]>
Sent: Monday, March 13, 2023 5:36 PM
To: City Council
Subject: Please approve the school funding proposal

Hello,

I am writing to ask that councilors advance the proposal to fully fund the school deficit out of committee and that all councilors vote in favor of it when it comes before city council.

Thank you,

Cory Allen
[redacted]

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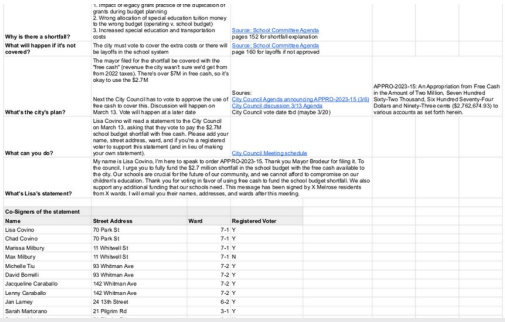
Ghobrial, Andrew

From: Lisa Covino <[redacted]>
Sent: Monday, March 13, 2023 7:50 PM
To: City Council
Subject: Statement on behalf of 32 Melrose residents

Hello,

Thank you for hearing my public comment at the Appropriations + Oversight Committee meeting today.

As promised here is the list of 32 Melrose residents from 5 wards who I was speaking on behalf of.



Why is there a shortfall?	1. Impact of legacy grant practice of the duplication of grants during budget planning 2. Wrong allocation of special education tuition money to the wrong budget (operating v. school budget) 3. Increased special education and transportation costs	Source: School Committee Agenda pages 152 for shortfall explanation			
What will happen if it's not covered?	The city must vote to cover the extra costs or there will be layoffs in the school system	Source: School Committee Agenda page 160 for layoffs if not approved			
What's the city's plan?	The mayor filed for the shortfall be covered with the "free cash" (revenue the city wasn't sure we'd get from from 2022 taxes). There's over $7M in free cash, so it's okay to use the $2.7M Next the City Council has to vote to approve the use of free cash to cover this. Discussion will happen on March 13. Vote will happen at a later date	Soures: City Council Agenda announcing APPRO-2023-15 (3/6) City Council discussion 3/13 Agenda City Council vote date tbd (maybe 3/20)		APPRO-2023-15: An Appropriation from Free Cash in the Amount of Two Million, Seven Hundred Sixty-Two Thousand, Six Hundred Seventy-Four Dollars and Ninety-Three cents ($2,762,674.93) to various accounts as set forth herein.	
What can you do?	Lisa Covino will read a statement to the City Council on March 13, asking that they vote to pay the $2.7M school budget shortfall with free cash. Please add your name, street address, ward, and if you're a registered voter to support this statement (and in lieu of making your own statement)	City Council Meeting schedule			
What's Lisa's statement?	My name is Lisa Covino, I'm here to speak to order APPRO-2023-15. Thank you Mayor Brodeur for filing it. To the council, I urge you to fully fund the $2.7 million shortfall in the school budget with the free cash available to the city. Our schools are crucial for the future of our community, and we cannot afford to compromise on our children's education. Thank you for voting in favor of using free cash to fund the school budget shortfall. We also support any additional funding that our schools need. This message has been signed by X Melrose residents from X wards. I will email you their names, addresses, and wards after this meeting.				
Co-Signers of the statement					
Name	Street Address	Ward	Registered Voter		
Lisa Covino	70 Park St	7-1	Y		
Chad Covino	70 Park St	7-1	Y		
Marissa Milbury	11 Whitwell St	7-1	Y		
Max Milbury	11 Whitwell St	7-1	N		
Michelle Tiu	93 Whitman Ave	7-2	Y		
David Borrelli	93 Whitman Ave	7-2	Y		
Jacqueline Caraballo	142 Whitman Ave	7-2	Y		
Lenny Genaballo	142 Whitman Ave	7-2	Y		
Jan Lamey	24 13th Street	6-2	Y		
Sarah Martorano	21 Pilgrim Rd	3-1	Y		

FY23 School Budget Shortfall Statement Signatures
docs.google.com

Please reach out if you have any questions.

All the best,
Lisa Covino
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Why is there a shortfall?	$2.7m shortfall due to 1. Impact of legacy grant practice of the duplication of grants during budget planning 2. Wrong allocation of special education tuition money to the wrong budget (operating v. school budget) 3. Increased special education and transportation costs	Source: School Committee Agenda pages 152 for shortfall explanation			
What will happen if it's not covered?	The city must vote to cover the extra costs or there will be layoffs in the school system	Source: School Committee Agenda page 160 for layoffs if not approved			
What's the city's plan?	The mayor filed for the shortfall be covered with the "free cash" (revenue the city wasn't sure we'd get from from 2022 taxes). There's over $7M in free cash, so it's okay to use the $2.7M Next the City Council has to vote to approve the use of free cash to cover this. Discussion will happen on March 13. Vote will happen at a later date	Soures: City Council Agenda announcing APPRO-2023-15 (3/6) City Council discussion 3/13 Agenda City Council vote date tbd (maybe 3/20)	APPRO-2023-15: An Appropriation from Free Cash in the Amount of Two Million, Seven Hundred Sixty-Two Thousand, Six Hundred Seventy-Four Dollars and Ninety-Three cents ($2,762,674.93) to various accounts as set forth herein.		
What can you do?	Lisa Covino will read a statement to the City Council on March 13, asking that they vote to pay the $2.7M school budget shortfall with free cash. Please add your name, street address, ward, and if you're a registered voter to support this statement (and in lieu of making your own statement).	City Council Meeting schedule			
What's Lisa's statement?	My name is Lisa Covino, I'm here to speak to order APPRO-2023-15. Thank you Mayor Brodeur for filing it. To the council, I urge you to fully fund the $2.7 million shortfall in the school budget with the free cash available to the city. Our schools are crucial for the future of our community, and we cannot afford to compromise on our children's education. Thank you for voting in favor of using free cash to fund the school budget shortfall. We also support any additional funding that our schools need. This message has been signed by 32 Melrose residents from 5 wards. I will email you their names, addresses, and wards after this meeting.				

Co-Signers of the statement			
Name	**Street Address**	**Ward**	**Registered Voter**
Lisa Covino	70 Park St	7-1	Y
Chad Covino	70 Park St	7-1	Y
Marissa Milbury	11 Whitwell St	7-1	Y
Max Milbury	11 Whitwell St	7-1	N
Michelle Tiu	93 Whitman Ave	7-2	Y
David Borrelli	93 Whitman Ave	7-2	Y
Jacqueline Caraballo	142 Whitman Ave	7-2	Y
Lenny Caraballo	142 Whitman Ave	7-2	Y
Jan Lamey	24 13th Street	6-2	Y
Sarah Martorano	21 Pilgrim Rd	3-1	Y
Stephen Martorano	21 Pilgrim Rd	3-1	Y
Alexandra Dew Silva	16 Clifton Park	1-2	Y
Kerri Jensen	34 Poplar Street	3-1	Y
Katie Skarzynski	45 Laurel Street	6-1	

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Judith Silverstone	241 Vinton Street	1-1	Y				
Lisa Lewis	18 Pine St	3-1	Y				
David Cole	24 Wentworth Rd	3-1	Y				
Alexandra Majors	61 Baxter St.	3-1	Y				
Kate Hartke	52 Mooreland Road	4-2	Y				
Ellie Fesq Hulse	297 Melrose St	1-1	Y				
Dan Fesq Hulse	297 Melrose St	1-1	Y				
Ilana Bortinger	54 Goss Ave	7-2	Y				
Jonathan Bortinger	54 Goss Ave	7-2	Y				
Jeff Doody	4 Bellevue Ave	4-1	Y				
Beth Doody	4 Bellevue Ave	4-1	Y				
Erin Hurley	27 Brunswick Park	1-1	Y				
Rebecca Taplin	219 Beech Ave	7-2	Y				
Clio McClatchey	35 Maple Rd	1-1	Y				
Mason McClatchey	35 Maple Rd	1-1	Y				
Daniel Sigward	219 Beech Ave	7-2	Y				
Erin Hobin-Audet	80 Park Street	7-1	Y				
Rebekah Hartwell	51 Apple Hill Rd	4-2	Y				

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Sarah Jeune [redacted]
Sent: Monday, March 13, 2023 10:00 PM
To: City Council
Subject: Melrose public school shortfall

City Councilors,

My name is Sarah Jeune and as a Melrose Public Schools parent, I'm asking that you vote unanimously to fund the $2.5 million dollar shortfall to support the schools using the free cash available from the city.

Thank you

Sent from my iPhone
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ELECTIONS OFFICE
CITY CLERK'S OFFICE
CITY HALL, 562 MAIN STREET
MELROSE, MA 02176
TELEPHONE – (781) 979-4116

TO: Honorable Mayor Paul Brodeur

DATE: February 28, 2023

FROM: Kristin Foote
City Clerk | Interim Elections Administrator

RE: Request for Free Cash

The City Clerk, Elections Office and Board of Registrars of Voters respectfully request an appropriation from free cash in the amount of $35,449 to purchase essential voting equipment and necessary supplies to continue the City's commitment to secure, straightforward and efficient elections.

Casting History

In 2020, vote-by-mail ("VBM") was first allowed due to Covid-19 health restrictions and in the presidential election approximately 16,000 ballots were mailed and 2,000 cast in person. The recently passed Votes Act of 2022 has increased accessibility and participation by providing registered voters with the permanent option of VBM. A byproduct of this accessibility has been quadrupled tasks around ballot preparation and processing as well as increased demand on poll workers during election day. VBM casting occurs concurrent with in-person casting and this has added pressure to election workers as they process the resultant increased VBM volume.

Of the approximately 14,000 ballots cast in the recent 2022 state election, they were cast almost equally: 50% in person on election day and 50% via VBM. We seek to purchase one high-speed tabulator to alleviate volume stressors as we continue our efficient and accurate elections. The unit currently in use by Somerville, Cambridge and Boston provide a speed of 85-100 pre-folded/mailed ballots per minute and will significantly reduce processing time as well as poll worker fatigue. To provide a sense of perspective, the tabulators currently used in Melrose scan in-person and VBM ballots approximately 8 ballots per minute. Ballots processed by the new equipment will occur on election day, by precinct, in full view of the public. Currently the Secretary of State's Elections Division has approved this high efficiency unit for use in the Commonwealth and there is a sole source supplier.

Office Equipment

Additionally, free cash is being sought to replace irreparable broken desks, purchased circa 2005, and to purchase modular workstations to provide functional workspace, tools, and processing stations for the staff who supplement the Elections Administrator in handling the added processing. Part of this request will be used to purchase secure storage to comply with state regulations that election materials (ballots, envelopes, tabulation, and tally sheets) be secured and stored for 22 months.

Thank you for your consideration.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)



Company Address	10 Manor Parkway, Unit B Salem, NH 03079 US	Created Date	12/12/2022
		Quote Number	00000868

Contact Information

Prepared By	Brenda L'Italien	Customer Name	Melrose
Title	Director of Business Development	Contact Name	Kristin Foote
Phone	(978) 651-2511	Title	City Clerk
Email	bcm@lhsassociates.com	Email	kfoote@cityofmelrose.org

Address Information

Bill To Name	Melrose
Bill To	562 Main Street Melrose, MA 02176

Product Code	Product	Product Description	Sales Price	Quantity	Total Price
DVS-55	ICC Annual Software License Fee	Annual Software license fee after the purchase warranty expires.	$2,500.00	1.00	$2,500.00
DVS-115	ImageCast Central Bundle (1 Year Warranty)		$25,000.00	1.00	$25,000.00

Subtotal	$27,500.00
Total Price	$27,500.00

Signature

By signing below, you are acknowledging that the above pricing is accurate and within budget, and that you are ready to move forward with the official purchase and contract initiation:

Customer Signature: _____

Printed Name & Title: _____

Date: _____

Anticipated First Use Date: _____

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COSTS ESTIMATED and based on available pricing

Shipping/handling not included

Storage:

BALLOT ENVELOPES
BALLOT REQUEST POSTCARDS:
Secure Storage Bins with Latch)
$502.53 Est: $503.

Equipment:

72 inch adjustable height tables
4 @ $425. $1,700.00

48 inch adjustable height tables
2 @ $355. $710.00

work stools
3 @ $355 $1,065

L- return workstation 1 draw
1 @ $588. $588.00

1 corner desk
1 @ $212. $212.00

privacy panel
1 @ $155. $155.00

metal permanent locked storage boxes
28 @ $104. $2,912.00

secure in-person deposit box
1 @ $104. $104.00

TOTAL $7,949.

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CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: March 2, 2023

Re: 3/6/23 Requested Free Cash Appropriations

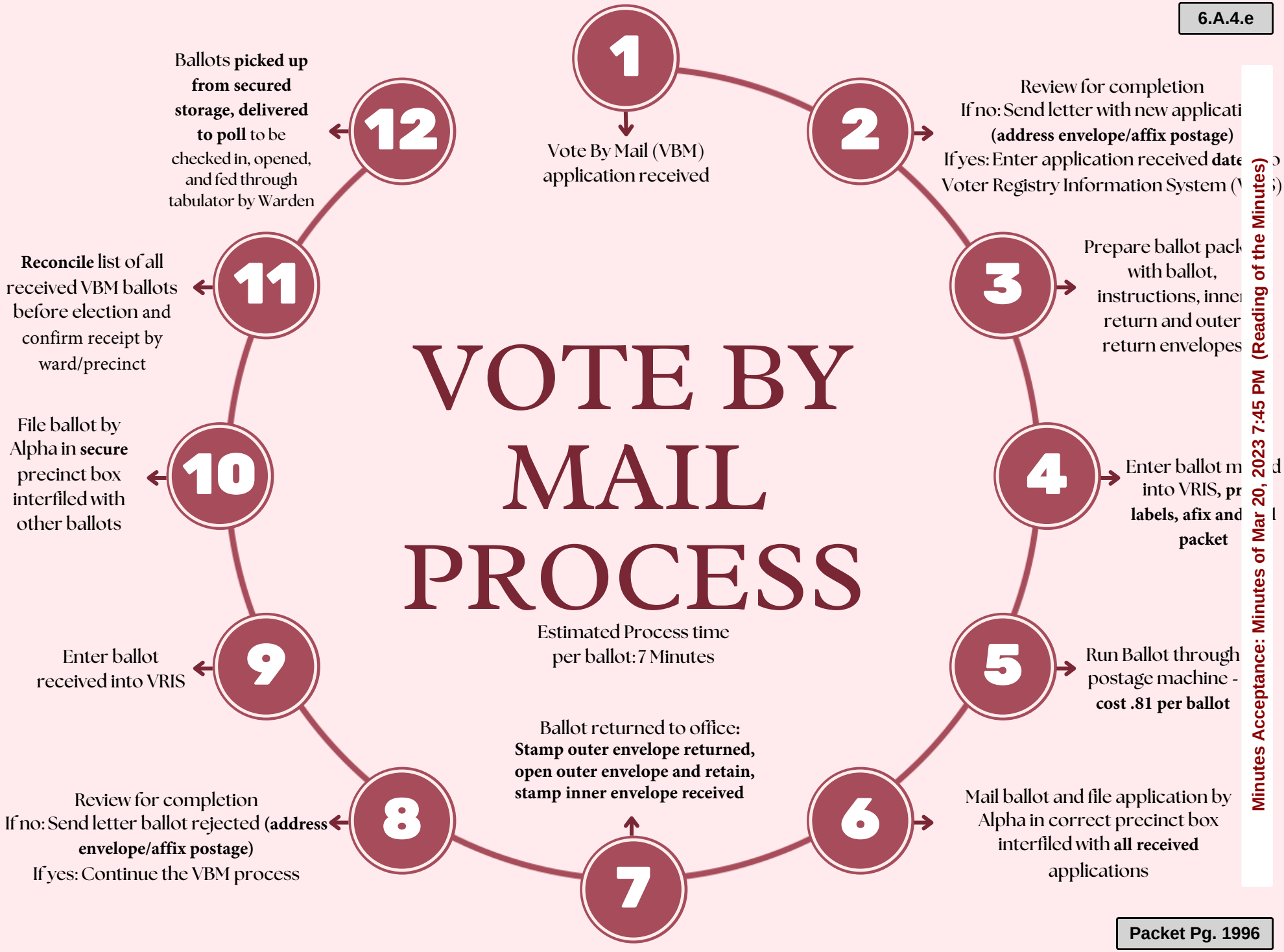
Please be advised, if the following orders presented on the 3/6/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Request	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
If APPRO-2023-14 is approved	*35,311.00*	7,124,595.00	School
If APPRO-2023-15 is approved	*2,762,674.93*	4,361,920.07	School
If APPRO-2023-16 is approved	*35,449.00*	4,326,471.07	Elections
If APPRO-2023-17 is approved	*903,000.00*	3,423,471.07	Public Safety

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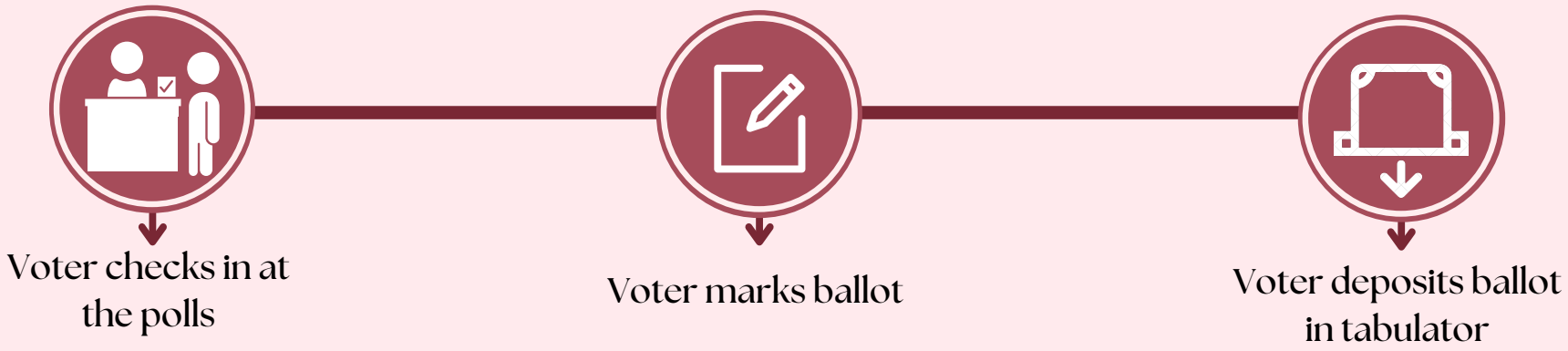
VOTE BY MAIL PROCESS

Estimated Process time per ballot: 7 Minutes



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VOTER PROCESS PRIOR TO VOTE BY MAIL



CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Free Cash Request for Melrose Police & Fire Radio System Upgrade
Date: March 6, 2023

I am hereby requesting that the Honorable City Council appropriate $903,000 to fund the replacement of the City's Police and Fire safety radio equipment.

As you are aware, in addition to adequately funding our schools, our public safety infrastructure is our highest priority. The outdated radio system currently used by the Melrose Police and Fire Departments is several decades old, with replacement parts increasingly hard to find. This is especially the case for the portable radios that our first responders use on a daily basis to provide services to the Melrose community. Effective, clear, uninterrupted communication between first responders, dispatch, and any outside agencies is critical, and broken equipment poses a significant challenge to effective operations and safety.

The radio system upgrade proposed will provide modern equipment that can be supported by the manufacturers. It will provide redundancy in the case of a failure of the primary system. It also meets interoperability requirements set forth by the Commonwealth of Massachusetts' Executive Office of Public Safety and Security. Most importantly, it will continue to meet the needs of the MPD and MFD even if we ultimately replace the current public safety buildings.

I want to thank Chief Ed Collina and Chief Kevin Faller for their tireless efforts in seeking outside funding for this critical need, including applying for a public safety grant through the Mass Gaming Commission's Community Mitigation Fund. However, our application through this program is by no means guaranteed to be successful and at best would only provide a portion of the cost of this complete system upgrade. Therefore, we are requesting the full cost be appropriated by the City Council at this time.

CFO Dello Russo and I are in complete agreement that this important public safety project merits funding through Free Cash and we respectfully ask your prompt consideration and approval of this request.

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CITY OF MELROSE POLICE DEPARTMENT

KEVIN FALLER
Chief of Police
Public Records Custodian

Office of the Chief
56 West Foster Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4457
Facsimile - (781) 979-4488

MEMORANDUM

To: Mayor Paul Brodeur
From: Chief Kevin M. Faller (MPD) / Chief Edward Collina (MFD)
Date: February 27, 2023
Re: Free Cash Request – Melrose Police & Fire Radio System Upgrade
Cc: CFO Patrick Dello Russo / Margot Fleischman (Chief of Staff)

Mr. Mayor:

Please take this communication as an official request to allocate free cash in the amount of **$903,000 (nine hundred and three thousand dollars)** for the purchase and completion of a ***radio system upgrade*** for the Melrose Police and Fire Departments. Cyber Communications, Inc provided a detailed quote and breakdown of the project in July of 2022, and it is enclosed with this request.

The current public safety radio system and equipment that is being used is outdated and major components of the system are no longer supported. Our portable radios and radio system is our most used piece of equipment. Portable radios are used by our Fire and Police personnel on every call for service. Communication is an important part of every emergency response. To ensure the safety of our first responders and the residents of our community who rely on our public safety personnel to respond effectively and efficiently, this upgrade is imperative. Failure of our radio system and/or portable radios will result in a poor outcome for us and our customers who we provide services to on a daily basis.

The project consists of an upgrade for both the radio frequency (RF) infrastructure and dispatch console equipment, upgrade antenna systems as needed (20-30 years old), as well as upgrading portable radios that are outdated and are no longer supported. Currently, the Melrose Police and Fire radio system uses telecommunication circuits to all RF sites except Mount Hood repeaters. Verizon is no longer supporting FDDA or RNTA circuits. This project will upgrade all sites to fiber or microwave for both Melrose Police and Fire. This will allow the new Motorola repeaters and receivers the IP connection they need.

We have also been assured by Cybercomm, Inc. that this needed upgrade to the system will not be obsolete if a new police or fire station are constructed in the future.

The radio upgrade will provide redundancy as well. This is important in the case of a failure of the primary system, there will be an immediate backup system to ensure radio communications stay online,

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thus maintaining public safety. Effective, clear, uninterrupted communication between first responders, dispatch, and any outside agencies is critical.

The radio equipment and upgrade proposal has also been reviewed and meets interoperability requirements set forth by the Commonwealth of Massachusetts' Executive Office of Public Safety and Security.

Thank you for your prompt attention to this matter and please feel free to contact us with any questions.

Chief Kevin M. Faller (MPD)

Chief Edward Collina (MFD)

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QUOTE-2

MOTOROLA SOLUTIONS







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MELROSE FIRE DEPT, CITY OF

02/28/2023

The design, technical, pricing, and other information (" Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote (" Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-2067811

02/28/2023

MELROSE FIRE DEPT, CITY OF
576 MAIN ST
MELROSE, MA 02176

Dear Kevin Walsh ,

Motorola Solutions is pleased to present MELROSE FIRE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MELROSE FIRE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to John Connolly at jconnolly@cybercomminc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

John Connolly

Motorola Solutions Manufacturer's Representative

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MOTOROLA SOLUTIONS

QUOTE-2067811

Billing Address:
MELROSE FIRE DEPT, CITY OF
576 MAIN ST
MELROSE, MA 02176
US

Quote Date:02/28/2023
Expiration Date:04/29/2023
Quote Created By:
John Connolly
jconnolly@cybercomminc.com

End Customer:
MELROSE FIRE DEPT, CITY OF
Kevin Walsh
kwalsh@cityofmelrose.org
781-979-4154

Contract: 22564 - ITT57 MA STATE

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98SDF9PW6BN	APX6000 UHF R2 MODEL 2.5 PORTABLE	45	$3,595.00	$2,696.25	$121,331.25
1a	H869BZ	ENH: MULTIKEY	45	$363.00	$272.25	$12,251.25
1b	Q445AG	ADD: APX PERSONNEL ACCOUNTABILITY	45	$165.00	$123.75	$5,568.75
1c	QA02006AA	ENH: APX6000XE RUGGED RADIO	45	$880.00	$660.00	$29,700.00
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	45	$184.00	$184.00	$8,280.00
1e	QA09001AB	ADD: WIFI CAPABILITY	45	$330.00	$247.50	$11,137.50
1f	H35BU	ADD: CONVENTIONAL OPERATION	45	$550.00	$412.50	$18,562.50
1g	QA01427AB	ALT: IMPACT GREEN HOUSING	45	$28.00	$21.00	$945.00
1h	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	45	$567.00	$425.25	$19,136.25
1i	Q629AK	ENH: AES ENCRYPTION AND ADP	45	$523.00	$392.25	$17,651.25
2	LSV00Q00202A	DEVICE PROGRAMMING	45	$71.43	$71.43	$3,214.35
3	LSV00Q00203A	DEVICE INSTALLATION	45	$64.29	$64.29	$2,893.05

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

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MOTOROLA SOLUTIONS

QUOTE-2067811

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	45	$213.15	$147.07	$6,618.15
5	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	6	$169.56	$117.00	$702.00
6	AY000222A01	CARRY ACCESSORY-CASE,APX7000 FIRE	45	$60.48	$41.73	$1,877.85
7	PMMN4106D	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,AUDIO ACCESSORY-AUDIO ADAPTER,APX XE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN	45	$665.28	$459.04	$20,656.80
8	AY000223A01	CARRY ACCESSORY-STRAP,WITH BUTTON BACK HOLDER	45	$54.00	$37.26	$1,676.70
9	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	11	$1,420.20	$979.94	$10,779.34

Grand Total $292,981.99(USD)

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Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

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MOTOROLA SOLUTIONS

Quote Number: QUOTE-1793012

CYBER CommInc.

Billing Address:
MELROSE POLICE DEPT, CITY OF
56 W FOSTER ST
MELROSE MA, 02176

Quote Date: 2023-02-28
Expiration Date: 2023-06-30

Quote Created By:
John Connolly

jconnolly@cybercomminc.com

Customer: MELROSE POLICE DEPT, CITY OF
Contact Name: Chief Kevin Faller
Contact Email: kfaller@cityofmelrose.org
Contact Phone: 781-665-1212

Currency: USD

Terms and Conditions: PSE01 / NET 45 DAYS

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price	Discount %	Discount $	Unit Sale Price	Ext. Sale Pric
	GTR 8000 Base Radio	MELROSE POLICE REPEATER - MT HOOD							
1	T7039A	GTR 8000 BASE RADIO.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
1a	CA01253AA	INC: BR PRESELECTOR UHF 435-470 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
1b	CA01130AA	INC: GTR UHF DUPLEXER 435-470 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
1c	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE.	1	$14,600.00	$14,600.00	19.00%	$2,774.00	$11,826.00	$11,826.0
1d	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW.	1	$1,000.00	$1,000.00	19.00%	$190.00	$810.00	$810.0
1e	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
1f	X265AP	ADD: BR PRESELECTOR 380-512 MHZ.	1	$500.00	$500.00	19.00%	$95.00	$405.00	$405.0
1g	X182BZ	ADD: DUPLEXER, UHF.	1	$1,380.00	$1,380.00	19.00%	$262.20	$1,117.80	$1,117.8
1h	X640AL	ADD: UHF R2 (435-524 MHZ).	1	$6,300.00	$6,300.00	19.00%	$1,197.00	$5,103.00	$5,103.0
1i	CA02447AA	ADD: G-SERIES INDOOR CABINET 24RU.	1	$1,600.00	$1,600.00	19.00%	$304.00	$1,296.00	$1,296.0
	GTR 8000 Base Radio	MELROSE FIRE REPEATER - MT HOOD							
2	T7039A	GTR 8000 BASE RADIO.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
2a	CA01254AA	INC: BR PRESELECTOR UHF 470-512 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
2b	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE.	1	$14,600.00	$14,600.00	19.00%	$2,774.00	$11,826.00	$11,826.0
2c	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW.	1	$1,000.00	$1,000.00	19.00%	$190.00	$810.00	$810.0
2d	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
2e	X265AP	ADD: BR PRESELECTOR 380-512 MHZ.	1	$500.00	$500.00	19.00%	$95.00	$405.00	$405.0
2f	CA01120AA	INC: GTR UHF DUPLEXER 470-494 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
2g	X153AW	ADD: RACK MOUNT HARDWARE.	1	$50.00	$50.00	19.00%	$9.50	$40.50	$40.5
2h	X182BZ	ADD: DUPLEXER, UHF.	1	$1,380.00	$1,380.00	19.00%	$262.20	$1,117.80	$1,117.8
2i	X640AL	ADD: UHF R2 (435-524 MHZ).	1	$6,300.00	$6,300.00	19.00%	$1,197.00	$5,103.00	$5,103.0
	GTR 8000 Base Radio	MELROSE POLICE REPEATER - PDHQ							
3	T7039A	GTR 8000 BASE RADIO.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
3a	CA01253AA	INC: BR PRESELECTOR UHF 435-470 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0

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3b	CA01130AA	INC: GTR UHF DUPLEXER 435-470 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
3c	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE.	1	$14,600.00	$14,600.00	19.00%	$2,774.00	$11,826.00	$11,826.0
3d	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW.	1	$1,000.00	$1,000.00	19.00%	$190.00	$810.00	$810.0
3e	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
3f	X265AP	ADD: BR PRESELECTOR 380-512 MHZ.	1	$500.00	$500.00	19.00%	$95.00	$405.00	$405.0
3g	X153AW	ADD: RACK MOUNT HARDWARE.	1	$50.00	$50.00	19.00%	$9.50	$40.50	$40.5
3h	X182BZ	ADD: DUPLEXER, UHF.	1	$1,380.00	$1,380.00	19.00%	$262.20	$1,117.80	$1,117.8
3i	X640AL	ADD: UHF R2 (435-524 MHZ).	1	$6,300.00	$6,300.00	19.00%	$1,197.00	$5,103.00	$5,103.0
	GTR 8000 Base Radio	**MELROSE FIRE REPEATER - FDHQ**							
4	T7039A	GTR 8000 BASE RADIO.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
4a	CA01254AA	INC: BR PRESELECTOR UHF 470-512 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
4b	CA01948AA	ADD: DIGITAL CONVENTIONAL SOFTWARE.	1	$14,600.00	$14,600.00	19.00%	$2,774.00	$11,826.00	$11,826.0
4c	CA01502AA	ADD: ASTRO 25 CONV SIMULCAST SW.	1	$1,000.00	$1,000.00	19.00%	$190.00	$810.00	$810.0
4d	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
4e	X265AP	ADD: BR PRESELECTOR 380-512 MHZ.	1	$500.00	$500.00	19.00%	$95.00	$405.00	$405.0
4f	CA01120AA	INC: GTR UHF DUPLEXER 470-494 MHZ.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
4g	X153AW	ADD: RACK MOUNT HARDWARE.	1	$50.00	$50.00	19.00%	$9.50	$40.50	$40.5
4h	X182BZ	ADD: DUPLEXER, UHF.	1	$1,380.00	$1,380.00	19.00%	$262.20	$1,117.80	$1,117.8
4i	X640AL	ADD: UHF R2 (435-524 MHZ).	1	$6,300.00	$6,300.00	19.00%	$1,197.00	$5,103.00	$5,103.0
	GPW 8000 Receiver	**MELROSE PD & FD - ALL RX SITES**							
5	T7540A	GPW 8000 RECEIVER.	6	$1,000.00	$6,000.00	19.00%	$190.00	$810.00	$4,860.0
5a	X302AR	ADD: QTY 2 GPW 8000 RECEIVER.	6	$800.00	$4,800.00	19.00%	$152.00	$648.00	$3,888.0
5b	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY.	12	$2,000.00	$24,000.00	19.00%	$380.00	$1,620.00	$19,440.0
5c	CA00290AB	INC: UHF 435-524 8000 TRANSCEIVER.	12	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
5d	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	6	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
5e	X153AW	ADD: RACK MOUNT HARDWARE.	6	$50.00	$300.00	19.00%	$9.50	$40.50	$243.0
5f	X640AN	ADD: UHF R2 (435-524 MHZ).	12	$3,200.00	$38,400.00	19.00%	$608.00	$2,592.00	$31,104.0
5g	X465AB	ADD : RX SPLITTER.	6	$250.00	$1,500.00	19.00%	$47.50	$202.50	$1,215.0
	GPW 8000 Receiver	**MELROSE CITY CH - MW HOSP., ROOSEVELT, FULLER HOUSE & 2 WASHINGTON ST**							
6	T7540A	GPW 8000 RECEIVER.	4	$1,000.00	$4,000.00	19.00%	$190.00	$810.00	$3,240.0
6a	X301AR	ADD: QTY 1 GPW 8000 RECEIVER.	4	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
6b	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY.	4	$2,000.00	$8,000.00	19.00%	$380.00	$1,620.00	$6,480.0
6c	CA00290AB	INC: UHF 435-524 8000 TRANSCEIVER.	4	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
6d	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	4	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
6e	X640AN	ADD: UHF R2 (435-524 MHZ).	4	$3,200.00	$12,800.00	19.00%	$608.00	$2,592.00	$10,368.0
6f	CA02446AA	ADD: G-SERIES INDOOR CABINET 15RU.	4	$1,250.00	$5,000.00	19.00%	$237.50	$1,012.50	$4,050.0
	GRV 8000	**MELROSE POLICE - COMPARATOR**							
7	T8341A	GRV 8000 COMPARATOR.	1	$3,000.00	$3,000.00	19.00%	$570.00	$2,430.00	$2,430.0
7a	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE.	1	$3,000.00	$3,000.00	19.00%	$570.00	$2,430.00	$2,430.0
7b	X153AW	ADD: RACK MOUNT HARDWARE.	1	$50.00	$50.00	19.00%	$9.50	$40.50	$40.5
7c	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
7d	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE.	1	$10,500.00	$10,500.00	19.00%	$1,995.00	$8,505.00	$8,505.0
7e	CA03084AA	ADD: COMPARATOR.	1	$2,500.00	$2,500.00	19.00%	$475.00	$2,025.00	$2,025.0

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	GRV 8000	**MELROSE FIRE - COMPARATOR**							
8	T8341A	GRV 8000 COMPARATOR.	1	$3,000.00	$3,000.00	19.00%	$570.00	$2,430.00	$2,430.0
8a	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE.	1	$3,000.00	$3,000.00	19.00%	$570.00	$2,430.00	$2,430.0
8b	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
8c	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE.	1	$10,500.00	$10,500.00	19.00%	$1,995.00	$8,505.00	$8,505.0
8d	CA03084AA	ADD: COMPARATOR.	1	$2,500.00	$2,500.00	19.00%	$475.00	$2,025.00	$2,025.0
	APX™ Consolette	**BAPERN - NW TAC, AW3, PD & MUTUAL AID**							
9	L37TSS9PW1AN	ALL BAND CONSOLETTE	4	$9,551.00	$38,204.00	25.00%	$2,387.75	$7,163.25	$28,653.0
9a	G48BB	ENH: CONVENTIONAL OPERATION APX.	4	$880.00	$3,520.00	25.00%	$220.00	$660.00	$2,640.0
9b	CA01598AB	ADD: AC LINE CORD US.	4	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
9c	GA05507AA	DEL: DELETE 7/800MHZ BAND.	4	-$800.00	-$3,200.00	25.00%	-$200.00	-$600.00	-$2,400.0
9d	GA05508AA	DEL: DELETE VHF BAND.	4	-$800.00	-$3,200.00	25.00%	-$200.00	-$600.00	-$2,400.0
9e	G78AR	ADD: 3Y ESSENTIAL SERVICE.	4	$176.00	$704.00	0.00%	$0.00	$176.00	$704.0
9f	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU.	4	$868.00	$3,472.00	25.00%	$217.00	$651.00	$2,604.0
9g	G843AH	ADD: AES ENCRYPTION AND ADP.	4	$523.00	$2,092.00	25.00%	$130.75	$392.25	$1,569.0
9h	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	4	$567.00	$2,268.00	25.00%	$141.75	$425.25	$1,701.0
9i	W969BG	ADD: MULTIKEY OPERATION.	4	$363.00	$1,452.00	25.00%	$90.75	$272.25	$1,089.0
9j	W382AM	ADD: CONTROL STATION DESK GCAI MIC.	1	$186.00	$186.00	25.00%	$46.50	$139.50	$139.5
10	HKN6233C	APX CONSOLETTE RACK MOUNT KIT.	4	$200.00	$800.00	25.00%	$50.00	$150.00	$600.0
	GRV 8000								
11	**GRV 8000**	**MELROSE CITY CH - COMPARATOR**	1	$3,000.00	$3,000.00	19.00%	$570.00	$2,430.00	$2,430.0
11a	CA03317AA	ADD: DIGITAL CONV SIMULCAST SOFTWARE.	1	$3,000.00	$3,000.00	19.00%	$570.00	$2,430.00	$2,430.0
11b	X153AW	ADD: RACK MOUNT HARDWARE.	1	$50.00	$50.00	19.00%	$9.50	$40.50	$40.5
11c	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
11d	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE.	1	$10,500.00	$10,500.00	19.00%	$1,995.00	$8,505.00	$8,505.0
11e	CA03084AA	ADD: COMPARATOR.	1	$2,500.00	$2,500.00	19.00%	$475.00	$2,025.00	$2,025.0
	APX™ Consolette	**METRO FIRE CHANNELS & MELROSE PD**							
12	L37TSS9PW1AN	ALL BAND CONSOLETTE.	5	$9,551.00	$47,755.00	25.00%	$2,387.75	$7,163.25	$35,816.2
12a	G90AC	ADD: NO MICROPHONE NEEDED APX.	5	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
12b	G48BB	ENH: CONVENTIONAL OPERATION APX.	5	$880.00	$4,400.00	25.00%	$220.00	$660.00	$3,300.0
12c	CA01598AB	ADD: AC LINE CORD US.	5	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
12d	GA05507AA	DEL: DELETE 7/800MHZ BAND.	5	-$800.00	-$4,000.00	25.00%	-$200.00	-$600.00	-$3,000.0
12e	GA05508AA	DEL: DELETE VHF BAND.	5	-$800.00	-$4,000.00	25.00%	-$200.00	-$600.00	-$3,000.0
12f	G78AR	ADD: 3Y ESSENTIAL SERVICE.	5	$176.00	$880.00	0.00%	$0.00	$176.00	$880.0
12g	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU.	5	$868.00	$4,340.00	25.00%	$217.00	$651.00	$3,255.0
12h	G843AH	ADD: AES ENCRYPTION AND ADP.	5	$523.00	$2,615.00	25.00%	$130.75	$392.25	$1,961.2
12i	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	5	$567.00	$2,835.00	25.00%	$141.75	$425.25	$2,126.2
12j	W969BG	ADD: MULTIKEY OPERATION.	5	$363.00	$1,815.00	25.00%	$90.75	$272.25	$1,361.2
13	HKN6233C	APX CONSOLETTE RACK MOUNT KIT.	5	$200.00	$1,000.00	25.00%	$50.00	$150.00	$750.0
	APX™ 6500 / Enh Series	**DISPATCH EMERGENCY RADIO**							
14	M25SSS9PW1AN	APX6500 UHF R2 MID POWER MOBILE.	1	$2,896.00	$2,896.00	25.00%	$724.00	$2,172.00	$2,172.0
14a	G806BE	ADD: ASTRO DIGITAL CAI OPERATION.	1	$567.00	$567.00	25.00%	$141.75	$425.25	$425.2
14b	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
14c	G48BD	ENH: CONVENTIONAL OPERATION APX6500.	1	$550.00	$550.00	25.00%	$137.50	$412.50	$412.5

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14d	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX.	2	$17.00	$34.00	25.00%	$4.25	$12.75	$25.5
14e	G142AD	ADD: NO SPEAKER APX.	2	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
14f	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	1	$176.00	$176.00	0.00%	$0.00	$176.00	$176.0
14g	G67BZ	ADD: REMOTE MOUNT 02 CH MID POWER.	1	$327.00	$327.00	25.00%	$81.75	$245.25	$245.2
14h	G843AH	ADD: AES ENCRYPTION AND ADP.	1	$523.00	$523.00	25.00%	$130.75	$392.25	$392.2
14i	GA00092AL	ADD: APX DUAL-CONTROL HARDWARE (O2 GREY).	1	$627.00	$627.00	25.00%	$156.75	$470.25	$470.2
14j	GA00804AA	ADD: APX O2 CH (GREY).	1	$541.00	$541.00	25.00%	$135.25	$405.75	$405.7
14k	G89AC	ADD: NO RF ANTENNA NEEDED.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
14l	G444AE	ADD: APX CONTROL HEAD SOFTWARE.	1	$0.00	$0.00	0.00%	$0.00	$0.00	$0.0
14m	W22BA	ADD: STD PALM MICROPHONE APX.	2	$79.00	$158.00	25.00%	$19.75	$59.25	$118.5
14n	W969BG	ADD: MULTIKEY OPERATION.	1	$363.00	$363.00	25.00%	$90.75	$272.25	$272.2
15	HPN4007D	POWER SUPPLY 14V 15A UNI 110/240 VAC US PLUG.	1	$319.68	$319.68	31.00%	$99.10	$220.58	$220.5

Net Total	**$293,289.2**
Estimated Tax	**$0.0**
Estimated Freight	**$0.0**
Grand Total	**$293,289.2**

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MELROSE POLICE & FIRE DEPARTMENTS
56 WEST FOSTER STREET
MELROSE, MA 02176
ATTN. CHIEF KEVIN FALLER & CHIEF ED COLLINO
PHONE: (781) 665-1212

Cyber Communications, Inc.
56 Holton Street
Woburn, MA 01801
781-647-1010

DATE: FEBRUARY 28, 2023

SALES PERSON: JOHN CONNOLLY

QTY	NOMENCLATURE	MOTOROLA SIMULCAST RADIO SYSTEM	UNIT LIST (DUP)	EXT LIST (DUP)	PSE01 UNIT	PSE01 EXTENDED
		MELROSE POLICE & FIRE & CITY SIMULCAST RADIO SYSTEM				
		MT HOOD SIMULCAST - POLICE & FIRE				
1	THN1012A	7' EQUIPMENT RACK	$ 1,489.00	$ 1,489.00	$ 1,310.32	$ 1,310.3
4	0784469Y02	CABLE MANAGEMENT	$ 125.00	$ 500.00	$ 110.00	$ 440.0
1	3182602Y06	VERTICAL GROUND BAR	$ 98.00	$ 98.00	$ 86.24	$ 86.2
2	2983724Y01	LUG NUTS AND MISCELLANEOUS HARDWARE	$ 75.00	$ 150.00	$ 66.00	$ 132.0
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR TRANSMIT SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 3,600.00	$ 3,600.00	$ 3,168.00	$ 3,168.0
2		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 700.00	$ 308.00	$ 616.0
1	2402-013	OROLIA SPECTRACOM SECURESYNC GPS MASTER OSCILLATOR W/AC CORD	$ 6,383.00	$ 6,383.00	$ 5,617.04	$ 5,617.0
1	1204-17	OROLIA SPECTRACOM OPTION CARD WITH COMPOSITE OUTPUTS	$ 1,728.00	$ 1,728.00	$ 1,520.64	$ 1,520.6
1	8230	OROLIA SPECTRACOM GPS ANTENNA AND BRACKET	$ 437.00	$ 437.00	$ 384.56	$ 384.5
1	8226	OROLIA SPECTRACOM ANTENNA LINE SURGE PROTECTOR	$ 454.00	$ 454.00	$ 399.52	$ 399.5
		MT HOOD ANTENNA SYSTEM - POLICE & FIRE & CITY				
2	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 2,260.00	$ 994.40	$ 1,988.8
1	COL45-470	RFI UHF (450-470 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
30	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 89.40	$ 2.62	$ 78.6
3	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 85.50	$ 25.08	$ 75.2
9	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 171.00	$ 16.72	$ 150.4
600	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 2,610.00	$ 3.83	$ 2,296.8
6	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 157.50	$ 23.10	$ 138.6
6	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 154.50	$ 22.66	$ 135.9
3	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 267.00	$ 78.32	$ 234.9
1	ANT WORK	ANTENNA INSTALLATION AT MT HOOD INCLUDES LABOR, MOUNTING			$ 16,510.00	$ 16,510.0
		HARDWARE - NON-PREVAILING WAGE				
		POLICE STATION SIMULCAST - POLICE & FIRE & CITY				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR TRANSMIT SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
3	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 2,600.00	$ 7,800.00	$ 2,288.00	$ 6,864.0
1	MISC	MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	2402-013	OROLIA SPECTRACOM SECURESYNC GPS MASTER OSCILLATOR W/AC CORD	$ 6,383.00	$ 6,383.00	$ 5,617.04	$ 5,617.0
1	1204-17	OROLIA SPECTRACOM OPTION CARD WITH COMPOSITE OUTPUTS	$ 1,728.00	$ 1,728.00	$ 1,520.64	$ 1,520.6
1	8230	OROLIA SPECTRACOM GPS ANTENNA AND BRACKET	$ 437.00	$ 437.00	$ 384.56	$ 384.5
1	8226	OROLIA SPECTRACOM ANTENNA LINE SURGE PROTECTOR	$ 454.00	$ 454.00	$ 399.52	$ 399.52

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		POLICE STATION ANTENNA SYSTEM - POLICE & FIRE & CITY				
1	CS4552-0805	RFI HYBRID CONTROL STATION COMBINER - UHF (450-520 MHZ) - 8 PORT	$ 17,480.00	$ 17,480.00	$ 15,382.40	$ 15,382.4
2	ANT480F2	TELEWAVE ANT480F2 UHF (450-512 MHZ) 2.5 DB ANTENNA	$ 987.00	$ 1,974.00	$ 908.04	$ 1,816.0
1	COL45-470	RFI UHF (450-470 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
300	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 894.00	$ 2.62	$ 786.7
6	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 171.00	$ 25.08	$ 150.4
12	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 228.00	$ 16.72	$ 200.6
1	ANT WORK	ANTENNA INSTALLATION AT PDHQ INCLUDES LABOR, MOUNTING			$ 7,230.00	$ 7,230.0
		HARDWARE - NON-PREVAILING WAGE				
		FIRE STATION SIMULCAST - POLICE & FIRE & CITY				
1	THN1012A	7' EQUIPMENT RACK	$ 1,489.00	$ 1,489.00	$ 1,310.32	$ 1,310.3
4	0784469Y02	CABLE MANAGEMENT	$ 125.00	$ 500.00	$ 110.00	$ 440.0
1	3182602Y06	VERTICAL GROUND BAR	$ 98.00	$ 98.00	$ 86.24	$ 86.2
2	2983724Y01	LUG NUTS AND MISCELLANEOUS HARDWARE	$ 75.00	$ 150.00	$ 66.00	$ 132.0
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR TRANSMIT SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 2,600.00	$ 2,600.00	$ 2,288.00	$ 2,288.0
1	MISC	MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	2402-013	OROLIA SPECTRACOM SECURESYNC GPS MASTER OSCILLATOR W/AC CORD	$ 6,383.00	$ 6,383.00	$ 5,617.04	$ 5,617.0
1	1204-17	OROLIA SPECTRACOM OPTION CARD WITH COMPOSITE OUTPUTS	$ 1,728.00	$ 1,728.00	$ 1,520.64	$ 1,520.6
1	8230	OROLIA SPECTRACOM GPS ANTENNA AND BRACKET	$ 437.00	$ 437.00	$ 384.56	$ 384.5
1	8226	OROLIA SPECTRACOM ANTENNA LINE SURGE PROTECTOR	$ 454.00	$ 454.00	$ 399.52	$ 399.5
1	CS4552-0805	RFI HYBRID CONTROL STATION COMBINER - UHF (450-520 MHZ) - 8 PORT	$ 17,480.00	$ 17,480.00	$ 15,382.40	$ 15,382.4
		FIRE STATION ANTENNA SYSTEM				
3	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 3,390.00	$ 994.40	$ 2,983.2
40	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 119.20	$ 2.77	$ 110.8
4	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 114.00	$ 26.51	$ 106.0
12	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 228.00	$ 16.72	$ 200.6
400	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 1,740.00	$ 3.83	$ 1,531.2
8	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 210.00	$ 23.10	$ 184.8
8	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 206.00	$ 22.66	$ 181.2
4	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 356.00	$ 78.32	$ 313.2
1	ANT WORK	ANTENNA INSTALLATION AT FDHQ INCLUDES LABOR, MOUNTING			$ 15,120.00	$ 15,120.0
		HARDWARE - NON-PREVAILING WAGE				
		STEELE HOUSE RECEIVE SITE - POLICE & FIRE & CITY				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 3,600.00	$ 3,600.00	$ 3,168.00	$ 3,168.0
		STEELE HOUSE ANTENNA SYSTEM				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 29.80	$ 2.77	$ 27.7
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 28.50	$ 26.51	$ 26.5
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 57.00	$ 16.72	$ 50.1
50	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 217.50	$ 3.83	$ 191.4
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 52.50	$ 23.10	$ 46.2
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 51.50	$ 22.66	$ 45.3

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2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 178.00	$ 78.32	$ 156.64
1	ANT WORK	ANTENNA INSTALLATION AT STEELE HOUSE INCLUDES LABOR, MOUNTING			$ 7,760.00	$ 7,760.0
		HARDWARE - NON-PREVAILING WAGE				
		LINCOLN SCHOOL RECEIVE SITE - POLICE & FIRE & CITY				
3	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	$ 4,320.00	$ 12,960.00	$ 3,801.60	$ 11,404.8
1		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 3,600.00	$ 3,600.00	$ 3,168.00	$ 3,168.0
		LINCOLN SCHOOL ANTENNA SYSTEM				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 29.80	$ 2.77	$ 27.7
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 28.50	$ 26.51	$ 26.5
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 57.00	$ 16.72	$ 50.1
150	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 652.50	$ 3.83	$ 574.2
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 52.50	$ 23.10	$ 46.2
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 51.50	$ 22.66	$ 45.3
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 178.00	$ 78.32	$ 156.6
1	ANT WORK	ANTENNA INSTALLATION AT LINCOLN SCHOOL INCLUDES LABOR, MOUNTING			$ 16,680.00	$ 16,680.0
		HARDWARE - NON-PREVAILING WAGE				
		MELROSE/WAKEFIELD HOSPITAL RECEIVE SITE - POLICE & FIRE & CITY				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 2,600.00	$ 2,600.00	$ 2,288.00	$ 2,288.0
1	THN1012A	7' EQUIPMENT RACK	$ 1,489.00	$ 1,489.00	$ 1,310.32	$ 1,310.3
4	0784469Y02	CABLE MANAGEMENT	$ 125.00	$ 500.00	$ 110.00	$ 440.0
1	3182602Y06	VERTICAL GROUND BAR	$ 98.00	$ 98.00	$ 86.24	$ 86.2
2	2983724Y01	LUG NUTS AND MISCELLANEOUS HARDWARE	$ 75.00	$ 150.00	$ 66.00	$ 132.0
		MELROSE/WAKEFIELD HOSPITAL ANTENNA SYSTEM				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 29.80	$ 2.77	$ 27.7
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 28.50	$ 26.51	$ 26.5
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 57.00	$ 16.72	$ 50.1
150	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 652.50	$ 3.83	$ 574.2
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 52.50	$ 23.10	$ 46.2
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 51.50	$ 22.66	$ 45.3
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 178.00	$ 78.32	$ 156.6
1	ANT WORK	ANTENNA INSTALLATION AT M/W HOSPITAL INCLUDES LABOR, MOUNTING			$ 11,095.00	$ 11,095.0
		HARDWARE - NON-PREVAILING WAGE				
		ROOSEVELT SCHOOL RECEIVE SITE - POLICE & FIRE & CITY				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 3,600.00	$ 3,600.00	$ 3,168.00	$ 3,168.0
		ROOSEVELT SCHOOL ANTENNA SYSTEM				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 29.80	$ 2.77	$ 27.7
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 28.50	$ 26.51	$ 26.51

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 57.00	$ 16.72	$ 50.16
150	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 652.50	$ 3.83	$ 574.2
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 52.50	$ 23.10	$ 46.2
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 51.50	$ 22.66	$ 45.3
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 178.00	$ 78.32	$ 156.6
1	ANT WORK	ANTENNA INSTALLATION AT ROOSEVELT SCHOOL INCLUDES LABOR, MOUNTING			$ 12,660.00	$ 12,660.0
		HARDWARE - NON-PREVAILING WAGE				
		FULLER HOUSE RECEIVE SITE - POLICE & FIRE & CITY				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 3,600.00	$ 3,600.00	$ 3,168.00	$ 3,168.0
		FULLER HOUSE ANTENNA SYSTEM				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 29.80	$ 2.77	$ 27.7
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 28.50	$ 26.51	$ 26.5
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 57.00	$ 16.72	$ 50.1
150	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 652.50	$ 3.83	$ 574.2
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 52.50	$ 23.10	$ 46.2
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 51.50	$ 22.66	$ 45.3
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 178.00	$ 78.32	$ 156.6
1	ANT WORK	ANTENNA INSTALLATION AT PDHQ INCLUDES LABOR, MOUNTING			$ 7,570.00	$ 7,570.0
		HARDWARE - NON-PREVAILING WAGE				
		2 WASHINGTON ST RECEIVE SITE - POLICE & FIRE & CITY				
1	ALPHA UPS	HEAVY DUTY UPS AND BATTERIES FOR RECEIVER SITE	$ 4,320.00	$ 4,320.00	$ 3,801.60	$ 3,801.6
1		MISCELLANEOUS HARDWARE, GROUNDING	$ 350.00	$ 350.00	$ 308.00	$ 308.0
1	ARUBA 2930F SW	24G POE +4 SFP SWITCH 24 PORT MANAGABLE	$ 3,600.00	$ 3,600.00	$ 3,168.00	$ 3,168.0
		2 WASHINGTON ST ANTENNA SYSTEM				
1	COL45-490	RFI UHF (470-490 MHz) 7dBd OMNIDIRECTIONAL ANTENNA	$ 1,130.00	$ 1,130.00	$ 994.40	$ 994.4
10	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	$ 2.98	$ 29.80	$ 2.77	$ 27.7
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE	$ 28.50	$ 28.50	$ 26.51	$ 26.5
3	TDN9289	221213 CABLE WRAP WEATHERPROOFING	$ 19.00	$ 57.00	$ 16.72	$ 50.1
150	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET	$ 4.35	$ 652.50	$ 3.83	$ 574.2
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE	$ 26.25	$ 52.50	$ 23.10	$ 46.2
2	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE	$ 25.75	$ 51.50	$ 22.66	$ 45.3
2	LP-BTR-NMS	TIMES MICROWAVE SURGE PROTECTOR	$ 89.00	$ 178.00	$ 78.32	$ 156.6
1	ANT WORK	ANTENNA INSTALLATION AT PDHQ INCLUDES LABOR, MOUNTING			$ 17,100.00	$ 17,100.0
		HARDWARE - NON-PREVAILING WAGE				
		EQUIPMENT TOTAL			**PSE01**	**$ 274,303.9**
		MOTOROLA SYSTEM TECH SUPPORT				**$ 8,860.0**
		FCC PD LICENSE APPLICATION PREPARATION AND COORDINATION FEES				**$ 4,800.0**
		CYBER STAGING AND INSTALLATION - NON-PREVAILING WAGE				**$ 28,600.0**
		BUDGETARY TOTAL			**PSE01 TOTAL**	**$ 316,563.9**

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: March 2, 2023

Re: 3/6/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 3/6/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Request	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
If APPRO-2023-14 is approved	*35,311.00*	7,124,595.00	School
If APPRO-2023-15 is approved	*2,762,674.93*	4,361,920.07	School
If APPRO-2023-16 is approved	*35,449.00*	4,326,471.07	Elections
If APPRO-2023-17 is approved	*903,000.00*	3,423,471.07	Public Safety

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)





Melrose City Council

Appropriations and Oversight Committee

March 13, 2023

Public Safety Communications Upgrade

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

What is the need?

- Current communications system components are obsolete and no longer supported
- Equipment cannot be replaced because the components are no longer manufactured.
- Currently using recycled parts (not guaranteed) for repairs

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Basic Components to a Two-Way Radio System



Base Station



Mobile Radio



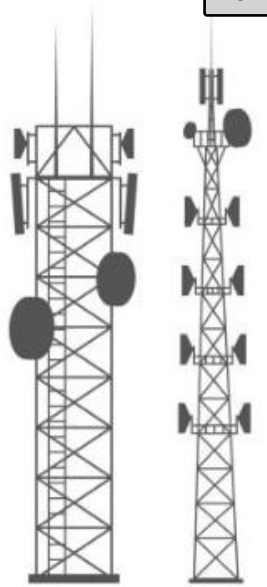
Portable Radio



Repeater

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Antenna and Repeater Sites



- The antenna site: where antennas are located to receive the message transmitted by a mobile or portable

- The Repeater Site: where the repeater is located (usually at the highest point available) which will allow the message to travel the greatest distance in all directions.



Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Proposed Upgrade

- Dispatch Consoles: 2 operator positions – Motorola Avtec Console
- RF Infrastructure: IP based transmitters, receivers and comparators forming a 2-channel UHF (Police & Fire Radio System), Analog & P25 ASTRO Capable radio system.
- Upgrade Antenna Systems as needed (20-30 years old)
- Upgrade Subscriber Radios – APX Portable Radios

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Melrose Police & Fire Public Safety Existing Radio System 6-12-20

Steele House



FD ASTROTAC RECEIVER
EXISTING

TELCO CIRCUIT



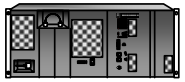
PD CH 1 GPW8000 RECEIVER - EXISTING

TELCO CIRCUIT

MELROSE FIRE STATION



MELROSE FD JPS ANALOG VOTER



FD QUANTAR REPEATER BACK UP EXISTING



TC COMM FIBER
TO 4 WIRE TO MT HOOD

SINGLE MODE FIBER



ZETRON 4010 DISPATCH CONSOLE

Melrose Police Station





EXISTING MCC5500 DISPATCH CONSOLE



MELROSE PD JPS ANALOG VOTER



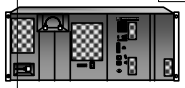
TC COMM FIBER
TO 4 WIRE TO MT HOOD



PD GTR8000 BACK UP REPEATER CH 1 - EXISTING

SINGLE MODE FIBER

Mt Hood Tower
Main Transmitter Location



FD QUANTAR MAIN REPEATER EXISTING



PD CH 1 GTR8000 MAIN REPEATER - EXISTING



TC COMM FIBER
TO 4 WIRE TO FDHQ



TC COMM FIBER
TO 4 WIRE TO PDHQ

Lincoln School



FD ASTROTAC RECEIVER
EXISTING

MELROSE-WAKEFIELD HOSP



FD ASTROTAC RECEIVER
EXISTING

ROOSEVELT SCHOOL



FD ASTROTAC RECEIVER
EXISTING

FULLER HOUSE – 101 COTTAGE ST.

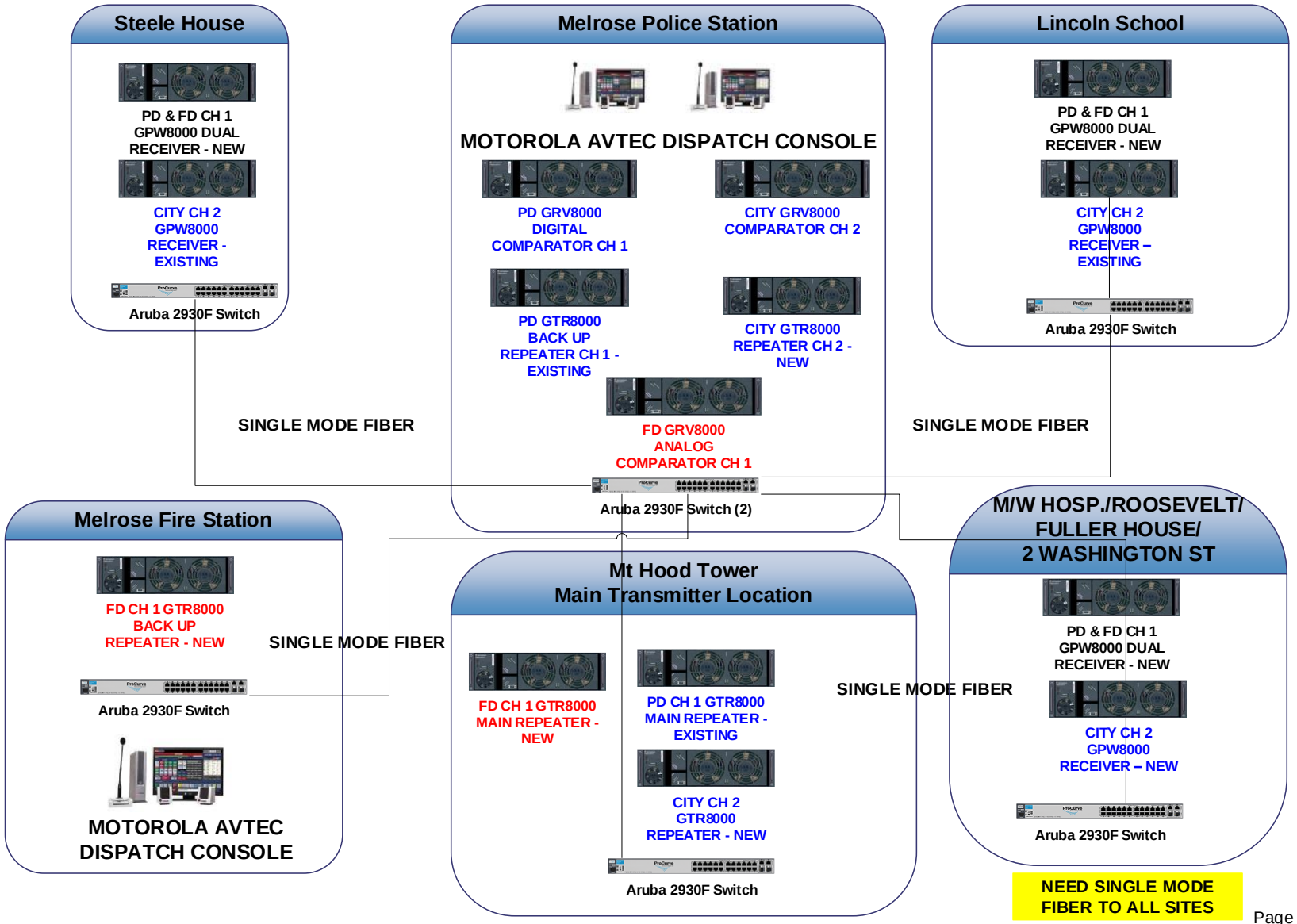


FD ASTROTAC RECEIVER
EXISTING

ALL FD ASTROTAC RECEIVERS ARE TELCO CIRCUITS BACK TO FDHQ

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Melrose Police & Fire Proposed Public Safety Radio Network 3-10-23



Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Redundancy and Interoperability

- Will provide immediate backup system in the event of a failure of the primary system
- Meets interoperability requirements set forth by the Commonwealth of Massachusetts' Executive Office of Public Safety and Security
- Will not be obsolete if a new police or fire station is constructed in the future

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

THANK YOU!





Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

DEPARTMENT OF PUBLIC WORKS
Administration & Engineering–Water–Sewer–Facilities
Park & Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

From: Elena Proakis Ellis, P.E., Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant Auditor
Margot Fleishman, Director of Strategic Initiatives
James Troup, Assistant DPW Director – Administration & Finance
Joe Hobbs, Operations Manager
Martha Grover, Sustainability Manager

Date: February 3, 2023

Re: Mass DEP GAP III Grant for Municipal Water and/or Wastewater Facilities

The City of Melrose has applied for and received a GAP Energy Grant from the Massachusetts Department of Environmental Protection. GAP Energy Grants provide opportunities for energy cost savings through energy efficiency upgrades, installation of clean energy, and energy storage systems and have primarily focused on the water/wastewater sector. Our application was to retrofit the pumps at our two largest sewer pump stations (Upham Street and Fellsway) with variable frequency drives (VFDs). Our pump stations are currently equipped with soft start motors which operate only in 'on' or 'off' modes. Thus, when a pump is triggered to turn on, it runs at full capacity. The new VFDs will allow the pumps to operate over a range of flow rates, allowing us to optimize their efficiency. The grant award is $19,833 of a total project cost of $32,850. The DPW proposes to fund the remainder with Sewer Enterprise Funds through our operating budget. The grant will cover the final design and installation of the VFDs.

We formally request acceptance of this grant award of $19,833 from the Mass DEP Clean Energy Results Program for our Water/Wastewater pump stations. Funds will be deposited into the relevant account as directed by the CFO/Auditor's Office. There is no cost or encumbrance required to enter into this agreement and additional project costs have already been identified to be funded from normal Operating Budgets in our Enterprise Accounts.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection
100 Cambridge Street 9th Floor Boston, MA 02114 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
Secretary

Martin Suuberg
Commissioner

January 3, 2023

Dear Martha Grover,

Congratulations! I am pleased to notify you that the Melrose water utility has been awarded a Gap III Grant for Municipal Drinking Water and/or Wastewater Facilities in the amount of $19,833 through MassDEP's Clean Energy Results Program (CERP) with the support of the Department of Energy Resources (DOER). Your grant award may be further adjusted based on the availability of utility incentives. I want to thank you for your commitment to installing energy efficiency and/or renewable energy measures at your facility that will reduce energy use, costs, and emissions of greenhouse gases to the benefit of all our communities and the environment.

The CERP Team will be following up with you on the grant contracting phase. If you have any questions before then, please feel free to contact either Danah Tench (danah.tench@mass.gov or 617-733-3998) or Michael DiBara (michael.dibara@state.ma.us or 508-767-2885). Again, congratulations on your leadership and on making this investment that will help the Commonwealth meet its greenhouse gas emissions reduction goals!

Governor Charles D. Baker



Lt. Governor Karyn E. Polito



Emailed to:
mgrover@cityofmelrose.org

This information is available in alternate format. Please contact Melixza Esenyie at 617-626-1282.
TTY# MassRelay Service 1-800-439-2370
MassDEP Website: www.mass.gov/dep

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Katy Kennedy <[redacted]>
Sent: Friday, February 10, 2023 9:59 AM
Cc: *Mayor Brodeur; City Council; Kate.Lipper-Garabedian@mahouse.gov; jason.lewis@masen.gov; Phillips, Shannon; Foote, Kristin; [redacted]; [redacted]
Subject: 2-13-2023 Melrose City Council Meeting
Attachments: Melrose Fire Headquarters Letter.docx

Mr. Ghobrial,
I am forwarding you a letter I wrote earlier this week that was published today in the Melrose Weekly News. Please include it as my Public Comment in the meeting packet asthe Melrose City Council Meeting of 2-13-2023. I request that it be included in the meeting packet and be entered into the public record. I just saw Councilor Cinella's order that will be on Monday night's agenda regarding the Public Safety Buildings work.
Thank you.

Katy Kennedy
[redacted]
Melrose, Ma

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Every time I hear a siren, I say a prayer. May they be safe. I'm not sure when I started doing this but I can't remember a time when I haven't performed this ritual. I pray that firefighters, ambulance personnel, police officers, people who are experiencing a medical episode, car crash victims, individuals at risk of violence and persons impacted by life altering losses due to fire, among others, will remain safe and be helped.

As I hunkered down over the weekend, I worried about those who did not have the luxury of staying home in a warm space during our historic and record breaking cold snap. I was especially concerned about members of the Melrose Fire Department. The recent Small Town Secrets Investigation on NBC 10 documented summer temperatures in the high 80's inside Fire Headquarters as well having inadequate heat in the building frequently. During the time of the interviews with Ed Collina and Bob Driscoll, the fire station had no heat at all. The media disclosure about the deplorable conditions of the station including rats, sewage, plumbing and the overall structural integrity of the building in which our public servants of the fire service work must be handled immediately. To put off solutions any longer is to dishonor the men and women who put their lives on the line for the rest of us.

Unfortunately, it often takes shocking facts to be widely known in order for governments and politicians to do something. The negative publicity about the Brazil Street neighborhood trauma, the city wide rat and sanitation nightmares and the recent Melrose Teachers Contract fiasco seemed to motivate the City to act. Melrose was shamed into responding.

The state of Melrose Public Safety Buildings in general and the Fire Department Headquarters in particular is a moral issue. I implore elected officials as the budget process begins to use ARPA funds and free cash to fund a temporary alternative building now. Finally, I challenge Paul Brodeur to look at Fire Headquarters whenever he pulls into his designated parking space. If the Mayor is truthful, he will not be able to say that the building is a safe place for anyone.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Ghobrial, Andrew

From: Eugenia Gibbons <psbcommittee2022@gmail.com>
Sent: Wednesday, March 8, 2023 12:08 PM
To: Ghobrial, Andrew
Cc: *Mayor Brodeur; Parsons, Dale; Collina, Edward; John McCarron; Norton, Paul; Jason Chen; McNaught, Jeff; Faller, Kevin; Gaffey, Denise; Proakis Ellis, Elena; Gibbons, Eugenia; Andrade, Emmanuel
Subject: Re: Melrose Public Safety Buildings Advisory Committee Presentation Agenda and Slides for March 9, 2023
Attachments: Editable Draft MPSBC @ City Council Meeting - 23-0309.pptx

Hi Andrew,

I'm resending the following with a signature line typo corrected. Please include this version with any attachments when posted to the portal. Additionally, the slides we wish to present tomorrow include some animation. A non-PDF version is attached to be used during the presentation. Will you or someone else be able to run the slides on our behalf? We can also do it so long as this version is loaded and ready to go.

Thanks and best,
Eugenia

On Wed, Mar 8, 2023 at 11:58 AM Eugenia Gibbons <psbcommittee2022@gmail.com> wrote:

> Dear Honorable City Councilors,
>
> We, the Melrose Public Safety Building Committee, have prepared a 25 minute presentation to update the City Council and the public on progress made since we were last before you all in November. At that time, we requested appropriation of $68,500 to contract architecture firm Dore + Whittier (D+W) to provide pre-design services. In that time, our committee, police, and fire leads have been working closely with D&W to update the space programming needs, resulting in a square footage estimate for each of our four public safety buildings based on functional requirements. The space programming needs summaries are attached for your review.
>
> When we convene tomorrow, our committee will provide an overview of our process to date. Notably, Fire Chief Collina and Police Chief Faller will present a summary of their department needs and how they've been incorporated into the space programming. Emmanuel Andrade, our proposal and solutions lead, will present the scope of building upgrades being considered and proposed phasing of construction. Our team will also present a schedule of the committee's work and deliverables in the next 4 months, including preliminary plans for public engagement sessions beginning in April to present our analysis, solicit feedback, and answer questions as our final recommendation takes shape.
>
> Please see the attached presentation which will guide our presentation. We note that because we are still in the *pre-design* phase of our work as an advisory committee, we are unable to provide cost estimates for these projects as part of this week's presentation. That information is not yet available. However, we welcome the opportunity to provide a progress update at a future date to review the next phase of our work together and any additional information that is available and will be considered as we work to narrow the list of options to a final recommendation.
>
> We appreciate your engagement and support of this critical project for our City, and welcome your questions both in tomorrow's meeting, and offline.
>
> Thank you and best regards,
>
> Eugenia Gibbons & Jeff McNaught, Committee Co-Chairs
>
> cc: Mayor Paul Brodeur

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Andrew Ghobrial, Clerk of Committees

Attachments:
Presentation: MPSBC @ City Council Meeting (3-9-23)
Space Programming for Main Fire Headquarters (2-17-23 version)
Space Programming for Engine #2 (2-17-23 version)
Space Programming for Engine #3 (2-17-23 version)
Space Programming for Police Headquarters (2-17-23 version)

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Melrose Public Safety
Building Committee

Updates to City Council

March 9, 2023

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

MPSBC Updates to City Council - Agenda

• **Introduction**	*Mayor Brodeur, Co-chairs*
• **Recap of Pre-design Services Since December**	*Emmanuel*
• **Results from Questionnaires**	*Chief Faller & Chief Collina*
• **Highlights from Proposed Space Upgrades**	*Chief Faller & Chief Collina*
• **Available Pre-design Information**	*Emmanuel*
• **Timeline for Recommendation to Mayor Brodeur**	*Co-chairs Eugenia & Jeff*
• **Q & A from Council Members**	

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Proposal Development Process and Schedule



Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Incorporating Feedback from Police Stakeholders



"Our building is in every way ***not fit for a 21st century*** *law enforcement agency. This is* ***impairing our ability to serve the public*** *in a professional manner, while also* ***reducing moral/quality of life*** *within workspace."*

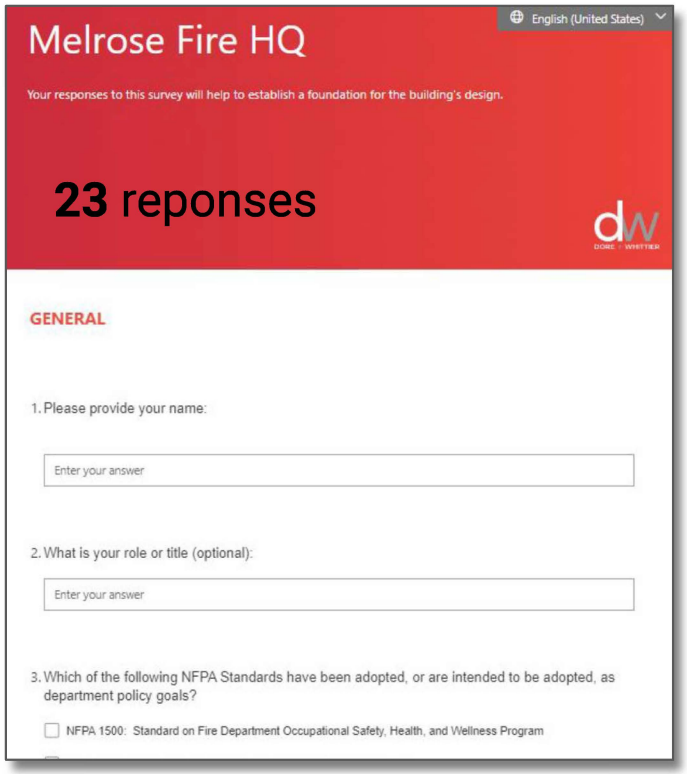
"The existing building is ***far too small****. We lack the space and amenities expected of a workplace. We have* ***no ADA access****, no classroom, we have multiple senior administrative* ***personnel sharing offices****…"*

"…almost ***every room*** *in our building serves as a* ***multiple purpose room****…"*

"The Melrose Police Department building as it exists now is ***undersized in all facets****."*

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Incorporating Feedback from Fire Stakeholders



March 9, 2023

*"None of our HVAC properly works leaving [temps] as low as 58 on winter days and as hot as 83 on summer days…**plumbing issues throughout** the building."*

*"There is **mold**. The ceilings **leak**."*

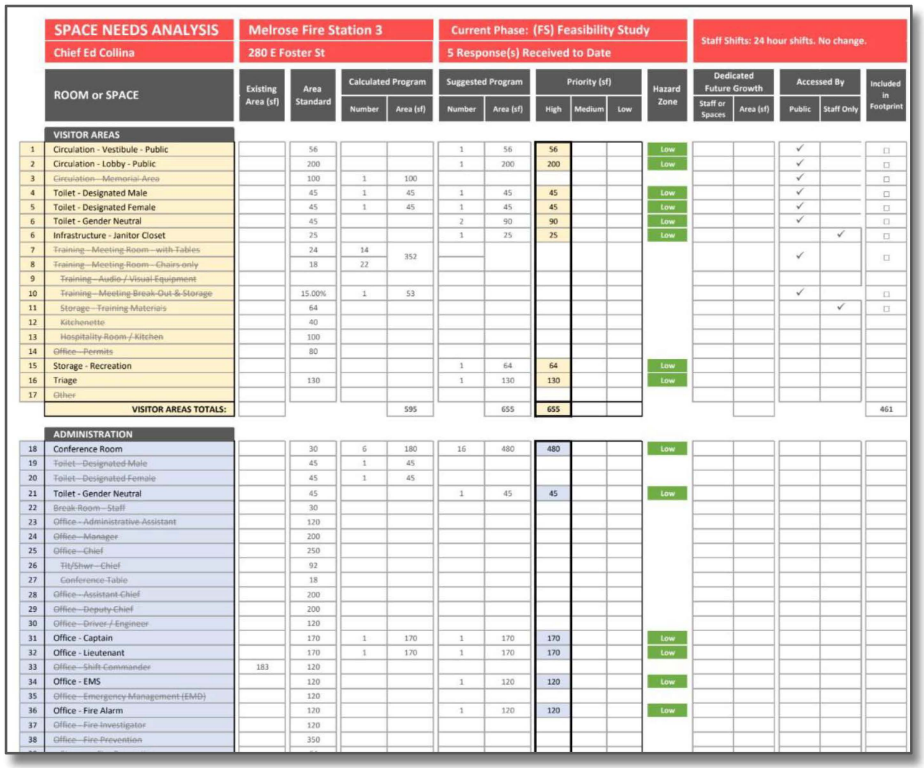
*"Current[ly] there is **no adequate place to train** firefighters in a classroom setting. The stations are **inadequate for modern day fire apparatus/equipment**…*

*"**Privacy** for fire personal, **handicap accessibility**, apparatus space in the buildings for all equipment…"*

*"**Build new stations**. Ones that have reliable HVAC systems…kitchens that make sense…better lighting…"*

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Defining the Functional Space (sqft) Needed



SPACE NEEDS ANALYSIS	Melrose Fire Station 3	Current Phase: (FS) Feasibility Study	Staff Shifts: 24 hour shifts. No change.
Chief Ed Collina	280 E Foster St	5 Response(s) Received to Date	

	ROOM or SPACE	Existing Area (sf)	Area Standard	Calculated Program		Suggested Program		Priority (sf)			Hazard Zone	Dedicated Future Growth		Accessed By		Included in Footprint
				Number	Area (sf)	Number	Area (sf)	High	Medium	Low		Staff or Spaces	Area (sf)	Public	Staff Only	
	VISITOR AREAS															
1	Circulation - Vestibule - Public		56			1	56	56			Low			✓		☐
2	Circulation - Lobby - Public		200			1	200	200			Low			✓		☐
3	~~Circulation - Memorial Area~~		100	1	100									✓		☐
4	Toilet - Designated Male		45	1	45	1	45	45			Low			✓		☐
5	Toilet - Designated Female		45	1	45	1	45	45			Low			✓		☐
6	Toilet - Gender Neutral		45			2	90	90			Low			✓		☐
6	Infrastructure - Janitor Closet		25			1	25	25			Low				✓	☐
7	~~Training - Meeting Room - with Tables~~		24	14	352									✓		☐
8	~~Training - Meeting Room - Chairs only~~		18	22												
9	~~Training - Audio / Visual Equipment~~															
10	~~Training - Meeting Break Out & Storage~~		15.00%	1	53									✓		☐
11	~~Storage - Training Materials~~		64												✓	☐
12	~~Kitchenette~~		40													
13	~~Hospitality Room / Kitchen~~		100													
14	~~Office - Permits~~		80													
15	Storage - Recreation					1	64	64			Low					
16	Triage		130			1	130	130			Low					
17	~~Other~~															
	VISITOR AREAS TOTALS:				595		655	655								461
	ADMINISTRATION															
18	Conference Room		30	6	180	16	480	480			Low					
19	~~Toilet - Designated Male~~		45	1	45											
20	~~Toilet - Designated Female~~		45	1	45											
21	Toilet - Gender Neutral		45			1	45	45			Low					
22	~~Break Room - Staff~~		30													
23	~~Office - Administrative Assistant~~		120													
24	~~Office - Manager~~		200													
25	~~Office - Chief~~		250													
26	~~Tlt/Shwr - Chief~~		92													
27	~~Conference Table~~		18													
28	~~Office - Assistant Chief~~		200													
29	~~Office - Deputy Chief~~		200													
30	~~Office - Driver / Engineer~~		120													
31	Office - Captain		170	1	170	1	170	170			Low					
32	Office - Lieutenant		170	1	170	1	170	170			Low					
33	~~Office - Shift Commander~~	183	120													
34	Office - EMS		120			1	120	120			Low					
35	~~Office - Emergency Management (EMD)~~		120													
36	Office - Fire Alarm		120			1	120	120			Low					
37	~~Office - Fire Investigator~~		120													
38	~~Office - Fire Prevention~~		350													

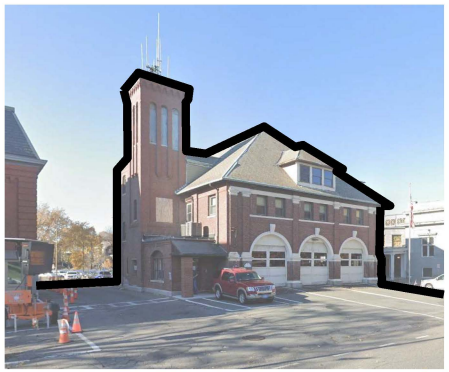
Highlights from Space Upgrades:

- Adequate Public Areas
  (vest/lobby, meeting rooms, toilet rooms)
- Expanded Administration and Operations
  (offices, training, detention, apparatus…)
- Improved Staff Support/Living
  (locker rooms, break room, training…)
- Modernized Building Infrastructure
  (elevators, utility rooms, storage…)

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Preliminary Recommendations









MPSBC Recommends:

- New Police Station at New Location
  (new site TBD by City)
- No Reduction to Number of Fire Stations
- No Combined Public Safety Building

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Preliminary Construction Phasing









Preliminary 3-Phase Approach:

1. New Police Station and Engine 2
   - *PD remains at current Police Station*
   - *FD personnel relocates to Central Fire and Engine 3*
   - *18 - 24 months of construction*
   - *PD relocates to New Police Station*

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Preliminary Construction Phasing









Preliminary 3-Phase Approach:

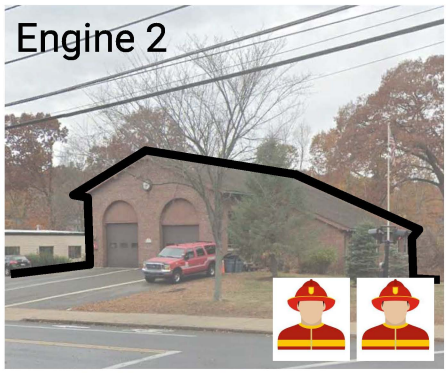
2. Central Fire
   - *FD personnel relocates to upgraded Engine 2*
   - *18 - 24 months of construction*

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Preliminary Construction Phasing









Preliminary 3-Phase Approach:

3. Engine 3
   - *FD personnel relocates to upgraded Central Fire*
   - *18 - 24 months of construction*
   - *FD personnel relocates to upgraded Engine 3*

MPSBC currently considering options for shortening the construction phasing.

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Preliminary Square Footage

Stations	Gross Square Feet (GSF)		
	Existing	Proposed in 2017	Proposed in 2023
Police Station	7,144	24,066	30,624
Central Fire	13,903	23,240	18,736
Engine 2	7,400		27,178
Engine 3	7,200	7,200	19,490
TOTAL	**35,647**	**54,506**	**96,028**

Notes:

- *GSF refers to everything within building footprint: walls, corridors, stairs, utility spaces, etc.*
- *In 2017, Central Fire and Engine 2 were planned as one single station.*
- *In 2017, Engine 3 was planned to be renovated but not expanded.*
- *'Proposed in 2023' indicates preliminary areas; GSF still in development.*

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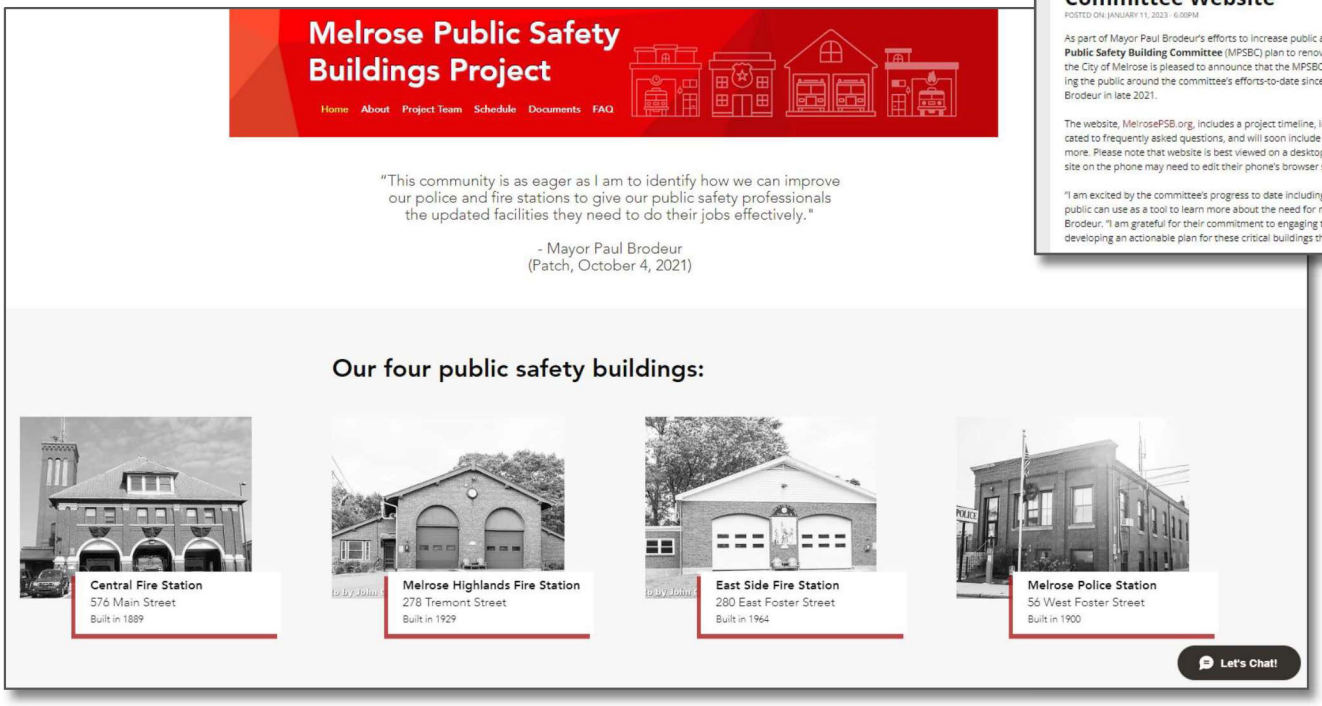
Community Engagement Schedule

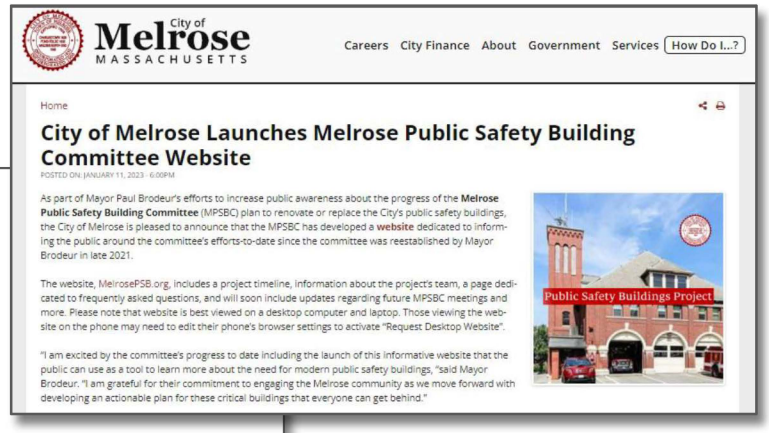


March 9, 2023

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MPSBC Updates to City Council





March 9, 2023

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SPACE NEEDS ANALYSIS

Chief Ed Collina

Melrose Fire Station HQ

576 Main St

Current Phase: (FS) Feasibility Study

13 Response(s) Received to Date

Staff Shifts: 4 groups working 42 hours average working 2 - 24 hour shifts rotating on an 8 day weekly cycle

https://www.cityofmelrose.org/fire

February 17, 2023

Application V-4.4

	ROOM or SPACE	Existing Area (sf)	Area Standard	Calculated Program		Suggested Program		Priority (sf)			Hazard Zone	Move to:		Dedicated Future Growth		Accessed By		Included in Footprint	Comments	Additional Notes
				Number	Area (sf)	Number	Area (sf)	High	Medium	Low		Station #2	Station #3	Staff or Spaces	Area (sf)	Public	Staff Only			
	VISITOR AREAS																			
1	Circulation - Vestibule - Public		56			1	56	56			Low					✓		□		
2	Circulation - Lobby - Public		200			1	200	150	50		Low					✓		□		
3	Circulation - Memorabilia		100	1	100	1	100						100			✓		□	Display Cases and Wall hung items	
4	Toilet - Designated Male		45	1	45	1	45	45			Low					✓		□		
5	Toilet - Designated Female		45	1	45	1	45	45			Low					✓		□		
6	Infrastructure - Janitor Closet		25			1	25		25								✓	□		
7	Training - Meeting Room - with Tables		24	42	944	50	1,408					1,408								
8	Training - Meeting Room - Chairs only		18	59		75														
9	Infrastructure - Audio / Visual Equipment		64	1	64	1	64					64								
10	Training - Meeting Break-Out & Storage		15.00%	1	142	1	211					211								
11	Storage - Training Materials		64			1	64					64								
12	Kitchenette		40			1	40					40								
13	~~Hospitality Room / Kitchen~~		100																	
14	~~Office - Permits~~		80																	
15	Triage		130	1	130	1	130	100	30		Low					✓		□	Also Nursing/Wellness Room	
16	~~Other~~																			
	VISITOR AREAS TOTALS:				1,470		2,388	396	105			1,787	100					396		
	ADMINISTRATION																			
17	Conference Room		30	27	810	18	540		540											
18	Toilet - Designated Male		45	1	45	1	45		45											
19	Toilet - Designated Female		45	1	45	1	45		45											
20	Toilet - Gender Neutral		45			1	45	45			Low									
21	~~Break Room - Staff~~		30																	
22	Office - Administrative Assistant	360	120	1	120	1	120	120			Low			1	120				Adjacent to Chief's office (future Fire Prevent)	Include work table
23	~~Office - Manager~~		200																	
24	Office - Chief	259	250	1	250	1	250	250			Low								Not directly off of corridor	
25	Toilet - Gender Neutral		45	1	45	1	45	45			Low								Shared with Chief/Assistant Chief)	
26	Conference Table		18			5	90	90			Low								Shared with Chief/Assistant Chief)	
27	Office - Assistant Chief		200	1	200	1	200	200			Low			1	200					
28	~~Office - Deputy Chief~~		200																	
29	~~Office - Driver / Engineer~~		120																	
30	Office - Captain		170	2	340	1	170	120	50		Low									
31	Office - Lieutenant		170	2	340	1	170	120	50		Low									
32	~~Office - Shift Commander~~		120	1	120														Captain	
33	Office - EMS		120	1	120	1	120	120			Low			1	120				3rd floor if needed	
34	~~Office - Emergency Management (EMD)~~		120																	
35	Office - Fire Alarm		120	1	120	1	120						120							
36	~~Office - Fire Investigator~~		120																	
37	Office - Fire Prevention		350	1	350	2	450	200	250		Low			1	100				Also Fire Investigator. 2 Work Stations	3rd Floor if needed
38	Storage - Closet		10	1	10	1	25	25			Low									
39	Conference Table		18			5	90	90			Low									
40	Office - Administrative Assistant		120			1	120	120			Low			1	120					
41	~~Office - ALS / Clinical Coordinator~~		120																	
42	~~Office - OIC (Officer in Charge)~~		120																Shift Captain	
43	~~Office - Operations~~		120																	
44	~~Office - Paramedic / Ambulance~~		120																	
45	~~Office - Technology Specialist (I.T.)~~		160																	
46	~~Workroom~~		64			1	64					64							Station 2	
47	Copy / Supply Area		50	1	50	1	50	50			Low									

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SPACE NEEDS ANALYSIS | **Melrose Fire Station HQ** | **Current Phase: (FS) Feasibility Study** | **Staff Shifts: 4 groups working 42 hours average working 2 - 24 hour shifts rotating on an 8 day weekly cycle** | **https://www.cityofmelrose.org/fire**

Chief Ed Collina | **576 Main St** | **13 Response(s) Received to Date** | **February 17, 2023** | Application V-4.4

	ROOM or SPACE	Existing Area (sf)	Area Standard	Calculated Program Number	Calculated Program Area (sf)	Suggested Program Number	Suggested Program Area (sf)	Priority (sf) High	Priority (sf) Medium	Priority (sf) Low	Hazard Zone	Move to: Station #2	Move to: Station #3	Dedicated Future Growth Staff or Spaces	Dedicated Future Growth Area (sf)	Accessed By Public	Accessed By Staff Only	Included in Footprint	Comments	Additional Notes
48	Storage - Closet		10			1	10	10			Low									
49	Storage - Active Files		80	1	80	1	80	80			Low									
50	Storage - Archives		200	1	200	1	200	150	50		Low									
51	Storage - Concessions		25	1	25	1	25	10	15		Low									
52	Storage - General		80			1	80	64	16		Low									
53	Dispatch - Supervisor		120	1	120	1	120	100	20		Low								Combined Space	
54	Dispatch - Stations		100	2	200	2	200	200			Low									
55	Dispatch - Radio Room / Backup		100			1	100	80	20		Low									
56	Dispatch - Breakroom		50	1	50	2	100	80	20		Low									
57	~~Dispatch - Toilet - Designated Female~~		48	1	48															518 net sf
58	~~Dispatch - Toilet - Designated Male~~		48	1	48															
59	Dispatch - Toilet - Gender Neutral		48			1	48	48			Low									
60	Storage - Closet		10	1	10	1	10	10			Low									
61	Dispatch - Vestibule		35	1	35	1	35		35											
62	~~Other~~																			
	ADMINISTRATION TOTALS:	619			3,781		3,767	2,427	1,156			64	120		660					
	STAFF SUPPORT/LIVING/TRAINING																			
63	Circulation - Vestibule - Staff Entry		56			1	56	56			Medium						✓	☐		
64	Mailboxes		0.25			50	13		13											
65	Report Writing		30	5	150	3	90	90			Low						✓			
66	Library / Resource / Study		30	5	150	3											✓			
67	Tlt/Shwr - Designated Female	155	92	2	184	1	92	92			Low						✓			
68	Tlt/Shwr - Designated Male		92	2	184	1	92	92			Low						✓			
69	Tlt/Shwr - Gender Neutral		92			1	92	92			Low									
70	Laundry - Domestic		64	1	64	1	64	64			Low						✓			
71	Infrastructure - Janitor Closet		25			1	25	25			Low						✓			
72	Lockers - Personal - Gender Neutral	156	14	30	420	28	392	392			Low			3	42		✓		24"x24"	Lockers in Corridors
73	~~Nursing / Wellness Room~~		50	1	50												✓		In Triage	
74	Training - Fitness Room	576	80	7	560	7	560	560			Low						✓			
75	~~Training - Mat / Floor~~	1,704	400																	
76	~~Tlt/Shwr - Gender Neutral~~	61	92																	
77	~~Sauna~~	47																		
78	Day Room	374	50	10	500	16	800	800			Low									
79	Dining	469	30		300		480	480			Low									
80	Kitchen	60	30		300		480	480			Low									
81	Sleeping Room - Officer	364	170	3	510	2	340	190	150		Low						✓			
82	Sleeping Room - Single	102	92	7	644	7	644	644			Low						✓			
83	~~Sleeping Room - Double~~		170	1	170															
84	~~Sleeping Room - Dorm Style~~	727	50																	
85	Storage - General	296	80			1	80	64	16		Low						✓			
86	~~Other (MGA)~~	91																		
87	~~Other~~																			
	STAFF SUPPORT/LIVING/TRAINING TOTALS:	5,182			4,186		4,300	4,121	179						42			56		
	OPERATIONS																			
88	Circulation - Vestibule - Negative Pressue					1											✓	☐		
89	~~Patrol Desk / Watch Room / Operations~~	134	120	1	120												✓	☐		
90	Lockers - Fire TOG - Gender Neutral		13	40	520	34	612	612			High						✓	☐	30"x24"	
91	Apparatus - Center Bays	2,650	1,440	2	2,880	1	883	883			High					✓		☐	**18' x 80' Apparatus Bays**	Verify if existing sf includes existing EMS room
92	Apparatus - End Bays		1,600	2	3,200	2	1,767	1,767			High					✓		☐	**20' x 80' Apparatus Bays**	
93	~~Apparatus - Maintenance Bay~~		1,440															☐	Off-Site	

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Melrose Fire Station HQ

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February 17, 2023

Application V-4.4

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				Number	Area (sf)	Number	Area (sf)	High	Medium	Low		Station #2	Station #3	Staff or Spaces	Area (sf)	Public	Staff Only			
94	Decon - Gross		150	1	150	1	150	150			High						✓	☐		
95	Decon - Laundry - Domestic		80	1	80	1	80	280			High						✓	☐		
96	Decon - Laundry - TOG		200	1	200	1	200										✓	☐		
97	Decon - Tlt/Shwr - Designated Female		72	1	72	1	72	72			High						✓	☐		
98	Decon - Tlt/Shwr - Designated Male		72	1	72	1	72	72			High						✓	☐		
99	~~Decon - Tlt/Shwr - Gender Neutral~~	41	72																	
100	Decon - SCBA Gear		64	1	64	1	64	64			High						✓	☐	Small counter for minor repairs	
101	SCBA Fill		100	1	100	1	80	80			High						✓	☐	2 bottle size	
102	SCBA Bottles		4	1	4	10	42	42			High						✓	☐		
103	SCBA Compressor		50	1	50	1	50	50			High						✓	☐		
104	~~SCBA Repair~~		100	1	100	1	100					100					✓	☐		
105	~~Workshop - Mechanic~~		6														✓	☐		
106	~~Workshop - Equipment~~	1,068	200																	
107	Storage - Pallet Storage		144			1	144	80	64		High						✓	☐		
108	Storage - Fuel Containers		25			1	25	10	15		High						✓	☐		
109	~~Storage - Operations~~		80																	
110	~~Storage - Hardous Materials~~		45	1	45															
111	~~Storage - Hose Racks~~		25	3	75															
112	Storage - EMS / Medical	310	64	1	64	1	160	80			High	80					✓	☐	Ice Maker	
113	Storage - Parts		80	1	200	1	100	80	20		High						✓	☐	Tall Shelving. Tire Storage (4) for apparatus	
114	~~Storage - PPE~~		80																	
115	~~Storage - Tools~~	234	120			1	64					64					✓	☐		
116	~~Hose Tower~~	75																		
117	Training - Mezzanine		300	1	300															
118	Infrastructure - Janitor Closet		25	1	25	1	25	25			High						✓	☐		
119	~~Other~~																			
	OPERATIONS TOTALS:	**4,512**			**8,321**		**4,690**	**4,347**	**99**			**244**						**4,347**		
	INFRASTRUCTURE																			
120	Circulation - Elevator		58			3	174	174			Low					✓		☐	1 Elevator x 3 Levels	
121	Circulation - Stairs (sf/floor)	293	250			3	750	750			Medium					✓		☐		
122	Circulation - Stairs - Training (sf/floor)		350			3	1,050	1,050			Medium					✓		☐		
123	Circulation - Fire Slide Chute		36	2	72	2	72		72											
124	~~Circulation - Pole Closet~~	22	45	2	90															
125	Infrastructure - BDA		25			1	25	25			Low						✓			
126	Infrastructure - Comms Closet (IDF)		25			1	25	25			Low						✓			
127	Infrastructure - Electrical Closet		25			1	25	25			Low						✓	☐		
128	Infrastructure - Electrical Room		150			1	150	150			Low						✓	☐	Training Opportunity	
129	Infrastructure - Electrical - Emergency		25			1	25	25			Low						✓	☐		
130	Infrastructure - Elevator Machine Room		58			1	58	58			Low						✓	☐		
131	Infrastructure - Mechanical		500			1	500	500			Low						✓			
132	Infrastructure - Recycling		40			1	40	40			Low						✓			
133	Infrastructure - Server (MDF)	75	200			1	200	150	50		Low						✓			
134	Infrastructure - Trash		50			1	50	50			Low						✓			
135	Infrastructure - Water Entry / Sprinkler		100			1	100	100			High						✓	☐	Training Opportunity	
136	Storage - Grounds Equipment		144														✓	☐		
137	~~Other~~																			
	INFRASTRUCTURE TOTALS:	**390**			**162**		**3,244**	**3,122**	**122**									**1,016**		
	SUB TOTALS:	**10,703**			**17,920**		**18,388**	**14,413**	**1,661**			**2,095**	**220**		**702**			**5,815**		
	GROSSING FACTOR																			

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Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

SPACE NEEDS ANALYSIS

Chief Ed Collina

Melrose Fire Station HQ

576 Main St

Current Phase: (FS) Feasibility Study

13 Response(s) Received to Date

Staff Shifts: 4 groups working 42 hours average working 2 - 24 hour shifts rotating on an 8 day weekly cycle

https://www.cityofmelrose.org/fire

February 17, 2023

Application V-4.4

ROOM or SPACE	Existing Area (sf)	Area Standard	Calculated Program		Suggested Program		Priority (sf)			Hazard Zone	Move to:		Dedicated Future Growth		Accessed By		Included in Footprint	Comments	Additional Notes
			Number	Area (sf)	Number	Area (sf)	High	Medium	Low		Station #2	Station #3	Staff or Spaces	Area (sf)	Public	Staff Only			
Circulation & Infrastructure Increase	30%			30.00%		30.00%	30%	498			629	66		30%			30%		
GROSSING FACTOR TOTALS:	3,200			5,376		5,516	4,324							211			1,744		
TOTALS:	13,903			23,296		23,905	18,736	2,159			2,724	286	4.87%	913			7,559		
	estimated						134.76%	Increase over existing					future (%)	future (sf)			Not Shared		

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SPACE NEEDS ANALYSIS

Chief Ed Collina

Melrose Fire Station 2

206 Tremont

Current Phase: (FS) Feasibility Study

5 Response(s) Received to Date

Staff Shifts: four groups each working a 24 hour shift rotating.

https://www.cityofmelrose.org/fire

February 17, 2023

Application V-4.4

	ROOM or SPACE	Existing Area (sf)	Area Standard	Calculated Program		Suggested Program		Priority (sf)			Hazard Zone	Dedicated Future Growth		Accessed By		Included in Footprint	Comments	Additional Notes
				Number	Area (sf)	Number	Area (sf)	High	Medium	Low		Staff or Spaces	Area (sf)	Public	Staff Only			
	VISITOR AREAS																	
1	Circulation - Vestibule - Public		56			1	56	56			Low			✓		☐		
2	Circulation - Lobby - Public		200			1	200	200			Low			✓		☐		
3	Circulation - Memorabilia		100	1	100									✓		☐	At Station 3	
4	Toilet - Designated Male		45	1	45	1	45	45			Low			✓		☐		
5	Toilet - Designated Female		45	1	45	2	90	90			Low			✓		☐		
6	Infrastructure - Janitor Closet		25			1	25	25			Low				✓	☐		
7	Training - Meeting Room - with Tables		24	22	624	50	1,408	1,408			Low			✓		☐		
8	Training - Meeting Room - Chairs only		18	39		75												
9	Infrastructure - Audio / Visual Equipment		64	1	64	1	64	64			Low				✓	☐		
10	Training - Meeting Break-Out & Storage		15.00%	1	94	1	211	211			Low			✓		☐		
11	Storage - Training Materials		64			1	64	64			Low				✓	☐		
12	Kitchenette		40	1	40	1	40	40			Low			✓		☐		
13	~~Hospitality Room / Kitchen~~		100															
14	~~Office - Permits~~		80															
15	Triage		130	1	130	1	130	130			Low			✓		☐	Also nursing mother's room	
16	~~Other~~																	
	VISITOR AREAS TOTALS:				1,142		2,333	2,333								2,333		
	ADMINISTRATION																	
17	~~Conference Room~~		30	16	480													
18	~~Toilet - Designated Male~~		45	1	45													
19	~~Toilet - Designated Female~~		45	1	45													
20	Toilet - Gender Neutral		45			1	45	45			Low							
21	~~Break Room - Staff~~		30															
22	~~Office - Administrative Assistant~~		120															
23	~~Office - Manager~~		200															
24	~~Office - Chief~~		250	1	250													
25	~~Tlt/Shwr - Chief~~		92	1	92													
26	~~Conference Table~~		18															
27	~~Office - Assistant Chief~~		200	1	200	1	200		200			1					At HQ	
28	~~Office - Deputy Chief~~		200															
29	~~Office - Driver / Engineer~~		120															
30	~~Office - Captain~~		170	1	170													
31	Office - Officer		170	1	170	1	170	170			Low						2 Officers, between Officer's dorms	
32	~~Office - Shift Commander~~		120															
33	~~Office - EMS~~		120	1	120	1	120		120								At HQ	
34	~~Office - Emergency Management (EMD)~~		120															
35	~~Office - Fire Alarm~~		120														At Station 3	
36	~~Office - Fire Investigator~~		120															
37	~~Office - Fire Prevention~~		350			2	450		450								If not at HQ	
38	~~Storage - Fire Prevention~~		64			1	64		64									
39	~~Office - ALS / Clinical Coordinator~~		120															
40	~~Office - OIC (Officer in Charge)~~		120	1	120													
41	~~Office - Operations~~		120															
42	~~Office - Paramedic / Ambulance~~		120															

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SPACE NEEDS ANALYSIS

Chief Ed Collina

Melrose Fire Station 2

206 Tremont

Current Phase: (FS) Feasibility Study

5 Response(s) Received to Date

Staff Shifts: four groups each working a 24 hour shift rotating.

https://www.cityofmelrose.org/fire

February 17, 2023

Application V-4.4

	ROOM or SPACE	Existing Area (sf)	Area Standard	Calculated Program Number	Calculated Program Area (sf)	Suggested Program Number	Suggested Program Area (sf)	Priority (sf) High	Priority (sf) Medium	Priority (sf) Low	Hazard Zone	Dedicated Future Growth Staff or Spaces	Dedicated Future Growth Area (sf)	Accessed By Public	Accessed By Staff Only	Included in Footprint	Comments	Additional Notes
43	~~Office - Technology Specialist (I.T.)~~		160															
44	Workroom		80			1	80	80			Low						For 3 people	
45	Copy / Supply Area		50	1	50	1	50	50			Low							
46	Storage - Supply Closet		50			1	50	50			Low							
47	~~Storage - Active Files~~		80	1	80													
48	Storage - Archives		200	1	200	1	200	200			Low						Depending on which station it fits in	
49	Storage - Concessions		25	1	25	1	25	25			Low							
50	Storage - General		80			1	80	80			Low							
51	~~Dispatch - Supervisor~~		120	1	120	1	120		120									
52	~~Dispatch - Stations~~		100	1	100													
53	Dispatch - Radio Room / Backup		100			1	100	100			Low							
54	~~Dispatch - Breakroom~~		50	1	50													
55	~~Dispatch - Toilet - Designated Female~~		48	1	48												100 net sf	
56	~~Dispatch - Toilet - Designated Male~~		48	1	48													
57	~~Dispatch - Toilet - Gender Neutral~~		48															
58	~~Dispatch - Storage~~		64	1	64													
59	~~Dispatch - Vestibule~~		35	1	35													
60	~~Other~~																	
	ADMINISTRATION TOTALS:				2,512		1,754	800	954									
	STAFF SUPPORT/LIVING/TRAINING																	
61	Circulation - Vestibule - Staff Entry		56			1	56	56			Medium				✓	☐		
62	Mailboxes		0.25	20	5	20	5	5			Low							
63	Report Writing		30	3	90	3	90	90			Low				✓			
64	Library / Resource / Study		30	3	90	3									✓			
65	Tlt/Shwr - Designated Female		92	1	92	1	92	92			Low				✓			
66	Tlt/Shwr - Designated Male		92	1	92	2	184	184			Low				✓			
67	Tlt/Shwr - Gender Neutral		92			1	92	92			Low							
68	Laundry - Domestic		64	1	64	1	64	64			Low				✓			
69	Infrastructure - Janitor Closet		25			1	25	25			Low				✓			
70	Lockers - Personal - Gender Neutral		14	19	266	24	336	336			Low				✓		24"x24"	Lockers in Corridors
71	~~Nursing / Wellness Room~~		50	1	50										✓			
72	Training - Fitness Room		80	5	400	7	560	560			Low				✓			
73	~~Training - Mat / Floor~~		400															
74	~~Tlt/Shwr - Gender Neutral~~		92															
75	Day Room		50	6	300		650	650			Low							
76	Dining		30	6	180	13	390	390			Low							
77	Kitchen		30	6	180		390	390			Low							
78	Sleeping Room - Officer		170	1	170	2	340	340			Low				✓			
79	Sleeping Room - Single		92	5	460	10	920	920			Low				✓			
80	~~Sleeping Room - Double~~		170												✓			
81	~~Sleeping Room - Single + Murphy~~		135															
82	Storage - General		80			1	80	80			Low				✓			
83	~~Other~~																	
	STAFF SUPPORT/LIVING/TRAINING TOTALS:				2,439		4,274	4,274								56		
	OPERATIONS																	

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SPACE NEEDS ANALYSIS

Chief Ed Collina

Melrose Fire Station 2

206 Tremont

Current Phase: (FS) Feasibility Study

5 Response(s) Received to Date

Staff Shifts: four groups each working a 24 hour shift rotating.

https://www.cityofmelrose.org/fire

February 17, 2023

Application V-4.4

	ROOM or SPACE	Existing Area (sf)	Area Standard	Calculated Program Number	Calculated Program Area (sf)	Suggested Program Number	Suggested Program Area (sf)	Priority (sf) High	Priority (sf) Medium	Priority (sf) Low	Hazard Zone	Dedicated Future Growth Staff or Spaces	Dedicated Future Growth Area (sf)	Accessed By Public	Accessed By Staff Only	Included in Footprint	Comments	Additional Notes
84	Circulation - Vestibule - Negative Pressure		56			1	56	56			High				✓	☐		
85	~~Patrol Desk / Watch Room / Operations~~		120												✓	☐		
86	Lockers - Fire TOG - Gender Neutral		15	20	300	32	576	576			High				✓	☐	30"x24"	
87	Apparatus - Center Bays		1,440	2	2,880	2	2,880	2,880			High			✓		☐	**18' x 80' Apparatus Bays**	6,080 net sf
88	Apparatus - End Bays		1,600	2	3,200	2	3,200	3,200			High			✓		☐	**20' x 80' Apparatus Bays**	
89	Apparatus - Maintenance Bay		1,440	1	1,440	1	1,440	1,440			High				✓	☐	On-Site Maintenance Bay Maintenance Pit	80' Long to accommodate ladder
90	Decon - Gross		150	1	150	1	150	150			High				✓	☐		
91	Decon - Laundry - Domestic		80	1	80	1	80	280			High				✓	☐		
92	Decon - Laundry - TOG		200	1	200	1	200								✓	☐	1 Extractor (3 sets of gear) and 1 Dryer	
93	Decon - Tlt/Shwr - Designated Female		72	1	72	1	72	72			High				✓	☐		
94	Decon - Tlt/Shwr - Designated Male		72	1	72	1	72	72			High				✓	☐		
95	~~Decon - Tlt/Shwr - Gender Neutral~~		72															
96	Decon - SCBA Gear		64	1	64	1	64	64			High				✓	☐		
97	SCBA Fill		100	1	100	1	100	100			High				✓	☐	3 bottle size	
98	SCBA Bottles		4	1	4	20	83	83			High				✓	☐		
99	SCBA Compressor		50	1	50	1	50	50			High				✓	☐		
100	SCBA Repair		100	1	100	1	100	100			High				✓	☐		
101	Workshop		200			1	200	200			High				✓	☐		
102	Workshop - Equipment		200			1	200	200			High							
103	Storage - Exterior Operations		144			1	144	144			High				✓	☐	Small overhead door	
104	Storage - Fuel Containers		25			1	25	25			High				✓	☐		
105	~~Storage - Operations~~		80															
106	~~Storage - Hardous Materials~~		45	1	45										✓	☐		
107	Storage - Hose Racks		25	2	50	2	50	50			High				✓	☐	300' of 4", 150' of 2-1/5", 150' of 1-3/4"	
108	Storage - EMS / Medical		64			1	80	80			High				✓	☐		
109	Storage - Parts		80	1	80	1	80	80			High				✓	☐		
110	~~Storage - PPE~~		80												✓	☐	In EMS Storage	
111	Storage - Tools		120			1	64	64			High							
112	~~Hose Tower~~																	
113	Training - Mezzanine		300	1	300	1	300	300			High						300 sf max if no elevator access	Bail-out, repelling, confined space, etc
114	Infrastructure - Janitor Closet		25	1	25	1	25	25			High				✓	☐		
115	~~Other~~																	
	OPERATIONS TOTALS:				9,212		10,291	10,291								9,727		
	INFRASTRUCTURE																	
116	Circulation - Elevator		58			3	174	174			Low			✓		☐	1 Elevator x 3 Levels	
117	Circulation - Stairs (sf/floor)		250			3	750	750			Medium			✓		☐	x3 levels	
118	Circulation - Stairs - Training (sf/floor)		350			3	1,050	1,050			Medium			✓		☐	x3 levels	
119	Circulation - Fire Slide Chute		36	2	72	2	72	72			Medium					☐	1 slide x 2 levels	
120	~~Circulation - Pole Closet~~		45															
121	Infrastructure - BDA		25			1	25	25			Low				✓			
122	Infrastructure - Comms Closet (IDF)		25			1	25	25			Low				✓			
123	Infrastructure - Electrical Closet		25			1	25	25			Low				✓	☐		
124	Infrastructure - Electrical Room		150			1	150	150			Low				✓	☐		
125	Infrastructure - Electrical - Emergency		25			1	25	25			Low				✓	☐		
126	Infrastructure - Elevator Machine Room		58			2	87	87			Low				✓	☐		

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SPACE NEEDS ANALYSIS

Chief Ed Collina

Melrose Fire Station 2

206 Tremont

Current Phase: (FS) Feasibility Study

5 Response(s) Received to Date

Staff Shifts: four groups each working a 24 hour shift rotating.

https://www.cityofmelrose.org/fire

February 17, 2023

Application V-4.4

	ROOM or SPACE	Existing Area (sf)	Area Standard	Calculated Program Number	Calculated Program Area (sf)	Suggested Program Number	Suggested Program Area (sf)	Priority (sf) High	Priority (sf) Medium	Priority (sf) Low	Hazard Zone	Dedicated Future Growth Staff or Spaces	Dedicated Future Growth Area (sf)	Accessed By Public	Accessed By Staff Only	Included in Footprint	Comments	Additional Notes
127	Infrastructure - Mechanical		500			1	500	500			Low				✓			
128	Infrastructure - Recycling		25			1	25	25			Low				✓			
129	Infrastructure - Server (MDF)		200			1	200	150	50		Low				✓			
130	Infrastructure - Trash		50			1	50	50			Low				✓			
131	Infrastructure - Water Entry / Sprinkler		100			1	100	100			High				✓	☐		
132	~~Storage - Grounds Equipment~~		144												✓	☐		
133	~~Other~~																	
	INFRASTRUCTURE TOTALS:				72		3,258	**3,208**	**50**							1,081		
	SUB TOTALS:	6,001			15,377		21,910	**20,906**	**1,004**							13,197		
	GROSSING FACTOR																	
	Circulation & Infrastructure Increase	23%			30.00%		**30.00%**	**30%**	**301**				30%			30%		
	GROSSING FACTOR TOTALS:	1,399			4,613		6,573	6,272								3,959		
	TOTALS:	7,400			19,990		28,483	**27,178**	**1,305**							17,156		
		estimated						367.27%	Increase over existing			future (%)	future (sf)			10,022		

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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SPACE NEEDS ANALYSIS

Chief Ed Collina

Melrose Fire Station 3

280 E Foster St

Current Phase: (FS) Feasibility Study

5 Response(s) Received to Date

Staff Shifts: 24 hour shifts. No change.

https://www.cityofmelrose.org/fire

February 17, 2023

Application V-4.4

	ROOM or SPACE	Existing Area (sf)	Area Standard	Calculated Program		Suggested Program		Priority (sf)			Hazard Zone	Dedicated Future Growth		Accessed By		Included in Footprint	Comments	Additional Notes
				Number	Area (sf)	Number	Area (sf)	High	Medium	Low		Staff or Spaces	Area (sf)	Public	Staff Only			
	VISITOR AREAS																	
1	Circulation - Vestibule - Public		56			1	56	56			Low			✓		☐		
2	Circulation - Lobby - Public		200			1	200	200			Low			✓		☐		
3	~~Circulation - Memorial Area~~		100	1	100									✓		☐		
4	Toilet - Designated Male		45	1	45	1	45	45			Low			✓		☐		
5	Toilet - Designated Female		45	1	45	1	45	45			Low			✓		☐		
6	Toilet - Gender Neutral		45			2	90	90			Low			✓		☐	Exterior for public use	
6	Infrastructure - Janitor Closet		25			1	25	25			Low				✓	☐		
7	~~Training - Meeting Room - with Tables~~		24	14	352									✓		☐		
8	~~Training - Meeting Room - Chairs only~~		18	22														
9	~~Training - Audio / Visual Equipment~~																	
10	~~Training - Meeting Break-Out & Storage~~		15.00%	1	53									✓		☐		
11	~~Storage - Training Materials~~		64												✓	☐		
12	~~Kitchenette~~		40															
13	~~Hospitality Room / Kitchen~~		100															
14	~~Office - Permits~~		80															
15	Storage - Recreation					1	64	64			Low						For Public Storage for the Park	
16	Triage		130			1	130	130			Low						Also, Nursing Mother's Room	
17	~~Other~~																	
	VISITOR AREAS TOTALS:				595		655	655								461		
	ADMINISTRATION																	
18	Conference Room		30	6	180	16	480	480			Low							
19	~~Toilet - Designated Male~~		45	1	45													
20	~~Toilet - Designated Female~~		45	1	45													
21	Toilet - Gender Neutral		45			1	45	45			Low							
22	~~Break Room - Staff~~		30															
23	~~Office - Administrative Assistant~~		120															
24	~~Office - Manager~~		200															
25	~~Office - Chief~~		250															
26	~~Tlt/Shwr - Chief~~		92															
27	~~Conference Table~~		18															
28	~~Office - Assistant Chief~~		200															
29	~~Office - Deputy Chief~~		200															
30	~~Office - Driver / Engineer~~		120															
31	Office - Captain		170	1	170	1	170	170			Low							
32	Office - Lieutenant		170	1	170	1	170	170			Low							
33	~~Office - Shift Commander~~	183	120															
34	Office - EMS		120			1	120	120			Low							
35	~~Office - Emergency Management (EMD)~~		120															
36	Office - Fire Alarm		120			1	120	120			Low							
37	~~Office - Fire Investigator~~		120															
38	~~Office - Fire Prevention~~		350															
39	~~Storage - Fire Prevention~~		64															
40	~~Office - ALS / Clinical Coordinator~~		120															
41	~~Office - OIC (Officer in Charge)~~		120															

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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SPACE NEEDS ANALYSIS | **Melrose Fire Station 3** | **Current Phase: (FS) Feasibility Study** | **Staff Shifts: 24 hour shifts. No change.** | **https://www.cityofmelrose.org/fire**

Chief Ed Collina | **280 E Foster St** | **5 Response(s) Received to Date** | **February 17, 2023** | Application V-4.4

	ROOM or SPACE	Existing Area (sf)	Area Standard	Calculated Program		Suggested Program		Priority (sf)			Hazard Zone	Dedicated Future Growth		Accessed By		Included in Footprint	Comments	Additional Notes
				Number	Area (sf)	Number	Area (sf)	High	Medium	Low		Staff or Spaces	Area (sf)	Public	Staff Only			
42	Office - Officer		120			2	240	240			Low						Between Officer's Dorms	
43	~~Office - Paramedic / Ambulance~~		120															
44	Office - Training		120			1	120	120			Low							
45	~~Office - Technology Specialist (I.T.)~~		160															
46	Office - Union Representative		64	1	64	1	64	64			Low							
47	Copy / Supply Area		50	1	50	1	50	50			Low							
48	Storage - Supply Closet		50			1	50	50			Low							
49	~~Storage - Active Files~~		80															
50	~~Storage - Archives~~		200															
51	~~Storage - Concessions~~		25															
52	Storage - General		80			1	100	100			Low							
53	~~Dispatch - Supervisor~~		120	1	120													
54	~~Dispatch - Stations~~		100	1	100													
55	Dispatch - Radio Room / Backup		100			1	100	100			Low							
56	~~Dispatch - Breakroom~~		50	1	50													
57	~~Dispatch - Toilet - Designated Female~~		48	1	48													100 net sf
58	~~Dispatch - Toilet - Designated Male~~		48	1	48													
59	~~Dispatch - Toilet - Gender Neutral~~		48															
60	~~Dispatch - Storage~~		64	1	64													
61	~~Dispatch - Vestibule~~		35	1	35													
62	~~Other~~																	
	ADMINISTRATION TOTALS:	**183**			**1,189**		**1,829**	**1,829**										
	STAFF SUPPORT/LIVING/TRAINING																	
63	Circulation - Vestibule - Staff Entry		56			1	56	56			Medium				✓	☐		
64	Mailboxes		0.25	20	5	20	5	5			Low							
65	Report Writing		30	3	90	3	90	90			Low				✓			
66	Library / Resource / Study		30			3									✓			
67	Tlt/Shwr - Designated Female	73	92	1	92	1	92	92			Low				✓			
68	Tlt/Shwr - Designated Male	103	92	1	92	2	184	184			Low				✓			
69	~~Tlt/Shwr - Gender Neutral~~		92															
70	Laundry - Domestic		64	1	64	1	64	64			Low				✓			
71	Infrastructure - Janitor Closet		25			1	25	25			Low				✓			
72	Lockers - Personal - Gender Neutral		21	18	378	20	280	280			Low				✓		24"x24"	
73	~~Nursing / Wellness Room~~		50	1	50										✓			
74	Training - Fitness Room		80	7	560	5	400	400			Low				✓			
75	~~Training - Mat / Floor~~		400															
76	~~Tlt/Shwr - Gender Neutral~~		92															
77	Day Room	275	50	6	300		600	600			Low							
78	Dining		30	6	180	12	360	360			Low							
79	Kitchen	66	30	6	180		360	360			Low							
80	Sleeping Room - Officer		170	2	340	2	340	340			Low				✓			
81	Sleeping Room - Single	376	92	5	460	6	552	552			Low				✓			
82	~~Sleeping Room - Double~~		170												✓			
83	~~Sleeping Room - Dorm Style~~		50															
84	Storage - General		80			1	80	80			Low				✓			

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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SPACE NEEDS ANALYSIS	Melrose Fire Station 3	Current Phase: (FS) Feasibility Study	Staff Shifts: 24 hour shifts. No change.	https://www.cityofmelrose.org/fire	
Chief Ed Collina	280 E Foster St	5 Response(s) Received to Date		February 17, 2023	Application V-4.4

	ROOM or SPACE	Existing Area (sf)	Area Standard	Calculated Program		Suggested Program		Priority (sf)			Hazard Zone	Dedicated Future Growth		Accessed By		Included in Footprint	Comments	Additional Notes
				Number	Area (sf)	Number	Area (sf)	High	Medium	Low		Staff or Spaces	Area (sf)	Public	Staff Only			
85	~~Other~~																	
	STAFF SUPPORT/LIVING/TRAINING TOTALS:	893			2,791		3,488	3,488								56		
	OPERATIONS																	
86	Circulation - Vestibule - Negative Pressure		56			1	56	56			High				✓	☐		
87	~~Patrol Desk / Watch Room / Operations~~		120												✓	☐		
88	Lockers - Fire TOG - Gender Neutral		18	20	360	20	360	360			High				✓	☐	30"x24"	
89	Apparatus - Center Bays	1,650	1,440	2	2,880	1	1,440	1,440			High			✓		☐	**18' x 80' Apparatus Bays**	4,640 net sf
90	Apparatus - End Bays		1,600	2	3,200	2	3,200	3,200			High			✓		☐	**20' x 80' Apparatus Bays**	
91	~~Apparatus - Maintenance Bay~~		1,440														Off-Site	
92	Decon - Gross		150	1	150	1	150	150			High				✓	☐		
93	Decon - Laundry - Domestic		80	1	80	1	80	280			High				✓	☐		
94	Decon - Laundry - TOG		200	1	200	1	200								✓	☐		
95	Decon - Tlt/Shwr - Designated Female		72	1	72	1	72	72			High				✓	☐		
96	Decon - Tlt/Shwr - Designated Male		72	1	72	1	72	72			High				✓	☐		
97	~~Decon - Tlt/Shwr - Gender Neutral~~		72															
98	Decon - SCBA Gear		64	1	64	1	64	64			High				✓	☐		
99	SCBA Fill		100	1	100	1	100	100			High				✓	☐	2 bottle size	
100	SCBA Bottles		4	1	4	10	42	42			High				✓	☐		
101	SCBA Compressor		50	1	50	1	50	50			High				✓	☐		
102	SCBA Repair		100	1	100	1	100	100			High				✓	☐		
103	~~Workshop - Mechanic~~		6												✓	☐		
104	~~Workshop - Equipment~~		200															
105	Storage - Exterior Operations		144			1	80	80			High				✓	☐	Double doors	
106	Storage - Fuel Containers		25			1	10	10			High				✓	☐		
107	~~Storage - Operations~~		80															
108	~~Storage - Hardous Materials~~		45															
109	Storage - Hose Racks		25	2	50	1	25	25			High				✓	☐		
110	Storage - EMS / Medical		64			1	64	64			High				✓	☐		
111	Storage - Parts		80	1	80	1	10	10			High				✓	☐	Parts Cabinet	
112	~~Storage - PPE~~		80												✓	☐		
113	~~Storage - Tools~~		120															
114	~~Hose Tower~~																	
115	Training - Mezzanine		300	1	300	1	300	300			High				✓		300 sf max if no elevator access	
116	Infrastructure - Janitor Closet		25	1	25	1	25	25			High				✓	☐		
117	~~Other~~																Exterior Manhole Training	
	OPERATIONS TOTALS:	1,650			7,787		6,500	6,500								6,200		
	INFRASTRUCTURE																	
118	Circulation - Elevator		58			2	116	116			Low			✓		☐	1 Elevator x 2 Levels	
119	Circulation - Stairs (sf/floor)		250			2	500	500			Medium			✓		☐	x2 levels	
120	Circulation - Stairs - Training (sf/floor)		350			2	700	700			Medium			✓		☐	x2 levels	
121	Circulation - Fire Slide Chute		36			2	72	72			Medium				✓	☐	1 Pole x 2 Levels	
122	~~Circulation - Pole Closet~~		45	2	90													
123	Infrastructure - BDA		25			1	25	25			Low				✓			
124	Infrastructure - Comms Closet (IDF)		25			1	25	25			Low				✓			

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SPACE NEEDS ANALYSIS

Chief Ed Collina

Melrose Fire Station 3

280 E Foster St

Current Phase: (FS) Feasibility Study

5 Response(s) Received to Date

Staff Shifts: 24 hour shifts. No change.

https://www.cityofmelrose.org/fire

February 17, 2023

Application V-4.4

	ROOM or SPACE	Existing Area (sf)	Area Standard	Calculated Program Number	Calculated Program Area (sf)	Suggested Program Number	Suggested Program Area (sf)	Priority (sf) High	Priority (sf) Medium	Priority (sf) Low	Hazard Zone	Dedicated Future Growth Staff or Spaces	Dedicated Future Growth Area (sf)	Accessed By Public	Accessed By Staff Only	Included in Footprint	Comments	Additional Notes
125	Infrastructure - Electrical Closet		25			1	25	25			Low				✓	☐		
126	Infrastructure - Electrical Room		150			1	150	150			Low				✓	☐		
127	Infrastructure - Electrical - Emergency		25			1	25	25			Low				✓	☐		
128	Infrastructure - Elevator Machine Room		58			1	58	58			Low				✓	☐		
129	Infrastructure - Mechanical		500			1	500	500			Low				✓			
130	Infrastructure - Recycling		25			1	25	25			Low				✓	☐		
131	Infrastructure - Server (MDF)		200			1	200	150	50		Low				✓			
132	Infrastructure - Trash		50			1	50	50			Low				✓	☐		
133	Infrastructure - Water Entry / Sprinkler		100			1	100	100			High				✓	☐		
134	~~Storage - Grounds Equipment~~		144															
135	~~Other~~																	
	INFRASTRUCTURE TOTALS:				90		2,571	**2,521**	**50**							1,127		
	SUB TOTALS:	2,726			12,452		15,043	**14,993**	**50**							7,844		
	GROSSING FACTOR																	
	Circulation & Infrastructure Increase	164%			30.00%		**30.00%**	30.00%	30.00%	30.00%			30%			30%		
	GROSSING FACTOR TOTALS:	4,474			3,736		4,513	4,498	15							2,353		
	TOTALS:	7,200			16,188		19,555	19,490	50	0						10,197		
		estimated						270.70%	Increase over existing			future (%)	future (sf)			Not Shared		

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SPACE NEEDS ANALYSIS

Police Chief Kevin M. Faller

Melrose Police Station

Existing Location: 56 W Foster St

Current Phase: (FS) Feasibility Study

35 Response(s) Received to Date

8 hrs shifts:
7:45am-3:45pm, 3:45pm- 11:45pm, 11:45pm-7:45am

https://melrosepolice.net/

February 8, 2023 — **Application V-4.5**

	ROOM or SPACE	Existing Area (sf)	Previous Study Calculated Area (sf)	Area Standard	Calculated Program Number (Avg'd)	Calculated Program Area (sf)	Suggested Program Number	Suggested Program Area (sf)	Priority (sf) High	Priority (sf) Medium	Priority (sf) Low	Security Zone	Dedicated Future Growth Staff or Spaces	Dedicated Future Growth Area (sf)	Accessed By Public	Accessed By Staff Only	Included in Footprint	Comments	Additional Notes
	VISITOR AREAS																		
1	Circulation - Vestibule		64	56			1	56	56			Medium			✓		☐		Pamphlets, TV Monitor, space for Drug Drop-off, Sharps, etc.
2	Circulation - Lobby - Public		250	200			1	200	200			Low			✓		☐	8' of Glass cases in walls, 12" deep min	
3	Circulation - Memorabilia			100	1	100									✓		☐		
4	Toilet - Designated Male		64	45	1	45	1	45	45			Low			✓		☐		
5	Toilet - Designated Female		64	45	1	45	2	90	90			Low			✓		☐		
6	~~Toilet - Family~~			45											✓				
7	Infrastructure - Janitor Closet		40	25	1	25	1	25	25			Low				✓	☐		
8	Interview - Multi-Use		200	80	3	272	2	160	80	80		Medium			✓		☐		
9	Interview - Dedicated		120	64	2	135	1	64	64			Medium			✓		☐		
10	Public Greeter			64			1	64	64			Low			✓		☐		
10	Office - Permits (License To Carry)		150	150			1	150	150			Medium			✓		☐	Storage including fingerprint	May also be sex offender registration room
	Training / Meeting Area																		
11	Training - Meeting Room - with Tables		1,050	24	36	987	40	1,260	1,260			Low			✓		☐	Training for other departments	1,483 net sf
12	Training - Meeting Room - Chairs only			18	55		70											Tv's with public information	
13	Infrastructure - Audio / Visual Equipment		150	64	1	64	1	64	32	32		Low			✓		☐		
14	Storage - Tables & Chairs			10%	1	0	1	126	126			Low				✓	☐		
15	Storage - Training Materials			64	1	64	1	25	25			Low				✓	☐		
16	Kitchenette		53	40	1	40	1	40	40			Low					☐	In back of training room	
17	~~Hospitality Room / Kitchen~~			100	1	100											☐		
18	~~Storage - General~~			80												✓	☐		
19	~~Other~~																☐		
	VISITOR AREAS TOTALS:		**2,205**			**1,878**		**2,369**	**2,257**	**112**							**2,257**		
	ADMINISTRATION																		
20	Conference Room		291	30	31	917	12	360	360			Low	4	120			☐		
21	Copy / Supply Area		60	50			1	50	50			Low					☐		
22	Storage - Supply Closet			25			1	25	25			Low					☐		
23	Toilet - Designated Male		64	45	1	45	1	45	45			Low					☐		
24	Toilet - Designated Female		64	45	1	45	1	45	45			Low					☐		
25	~~Toilet - Gender Neutral~~			45													☐		
26	Infrastructure - Janitor Closet			25			1	25	25			Low					☐		
	Dispatch Area																		
27	Dispatch - Supervisor		160	120	1	120	1	120	120			High					☐	Visual connection to Dispatch	719 net sf
28	Dispatch - Stations		500	100	3	291	3	291	291			High	1	100			☐	Building Greeters	
29	Dispatch - Radio Room / Backup		100	100	1	100	1	100	100			High					☐		
30	Dispatch - Breakroom		200	50	1	50	2	100	100			High					☐	Including Lockers, full size fridge/freezer, microwave, coffee, sink, etc.	
31	~~Dispatch - Toilet - Designated Female~~			48	1	48											☐		
32	~~Dispatch - Toilet - Designated Male~~			48	1	48											☐		
33	Dispatch - Toilet - Gender Neutral		64	48			1	48	48			High					☐		
34	Dispatch - Storage			64			1	25	25			High					☐		
35	Dispatch - Vestibule			35	1	35	1	35	35			High					☐		
36	Office - Chief		250	250	1	250	1	250	250			Medium							
37	Conference Room			30			5	150	150			Low							
38	Tlt/Shwr - Chief			92	1	92	1	92	92			Low							

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

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SPACE NEEDS ANALYSIS — Melrose Police Station

Police Chief Kevin M. Faller | **Existing Location: 56 W Foster St** | **Current Phase: (FS) Feasibility Study** | **35 Response(s) Received to Date** | **8 hrs shifts: 7:45am-3:45pm, 3:45pm- 11:45pm, 11:45pm-7:45am** | **https://melrosepolice.net/** | **February 8, 2023** | **Application V-4.5**

	ROOM or SPACE	Existing Area (sf)	Previous Study Calculated Area (sf)	Area Standard	Calculated Program Number (Avg'd)	Calculated Program Area (sf)	Suggested Program Number	Suggested Program Area (sf)	Priority (sf) High	Priority (sf) Medium	Priority (sf) Low	Security Zone	Dedicated Future Growth Staff or Spaces	Dedicated Future Growth Area (sf)	Accessed By Public	Accessed By Staff Only	Included in Footprint	Comments	Additional Notes
39	~~Office - Assistant Chief~~			200															
40	Office - Deputy Chief			200			1	200	**200**			Medium	1	200					
41	Office - Captain			170	0	24													
42	Office - Operations		390	120	0	17	1	120	**120**			Medium							
43	Office - Patrol Commander		390	120			1	120	**120**			Medium						Adjacent to Chief's Office	
44	Office - Professional Standards		390	120	3	357	1	120	**120**			Medium							
45	Office - Sergeant (Patrol)			160	3	480	2	240	**240**			Medium	1	120			☐	2 Workstations in 1 office on First Floor, near Roll Call	
	Detective Area																		
46	Office - Detective Supervisor		214	120	1	120	1	150	**150**			Medium						Detective Seargeant	922 net sf
47	Office - Detective		750	120	3	353	5	600	**500**	100		Medium	1	100					
48	Office - Detective - Interview			64	1	64	2	128	**128**			Medium						1 Interogtaion + 1 soft interview	
49	Storage - Detective			64	1	64	1	64	**64**			Medium							
50	Surveillance Storage & Viewing			80	1	80	1	80	**80**			High						Future Crime Analyst	
51	Copy / Supply Area			50			1	50	**50**			Low							
52	Office - Administrative Assistant		120	120	1	120	1	120	**120**			Medium	1	120					
53	~~Office - Animal Control~~		120	144															
54	Office - Clerk			120	1	120	1	120	**120**			Medium							
55	~~Office - Community Outreach~~		120	120															
56	Office - Domestic Violence			120	1	120	1	160	**160**			Medium						2 Workstations near Detectives	
57	Office - Family Services			120			1	80	**80**			Medium						Near Detectives	
58	~~Office - Fire Arms~~			120	1	120													
59	Office - Future		120	120			2	240	**240**			Medium	2	240					
60	Office - Manager		120	200	1	200	1	200	**200**			Medium						Adjacent to Chief	
61	~~Office - OIC (Officer in Charge)~~		120	120	1	120												Dispatch Supervisor	
62	~~Office - Parking~~			120															
63	Office - Prosecutor		140	120	1	120	1	80	**80**			Medium						Workstation Near Detectives	
64	~~Office - SRO~~			120															
65	~~Office - Public Safety~~		120	120															
66	~~Office - Shift Commander~~			120	1	120												OIC	
67	Office - Social Worker			120	1	120	1	120	**120**			Medium						Near Domestic Violence	2 Workstations
68	Office - Technology Specialist (I.T.)			160	1	160	1	160	**160**			Medium	1	160					
69	Office - Traffic		130	120	1	120	4	480	**480**			Medium	1	120				Seargeant	
70	Storage - Traffic Equipment			80	1	80	2	160	**160**			Medium							
71	Office - Training			120	1	120	1	120	**120**			Medium	1	120					
72	Office - Union Representative		160	64	1	64	1	80	**80**			Medium						2 Workstations	
73	Storage - Active Files		200	80	1	80	1	200	**200**			Medium							
74	Storage - Archives			200	1	200	1	200	**200**			Medium						High Density Storage	
75	Storage - HR Records			45	1	45	1	64	**64**			High							
76	Storage - General		80	80	1	80	1	200	**200**			Medium							
77	~~Workroom~~		60	150															
78	~~Other~~																		
	ADMINISTRATION TOTALS:		**5,497**			**5,710**		**6,417**	**6,317**	**100**				**1,400**			**959**		
	STAFF SUPPORT / TRAINING																		
79	Circulation - Vestibule - Staff Entry		64	56			1	56	**56**			Medium					☐		
80	Break Room / Kitchenette		300	30	8	243	8	243	**243**			Low					☐		

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SPACE NEEDS ANALYSIS

Police Chief Kevin M. Faller

Melrose Police Station

Existing Location: 56 W Foster St

Current Phase: (FS) Feasibility Study

35 Response(s) Received to Date

8 hrs shifts:
7:45am-3:45pm, 3:45pm- 11:45pm, 11:45pm-7:45am

https://melrosepolice.net/

February 8, 2023

Application V-4.5

	ROOM or SPACE	Existing Area (sf)	Previous Study Calculated Area (sf)	Area Standard	Calculated Program Number (Avg'd)	Calculated Program Area (sf)	Suggested Program Number	Suggested Program Area (sf)	Priority (sf) High	Priority (sf) Medium	Priority (sf) Low	Security Zone	Dedicated Future Growth Staff or Spaces	Dedicated Future Growth Area (sf)	Accessed By Public	Accessed By Staff Only	Included in Footprint	Comments	Additional Notes
81	Briefing / Roll Call Room		240	18	18	323	18	323	**323**			Medium					☐	Near Breakroom	Include counter with sink at back
82	Laundry - Domestic		100	64	1	64	2	128	**128**			Low						In Male & Female Locker Rooms	
83	Library / Resource / Study			30			5	150	**150**			Low						Might also function as Memorial Area	
84	Infrastructure - Janitor Closet		40	25	1	25	1	25	**25**			Low							
85	Lockers - Police - Designated Female		144	21	8	167	8	143	**143**			High	6	108				30"x24"	Near Gym
86	Lockers - Police Supervisors - Dsg. Female			21	4	92	4	79	**79**			High	2	36					
87	Lockers - Police - Designated Male		630	21	40	840	40	720	**720**			High	6	108					
88	Lockers - Police Supervisors - Dsg. Male			21	12	257	18	324	**324**			High	4	72					
89	Mailboxes			0.25	46	12	60	15	**15**			Medium						Adjacent to Roll Call - Open Cubbies	
90	Nursing / Wellness Room			50	1	50	1	50	**50**			Low							
91	Report Writing			30	6	169	4	120	**120**			Low					☐	Near Booking & OIC & Roll Call	
92	~~Squad/Patrol Room~~		291	18															
93	~~Storage - Duty Bags~~		30	5															
94	Storage - General		80	80			1	80	**80**			Medium						AED Storage. Near Roll Call	
95	Storage - Honor Guard		120	64	1	64	1	120	**60**	60		Medium						Between Male & Female Locker Rooms	
96	Tlt/Shwr - Designated Female		188	92	1	103	2	184	**184**			Low							
97	Tlt/Shwr - Designated Male		282	92	4	406	4	406	**406**			Low							
98	Training - Fitness Room		450	80	18	1,438	5	400	**400**			Low						Lower Level near lockers if possible.	Accessible route for equipment delivery
99	Training - Mat / Floor			400			1	400	**400**			Low							
100	Training - Simulator		400	400	1	400													
101	~~Training - Taser~~			100															
102	~~Other~~																		
	Training - Shooting Range																		
103	Training - Shooting - Firing Line			45	3	143	4	180	**180**			High					☐		2,815 net sf
104	Training - Shooting - Firing Lane			375	3	1,189	4	1,500	**1,500**			High					☐		
105	Training - Shooting - Bullet Stop			90	3	285	4	360	**360**			High					☐		
106	Training - Shooting - Cleaning			25	1	25	1	25	**25**			High					☐		
107	Training - Shooting - Mechanical			300	1	300	1	300	**300**			High					☐		
108	Training - Shooting - Munitions			200	1	200	1	200	**200**			High					☐		
109	Training - Shooting - Range Control			150	1	150	1	150	**150**			High					☐		
110	Training - Shooting - Work Bench			25	3	79	4	100	**100**			High					☐		
	STAFF SUPPORT / TRAINING TOTALS:		3,359			**7,023**		**6,781**	**6,721**	60				324			**3,557**		
	OPERATIONS																		
111	Circulation - Vestibule - Egress			35			1	35	**35**			High					☐		
112	Armory - Storage		200	200	1	200	1	200	**200**			High					☐	Block Walls, on first floor. Ammunition delivered by pallets	
113	Armory - Cleaning & Munitions			150	1	150	1	150	**150**			High					☐		
114	~~Armory - Swatt~~			100															
	Detention Area																		
114	Detention - Booking / Processing		218	75	1	86	1	86	**86**			High					☐		
115	Detention - Lockers - Detainees			4	8	31	8	31	**31**			High					☐		
116	~~Detention - Lockers - Staff~~			4													☐		
117	Detention - Shower		48	40			1	40	**40**			High					☐		
118	Detention - Storage		60	64			1	64	**64**			High					☐		
119	~~Detention - Toilet - Gender Neutral~~		64	48															
120	~~Detention - Interview - Juvenile~~		74	74	1	110													

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SPACE NEEDS ANALYSIS

Police Chief Kevin M. Faller

Melrose Police Station

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35 Response(s) Received to Date

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7:45am-3:45pm, 3:45pm- 11:45pm, 11:45pm-7:45am

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February 8, 2023 | **Application V-4.5**

	ROOM or SPACE	Existing Area (sf)	Previous Study Calculated Area (sf)	Area Standard	Calculated Program Number (Avg'd)	Calculated Program Area (sf)	Suggested Program Number	Suggested Program Area (sf)	Priority (sf) High	Priority (sf) Medium	Priority (sf) Low	Security Zone	Dedicated Future Growth Staff or Spaces	Dedicated Future Growth Area (sf)	Accessed By Public	Accessed By Staff Only	Included in Footprint	Comments	Additional Notes
121	Detention - Interview - Secure		148	74	2	165	1	74	**74**			High					☐		
122	Detention - Holding - Designated Female		148	74	2	163	2	148	**148**			High					☐	Separate blocks	1,018 net sf
123	Detention - Holding - Designated Male		296	74	4	307	4	296	**296**			High					☐		
124	~~Detention - Holding - Detox~~			74															
125	~~Detention - Holding - Juvenile~~			74															
126	Detention - Holding - Temporary		48	74	2	135	1	74	**74**			High					☐	Bench, monitor, rail. Adj to Booking with window. May double as Matron room	
127	~~Detention - Monitor / Matron~~		80	64															
128	Detention - Bail - Officer		74	74			1	74	**74**			High					☐		
129	Detention - Bail - Waiting			64			1	64	**64**			High					☐		
130	Detention - Vestibule - Release		64	42			1	42	**42**			High					☐		
131	Detention - Vestibule - Access Control		25	25			1	25	**25**			High					☐		
	Evidence Area																		
132	Evidence - Processing		150	80	1	80	1	80	**80**			High					☐	Large & small lockers and refrigated. Size to accommodate new Sexual Assult kit sizes. Block Walls	
133	Evidence - Lockers			6	2	12	5	30	**30**			High					☐		
134	Evidence - Lab			150	1	150	1	150	**150**			High					☐	Eye Wash and Sink and Deluge Shower	
135	Evidence - Drying			10	1	10	1	10	**10**			High					☐		
136	Evidence - Storage - General		400	500	1	500	1	500	**500**			High					☐	Minimum Size. To be verified	
137	Evidence - Storage - Contaminated			25	1	25	1	25	**25**			High					☐		
138	Evidence - Storage - High Value			64	1	64	1	64	**64**			High					☐	Locked	1,120 net sf
139	Evidence - Storage - Long Weapons			25	1	25	1	25	**25**			High					☐	Locked	
140	Evidence - Storage - Refrigerated			36	1	36	1	36	**36**			High					☐		
141	Evidence - Storage - Sidearms			25	1	25	1	25	**25**			High					☐	Locked	
142	~~Evidence - Storage - Technology~~			25													☐	Locked	
143	Evidence - Storage - Ventilated			25	1	25	1	25	**25**			High					☐	Locked	
144	Crime Lab			150	1	150	1	150	**150**			High							
	Garage																		
145	Storage - ATV			72			1	72	**72**			Medium					☐		
146	Storage - Bicycle Patrol		60	24			4	96	**96**			Medium					☐		
147	Storage - General			80			2	160	**160**			Medium					☐		
148	Storage - K9 Officer			25			2	50	**50**			Medium					☐		
149	Storage - Kennels		240	65	1		2	130	**130**			High					☐	motorcyles, mountain bikes, trailers for speed traps, and also a bay separate for any crime scene processing of vehicles , and Site Maintenance Equipment	974 net sf
149	Storage - Large Items		64	64			1	64	**64**			Medium					☐		
150	~~Storage - Lost & Found~~		200	64															
151	Storage - Motorcycle			45			2	90	**90**			High					☐		
152	~~Storage - Mounted Patrol~~			25															
153	Storage - Trailer			162			1	162	**162**			Medium					☐		
154	Infrastructure - Janitor Closet			25			1	25	**25**			Low					☐		
155	Sally Port		1,080	600	3	1,663	2	1,200	**1,200**			High					☐		
156	Vehicle Holding/Processing		1,080	600			2	1,200	**1,200**			High					☐		
157	Storage - Vehicle Supplies		60	80			1	80	**80**			Medium					☐	First Aid Kits, Windshield Wipers, etc	
158	~~Other~~																		
	OPERATIONS SUBTOTALS:		**4,881**			**4,111**		**5,852**	**5,852**								**5,667**		
	INFRASTRUCTURE																		
159	Circulation - Elevator		240	58	2	116	2	116	**116**			Medium					☐		
160	Circulation - Stairs (sf/floor)		600	250	2	500	2	500	**500**			Medium					☐		

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SPACE NEEDS ANALYSIS

Police Chief Kevin M. Faller

Melrose Police Station

Existing Location: 56 W Foster St

Current Phase: (FS) Feasibility Study

35 Response(s) Received to Date

8 hrs shifts:
7:45am-3:45pm, 3:45pm- 11:45pm, 11:45pm-7:45am

https://melrosepolice.net/

February 8, 2023

Application V-4.5

	ROOM or SPACE	Existing Area (sf)	Previous Study Calculated Area (sf)	Area Standard	Calculated Program Number (Avg'd)	Calculated Program Area (sf)	Suggested Program Number	Suggested Program Area (sf)	Priority (sf) High	Priority (sf) Medium	Priority (sf) Low	Security Zone	Dedicated Future Growth Staff or Spaces	Dedicated Future Growth Area (sf)	Accessed By Public	Accessed By Staff Only	Included in Footprint	Comments	Additional Notes
161	Circulation - Stairs (sf/floor)		600	250	2	500	2	500	**500**			Medium					☐		
162	Infrastructure - Comms Closet (IDF)			25	1	25	1	25	**25**			High							
163	Infrastructure - E911			36	1	36	1	36	**36**			High							
164	Infrastructure - Electrical Closet			25	1	25	1	25	**25**			High							
165	Infrastructure - Electrical Room		150	150	1	150	1	150	**150**			High					☐		
166	Infrastructure - Electrical - Emergency			25	1	25	1	25	**25**			High					☐		
167	Infrastructure - Elevator Machine Room		80	58	1	58	1	58	**58**			Medium					☐		
168	Infrastructure - Maintenance - Shop			100			1	100	**100**			Low							
169	Infrastructure - Maintenance - Storage			64															
170	Infrastructure - Server (MDF)		300	200	1	200	1	200	**200**			High							
171	Infrastructure - Mechanical		500	500	1	500	1	500	**500**			Medium							
172	Infrastructure - Recycling			25	1	25	1	25	**25**			Low							
173	Infrastructure - Trash			50	1	50	1	50	**50**			Low							
174	Infrastructure - Water Entry / Sprinkler		100	100	1	100	1	100	**100**			Medium					☐		
175	~~Storage - Grounds Equipment~~			144	1	144											☐		
176	~~Other~~																		
	INFRASTRUCTURE SUBTOTALS:		**2,570**			**2,454**		**2,410**	**2,410**								**891**		
	SUBTOTALS (Including Shared Spaces):		**18,512**			**21,176**		**23,829**	**23,557**	**272**				1,724			13,332		
	GROSSING FACTOR																		
	Circulation & Infrastructure Increase		30.00%			30.00%		30.00%	30.00%	30.00%	30.00%			30.00%			30.00%		
	GROSSING FACTOR TOTALS:		**5,554**			**6,353**		**7,149**	**7,067**	**82**				517			3,999		
	GRAND TOTAL:	**7,144**	**24,066**			**27,529**		**30,978**	**30,624**	**354**			7.32%	2,241			17,331		

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Affordable Housing Trust Appointment
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the appointment of Helena Widtfeldt, 44 Briggs Street, to the Melrose Affordable Housing Trust for a one-year term, said term to expire on the last day of January 2024. Ms. Widtfelt's term fills the unexpired term of resigned Affordable Housing Trust member Carolyn Federoff.

For over a decade, Ms. Widtfelt has worked for affordable housing industry organizations such as Quaddel, a national leader in providing program management, consulting, and training solutions to the affordable housing industry. I'm confident that her collected experience, in addition to her knowledge of planning and development via her master's degree in community development and planning, will drive forward the City of Melrose's mission to promote greater diversity and racial equity in the community and for the benefit of low- to moderate-income households in accordance with the provisions of MGL c. 44, § 55C.

Thank you for your consideration.

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Contact

www.linkedin.com/in/hwidtfeldt
(LinkedIn)

Top Skills

Program Management
Customer Service
Project Management

Certifications

TaCCs
C3P Tax Credit

Helena Widtfeldt

Senior Manager at Quadel
Greater Boston

Summary

Program experience and expertise in LIHTC, Housing Choice Voucher, Public Housing, RAD, Neighborhood Stabilization, and Capital Fund Recovery. Supports program and compliance management through designing, implementing and managing new workflow processes. Developed Quality Control and Quality Assurance processes including file reviews and training. She has assisted with developing and updating Standard Operating Procedures, Annual Plans, Administrative Plans and ACOPs.

Experience

Quadel
7 years 6 months

Senior Manager
July 2021 - Present (1 year 7 months)

Manager
October 2018 - July 2021 (2 years 10 months)

Senior Associate
August 2015 - October 2018 (3 years 3 months)

Human Services Research Institute
Project Manager
January 2011 - August 2015 (4 years 8 months)

Center for Social Innovation
Project Assistant
October 2009 - December 2010 (1 year 3 months)

Quadel Consulting Corporation
2 years 1 month

Associate
February 2007 - July 2008 (1 year 6 months)

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Program Analyst
July 2006 - February 2007 (8 months)

Education

Clark University

MA, Community Development & Planning · (2008 - 2010)

Providence College

BA, Public & Community Service and Political Science · (2002 - 2006)

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Library Board of Trustees Reappointment
Date: January 31, 2023

I respectfully request the Honorable City Council confirm the reappointment of Cathryn Mercier, 466 Pleasant Street, to the City of Melrose Library Board of Trustees for a three-year term, said term to expire the last day of February 2026.

My recommendation to reappoint Ms. Mercier, a staunch advocate for our public library who has supported the building, its services, and patrons through a pandemic and now a phase of transition and renovation, comes with the support of Melrose Public Library Director Linda Gardener. I look forward to Ms. Mercier's and our other Library Board of Trustees' continued fulfillment of the trustee's mission and their collaborative dedication to the library.

Thank you for your consideration.

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Cathryn M. Mercier

466 Pleasant Street
Melrose MA 02176

[redacted]

January 31 2023

Mayor Paul Brodeur
Melrose City Hall
Second Floor
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

I write to express my interest in continuing to serve on the Melrose Public Library Board of Trustees. My current appointment expires on the last day of February 2023.

Not only do I find this work on behalf of the city and its people to be valuable in supporting the library's extensive public services to our community, but also I consider it my duty to support the library as a fundamental place for beginning, enhancing, and continuing the development the engaged citizenry essential to democracy.

I have been honored to serve on the library's last strategic planning efforts and to have been part of the collaborative efforts to bring to our city a new library, a gorgeous building that preserves the historic – as the best of Melrose does – even as it anticipates the future needs of our city.

It been my pleasure to serve Melrose in this way and I would welcome reappointment to this position.

My best,

Cathryn M. Mercier

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Human Rights Commission
Date: February 14, 2023

I respectfully request the Honorable City Council confirm the reappointment of Joseph Phillips, 1 Hillside Ave, to the Melrose Human Rights Commission (HRC) for a three-year term set to expire on the last day of February 2026.

Mr. Phillips has a proven track record of dedicated commitment to the Melrose community, as evident in his passionate participation and service to the HRC and the Diversity, Equity, and Inclusion Advisory Task Force, in addition to community groups. Mr. Phillips, along with my office, co-organized and hosted the City's October 8, 2022, Melrose Dance for Community event, which brought together residents of all ages, abilities, genders, ethnicities, and backgrounds, building a stronger sense of community. I look forward to his continued efforts to ensure the City of Melrose and our community work together to grow into "One community, open to all."

Thank you for your consideration and support for Mr. Phillips' reappointment to the Historical Commission.

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From: Joseph M. Phillips
To: Martin, Lily
Subject: Re: Urgent: Expiring Terms
Date: Wednesday, February 8, 2023 6:42:08 PM

Hello Lily,

Can you please accept this email as a formal request to remain a member of the Melrose Human Rights Commission. It would be my pleasure to continue working on behalf of the community of Melrose.

Thank you,

Best -

JMP

Joseph M. Phillips, MBA

Scopus meus excelsior est
[My goal is ever higher]

Sent from my iPhone

> On Feb 8, 2023, at 5:23 PM, Martin, Lily <lmartin@cityofmelrose.org> wrote:
>
> Good evening, Fatma and Joe,
>
> Following up to see if you can pass along your brief letters of interest so we can reappoint you to the Melrose Human Rights Commission,
>
> Please send along the letters as soon as possible. The next deadline to get appointments down to the City Council is next Tuesday at 11 a.m.
>
> Sincerely,
> Lily
>
> **Lily Martin**
> she/her/hers
> Communications & Community Outreach Coordinator
> Office of Mayor Brodeur
> Melrose City Hall
> 562 Main Street
> Melrose, MA, 02176
> 781-979-4148
> <image001.jpg>

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Joseph M. Phillips

Melrose, MA 02176 - linkedin.com/in/josephmphillips – [redacted]

Financial Planning Advisor

Comprehensive Financial Planning. Consultative Sales Leadership Management. Coaching and Business Development.

CORE COMPETENCIES

- Provide individual holistic financial planning, ESG/SRI strategies, legacy planning, wealth preservation, tax efficiency and asset distribution consistent with client goals and objectives
- New client acquisition, value-based messaging and strategic planning
- Strong client discovery engagement and presentation skills
- Construct intricate investment portfolios, stock selection, and portfolio management based on Analysis and Modern Portfolio Theory
- Conduct ongoing monitoring of implemented plans and constant client reviews
- Relationship Management - Thoughtful team leadership, excellent interpersonal communication skills, and ability to expand existing relationships
- Promote change management practices to corporate and organizational leaders to embrace and facilitate work environmental change
- Provided end to end equity execution management technology solutions to major equity trading desks, emerging and minority broker dealers
- Analyze marketing opportunities, identify target markets, and conduct intelligence gathering on competitors
- Managed all aspects of client relationships with some of the largest pension funds, money managers hedge funds and broker dealers in the country
- Spearheaded the Diversity and Emerging Broker and Asset management initiative program for State pension funds and large asset managers

PROFESSIONAL EXPERIENCE

Vice President, Financial Advisor — 2014-Present
Santander Investment Services – Boston, MA
Securities and Financial Advisory Services offered through Santander Investment Services.

Assistant Vice President, Financial Advisor — 2013-2014
RBS Citizens – Boston, MA
Securities and Financial Advisory Services offered through RBS Citizens

Owner of Phillips Consulting — 2010-2013
Phillips Consulting – Greater Boston, MA
Corporate Business and Individual Planning

Director of Business Development — 2008-2010
Finacorp Securities – Boston, MA
Fixed Income Selling Group and Execution Management Systems

Vice President, Head of Business Development — 2004-2008
Firefly Capital Execution Technology Systems – Boston, MA

Financial Consultant, CGA, GPM — 1998-2002
Smith Barney/Citi Group – Boston, MA

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LICENSES AND CERTIFICATIONS

FINRA Licenses: Series 7, 65, 63
MA Life and Variable Life

EDUCATION

Northeastern University - Boston, MA - BS, Leadership Management – Graduated Summa Cum Laude
Western New England University – Springfield, MA – MBA

Volunteer Experience

Pathways of Lynn – President of the Board of Directors 2017-Present

Adult education, job training and ESOL. Helping adults prepare to be successful in the workplace by integrating basic, technical and work-readiness skill building.

Melrose Alliance Against Violence – Walk Committee Member 2012-2016

Organize annual Vigil and walk to remember victims of domestic violence.

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ELIZABETH A. REIDY

[redacted]

EXPERIENCE

Counsel, Robins Kaplan LLP **May 2021 to the Present**

Represent national and global primary and excess insurers in first-party and third-party liability and property disputes with their insureds and third-party claimants, including in litigation, mediation and appraisal proceedings.

- Obtained dismissals on behalf of first-party property insurers in business interruption matters arising from the COVID-19 pandemic.
- Negotiated a successful resolution on behalf of a Lloyd's Syndicate of a claim arising out of two water losses and addressed novel questions as to the applicability of M.G.L. ch. 175, s. 99 to surplus lines insurers.
- Successfully represented insurer against homeowner's claim for coverage for a fire loss, resulting in favorable resolution after filing a motion to dismiss.
- Obtained successful award for insurer in Massachusetts Reference proceeding arising out of a water loss under a builder's risk policy.

Partner, Nystrom, Beckman & Paris, LLP **September 2012 to April 2021**

Extensive civil litigation experience in a wide range of cases, including insurance coverage, complex contract disputes, fiduciary duty claims and other business torts, financial fraud and employment matters.

- Reviewed, analyzed and advised clients with respect to first- and third-party insurance claims under D&O, E&O, fidelity bond and general liability policies.
- Represented over one hundred dairy farmers in antitrust action alleging violations of the Sherman Act in federal court against national dairy cooperative and marketing agency.
- Obtained favorable result in five-day jury trial in breach of fiduciary duty and breach of contract action on behalf of member of limited liability company.
- Granted summary judgment on behalf of trustee in declaratory judgment action, thereby obtaining insurance coverage for tort committed by trustee acting within the scope of his duties.
- Drafted appellate briefs for the Massachusetts Appeals Court in insurance coverage matter against company's excess insurer after underlying settlement, which concerned a matter of first impression.
- Successfully resolved dispute on behalf of medical device company in professional malpractice action against accounting firm, arising from firm's negligent audits.
- Resolved dispute for company and majority shareholder during mediation in matter alleging breaches of fiduciary duty against both the majority and minority shareholders.
- Obtained savings of approximately $4 million on behalf of property management company in dispute with state housing authority.
- Recovered significant unpaid sales commissions on behalf of sales representative on the eve of trial.

Senior Associate, Reed Smith, LLP, Washington, D.C. **September 2006 to September 2012**

Litigation associate with significant expertise in insurance coverage matters and experience with the retention and management of expert witnesses, the taking and defending of fact and expert depositions, arguing motions and jury instructions, drafting of pre- and post-trial motions, managing all aspects of discovery and client management.

- Represented lenders in coverage disputes with mortgage insurers, arising out of the lenders' alleged fraud, misrepresentation and negligence.

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ELIZABETH A. REIDY
[redacted]

- Lead associate during eight-week jury trial in Florida representing hotel owner against primary insurer arising out of hurricane damage resulting in a $28 million verdict.
- Part of a trial team in six-week bench trial in Louisiana and obtained award supporting a claim adjustment of over $60 million against multiple first-party property insurers.
- Pro Bono Matters
    - Successfully represented individual in a family law matter, from initial case investigation through trial.
    - Successfully represented inmate against prison facility and other defendants.

AWARDS

- Named a "Rising Star" by Massachusetts Super Lawyers in 2015 and 2016.
- Received Wiley E. Branton award from the Washington Lawyers' Committee for Civil Rights and Urban Affairs for pro bono matter.

EDUCATION

American University, Washington College of Law, Washington, D.C., Juris Doctor, May 2006

- *Magna cum laude*, Order of the Coif, Cumulative GPA: 3.72
- *Journal of Gender, Social Policy & the Law*, Publications Editor, 2005-2006
    - *Gonzalez v. United States Air Force: Should Courts Consider Rape to be Incident to Military Service?*, 13 Am. U.J. Gender Soc. Pol'y & L. 635 (2005)

Wake Forest University, Winston-Salem, N.C., Bachelor of Arts in English, Minor in Political Science, May 2003

- Dean's List, Spring 2000-Spring 2003
- Member of *Sigma Tau Delta* (English Honor Society)

BAR ADMISSIONS

- Massachusetts, District of Columbia and Maryland (inactive)
- Federal District Courts for the Districts of Massachusetts, Maryland and District of Columbia

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Application Form

Profile

Elizabeth — First Name
A — Middle Initial
Reidy — Last Name

[redacted] — Email Address

[redacted] — Home Address
[redacted] — Suite or Apt
[redacted] — City
[redacted] — State
[redacted] — Postal Code

What district do you live in?

☑ District 3

[redacted] — Primary Phone
[redacted] — Alternate Phone

Robins Kaplan LLP — Employer
Counsel — Job Title

Which Boards would you like to apply for?

Commission on Women: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I am very interested in joining the Melrose Commission on Women because I believe in: - The importance of advocating for and on behalf of women and girls in the community to obtain equality in all matters, including pay, health care, and education; - The need to ensure women are given the support they need at work and home, after giving birth or adopting (i.e., parental leave, child sick leave, breastfeeding policies); - The mental health crises facing working mothers who are overburdened at work and with primary caregiving responsibilities at home; - The mental health crises facing women postpartum due to the lack of medical care and support from the community; - Teaching young members of the community the importance of the role of women in society and demonstrating that we are equal members who deserve and equal voice; - Educating the community on the difficulties surrounding childcare for working parents and working mothers in particular, particular as we emerge from the Covid 19 pandemic where there are still significant childcare gaps. As an attorney in Boston (and previously Washington DC), in an industry and at companies that are male dominated, I've seen the importance of advocacy and having a voice. I believe that the status quo will not change unless women step up to advocate for themselves. I would love the opportunity to use my training and experience as an attorney to advocate for younger generations in Melrose to help younger women get one step closer to equality in all facets of life.

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Commission on Women
Date: February 14, 2023

I respectfully request the Honorable City Council confirm the appointment of Elizabeth Reidy, 346 West Emerson Street, to the Commission on Women for a three-year term set to expire on the last day of February 2026. Ms. Reidy's appointment replaces that of Emily Minton, whose term will expire on the last day of February 2023, and who is not seeking reappointment.

Ms. Reidy has expressed deep concern and interest in the welfare of women and girls in Melrose. As an attorney with practice advocating for others, she is eager to translate her experience, skills, and passion for equality into tangible efforts to improve the quality of life for women and girls here in Melrose. I believe Ms. Reidy will be an adamant supporter of the Commission on Women's mission to represent the interests of women and girls in the community and promote and facilitate equality in all areas of life and more.

Thank you for your consideration and support for Ms. Reidy's appointment to the Melrose Commission on Women.

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Conservation Commission
Date: February 14, 2023

I respectfully request the Honorable City Council confirm the appointment of Sydney Hy, 118 Waverly Avenue, to the Conservation Commission as an associate member for a one-year term set to expire on the last day of February 2024.

Ms. Hy's education and research in public health and environmental justice have provided her with a special interest in conservation, both generally and within our community. I am eager for Ms. Hy, who has been awarded an EPA Watershed Academy Training Certificate, to join the Conservation Commission in support of the City's efforts to protect, promote and enhance the quality of the natural resources within the City, especially wetlands and water resources and more.

Thank you for your consideration and support for Ms. Hy's appointment to the Conservation Commission as an associate member.

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Sydney Hy

118 Waverly Avenue, Melrose, MA • [redacted] • [redacted]

January 20, 2023

Dear Melrose Conservation Commission,

I am writing to express my interest in joining as a member of the commission. I was born and raised in Melrose, and it is with great pride that I seek the opportunity to serve the community through efforts to conserve and protect the local environment.

I recently earned my master's in biology at Umass Lowell, where I spent the last year working on a research project in Kwapich Lab. Throughout my academic career, public health has been a major focus for me in my coursework and experience working in hospitals and ambulances. I have found environmental justice to be an extension of health systems through my combined experience in field work and healthcare. My research focused a rare urban ant species that I found here in Melrose, which highlighted the significance of conservation as I explored the impacts of human activity on biodiversity. This work emphasized the inherent value of nature outside of a human-centered lens and motivated me to become active in environmental justice. I have also had additional volunteer experience with the Melrose Youth Orchestra, Melrose Symphony Orchestra, and other organizations throughout the years, which has instilled community values in me. It would be an honor for me to join the Melrose Conservation Commission to protect natural resources in Melrose.

I have attached along with this letter of interest my resume and EPA Watershed Academy Training Certificate. I can be contacted by the email or phone number listed above to further discuss the position or my qualifications for the role. Thank you for taking the time to review my statement and resume, and I look forward to hearing back.

Sincerely,
Sydney Hy

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Sydney Hy, MSc

[redacted] Melrose, MA

EDUCATION

University of Massachusetts Lowell — **December 2022**
Master of Science, Biology — *Lowell, MA*
- GPA 3.75

University of Massachusetts Lowell — **May 2021**
Bachelor of Science, Biology — *Lowell, MA*
- *Cum Laude*, Dean's List

PROFESSIONAL EXPERIENCE

Master's Project, Kwapich Lab — **May – December 2022**
Research Student — *Lowell, MA*
- Discovered the rare non-native ant parasite *Tetramorium atratulum* in Melrose, MA

University of Massachusetts Lowell — **November 2022**
Senior Seminar Guest speaker — *Lowell, MA*

Animal Behavior Live Annual Online Conference — **November 2022**
Speaker — *Remote*
- Presented a 15-minute scientific talk; *Workerless queens and queenless workers: The behavior of the social parasite Tetramorium atratulum with Tetramorium immigrans in its introduced range*

VOLUNTEER EXPERIENCE

Project Citizenship — **May 2022**
Application Assistance

Red Cross — **2018-2019**
Blood Drive Ambassador

Melrose Symphony Orchestra — **September 2016 – May 2017**
Volunteer Second Violinist, Volunteer Greeter — **2013-2015**

Melrose Youth Orchestra — **2012 - 2017**
Volunteer Mentor

WORK EXPERIENCE

PDF Inc. — **August 2021 – June 2022**
Machine Operator — *Haverhill, MA*
- Operated lathe machines in a CNC machine shop
- Navigated CNC programming and troubleshoot technical issues
- Inspected final products and utilized equipment for quality assurance

Newton Wellesley Hospital — **October 2020 – April 2021**
Nursing Support Associate — *Newton, MA*
- Provided patient care and 1:1 patient safety observation on med-surg, pediatric, orthopedic, and ICU floors
- Monitored up to 10 patients through continuous virtual observation for patient safety
- Aided patients with daily tasks and maintained a clean environment

Cataldo Ambulance Service Inc. — **July – October 2019**
Emergency Medical Technician Basic — *Malden, MA*
- Responded to, assessed, stabilized, and documented medical emergencies
- Maintained basic life support of pediatric, adult, and geriatric patients
- Delivered quality patient care in medical emergencies and interfacility transfers

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The Watershed Academy
Web-Based Training Program

www.epa.gov/watershedacademy

Watershed Academy Training Certificate

is awarded to

Sydney Hy

for successful completion of fifteen Web-based training modules on the fundamentals of watershed management.

Tom Wall

Tom Wall, Director
Watershed Restoration, Assessment & Protection Division

CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Historical Commission
Date: February 7, 2023

I respectfully request the Honorable City Council confirm the reappointment of Joseph Hunt, 132 Mount Vernon Avenue, to the Melrose Historical Commission for a three-year term set to expire on the last day of February 2026.

Thank you for your consideration and support for Mr. Hunt's reappointment to the Historical Commission.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

23 January 2023

Hon. Paul Brodeur
Mayor Melrose
City Hall
562 Main Street Melrose,
MA 02176

Mayor Brodeur:

My name is Joseph Hunt and I have been a member of the Melrose Historical Commission for 10 years. As my present commission is about to expire (February this year), I request that you consider a renewal of my commission for another three years.

As a longtime resident of Melrose (since 1947) I've provided the Commission with a lived and mature perspective of an historic period of Melrose development. I have observed both beneficial historical preservation efforts (e.g., the current Library expansion project) as well as some regrettable ones (e.g., the destruction of the Ensign Thomas Lynde house once at Pine Banks Park). However, these lived experiences coupled with my practical engineering background makes me envision a bright Melrose future. A future enhanced by inclusionary and balanced historical preservation efforts that safeguard what is historically valuable without turning our city into a sterile time capsule.

With my Commission renewed, I'm excited and looking forward to continuing my contributions to this Commission's important work as a valuable advisory resource.

Sincerely,

C. Joseph Hunt

C. Joseph Hunt
132 Mount Vernon Avenue
Melrose, Massachusetts
781 665 6458

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Historical Commission
Date: February 7, 2023

I respectfully request the Honorable City Council confirm the reappointment of George Bibilos, 264 Grove Street, to the Melrose Historical Commission for a three-year term set to expire on the last day of February 2026.

Thank you for your consideration and support for Mr. Bibilos' reappointment to the Historical Commission.

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George J. Bibilos

Experienced and Innovative Human Resources and Government Leader
264 Grove Street, Melrose, MA 02176
Email: [redacted]

Summary:

Over 30 years of government and human resources experience, with the Commonwealth of Massachusetts currently serving as the Human Resources Director for the Division of Capital Asset Management & Maintenance.

A leader in the Grand Lodge of Masons in Massachusetts (est. 30,000 members), having served as Deputy Grand Master in 2011 and served on the Grand Lodge Board of Directors from 2010 to the 2016. Also have chaired and served on numerous Grand Lodge Committees including Membership Development, Education, and Budget.

In addition, a leader in the Greek Orthodox Community at Annunciation in Woburn serving on the Board of Directors (BOD) most recently since 2013. Served as President 2017-18 & 2020-21. Served as Chairperson for the church's 100th Anniversary in 2017.

Experience:

Human Resources Director, Division of Capital Asset Management & Maintenance at Comm. of Massachusetts October 2017-present
Manage a team of seven that handles all human resources matters including, $40 million dollar payroll, labor relations for a workforce that is 95% unionized with multiple unions, recruitment, talent management, leave and benefits and learning and development (including implementing a new LMS system) functions for DCAMM.

Director of Classification & Compensation and Civil Service at Comm. of Massachusetts, Human Resources Division 2010-2017
Manage the Executive Branch of the Commonwealth of Massachusetts classification and compensation plans, oversee Executive Branch hiring policies and procedures, develop and administer public safety civil service exams, the performance recognition program for Executive Branch employees, and the performance management program for managers.

Director of Classification & Compensation, Human Resources Division at Comm. of Massachusetts, 2003-10
Manage the Executive Branch of the Commonwealth of Massachusetts classification and compensation plans, oversee Executive Branch hiring policies and procedures and a number of programs including the statewide performance recognition program.

Deputy Director of the Workforce Management Group at Comm. of Massachusetts, Human Resources Division, 1999-2003
Manage the Executive Branch of the Commonwealth of Massachusetts classification and compensation plans, oversee Executive Branch hiring policies and procedures, as well as administer physical abilities exams for entry level police officers and firefighters.

Director of Human Resources at Comm. of Massachusetts, Executive Office of Public Safety, 1998
Managed all the human resources and payroll transactions for the Executive Office of Public Safety working closely with the Undersecretaries, Chief of Staff and Chief Financial Officer. Additionally, provided oversight for all human resources activities in the public safety agencies.

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Senior Classification & Compensation Analyst, Human Resources Division, 1996-1998

Human Resources Generalist/Recruiter, **Massachusetts Department of Public Works** 1991-1996
(now the Massachusetts Department of Transportation – MassDOT)

Education:

Northeastern University, Bachelor's degree, *cum laude*, Political Science, 1985–1990
Tufts University, Fletcher School of Diplomacy, Strategic Leadership and Transformative Action Program, 2021
Franklin Covey, Leadership for the Public Sector, 2006
Bentley University, Human Resources Certificate Program, 1997
Melrose High School, Diploma, 1982–1985

Honors and Awards:

Comm. of Massachusetts Citation for Outstanding Performance, (multiple years)
Comm. of Massachusetts Manual Carballo Governor's Award for Excellence in Public Service Awarded to the Civil Service Unit Police Exam Rescheduling Team, for rescheduling the police exam for 12,000+ police applicants in two months (and all of the logistics to pull it off) after the Boston Marathon Attacks of April 2013.
Grand Lodge of Masons in Massachusetts, Henry Price Medal for Distinguished Service 2011
Greek Orthodox Metropolis of Boston Ministry Award Recipient, for dedicated service to one's parish, 2021

Volunteering:

Member, Board of Directors, Congregational Retirement Homes
General Secretary (Past President) Annunciation Woburn Greek Orthodox Church Parish Council
Secretary, Golden Rule Lodge of Masons
Member, Friends of the Public Garden
Member, Northeastern University Loyalty Society
Sponsor, Hellenic College
Member, Melrose Historical Commission
Member, Friends of the Melrose Public Library
Member, Massachusetts Facilities Management Association (MAFMA)

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264 GROVE STREET
MELROSE, MA

January 23, 2023

The Honorable Paul Brodeur
Mayor of Melrose
Melrose City Hall – 2nd Floor
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur,

I am writing to you to let you know that I have enjoyed my brief time on the Melrose Historical Commission. It is a wonderful group of people that I serve with. Preliminary plans are underway to commemorate the 50th anniversary of the Commission later this year.

My term is coming to a close (it was a 1-year remainder to a term) and I would like to be considered for re-appointed for a full term to the Melrose Historical Commission. Having lived in the city over 50 years I find the work we do very interesting.

I hope you look positively upon this request and will forward my name to the City Council for their approval. Thank you for your consideration.

Very truly yours,

George J. Bibilos

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Zoning Board of Appeals
Date: February 7, 2023

I respectfully request the Honorable City Council confirm the reappointment of Benjamin Rosenberg, 76 Ardsmoor Road, as a Full Member of the Zoning Board of Appeals (ZBA) for a five-year term set to expire on the last day of February 2028. Mr. Rosenberg's appointment satisfies the Engineering role on the board.

With nearly 20 years of structural engineering experience, Rosenberg has shown a commitment to being a sensible leader in his field. He has a proven track record of managing teams on large-scale projects for esteemed universities, museums, and other notable structures, all the while cultivating positive relations with both employees and the public — often serving as a mediator during difficult conversations. Since his initial appointment, Mr. Rosenberg's practical leadership and strong qualifications have added immense value to the Melrose ZBA.

Thank you for your consideration and support for Mr. Rosenberg's reappointment to the ZBA.

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Benjamin Rosenberg, PE, LEED AP
76 Ardsmoor Road
Melrose, MA 02176
[redacted]

6/27/2022

To Whom It May Concern:

I write to express my interest in serving as a Full Member on the City of Melrose Zoning Board of Appeals. As a licensed and practicing structural engineer, a teacher, and a Melrose resident, I look forward to bringing my professional experience to bear in support of the ZBA's mission. I would also consider the position of Associate Member should the Full Member position be otherwise filled.

During my seventeen years at Silman, I have worked as both the lead technical designer and the project manager on a wide variety of project types and sizes, ranging from single- and multi-family residential to commercial to institutional work. Leading teams of up to six people internally and being the primary coordinator with the architect and broader project teams, I enjoy the creativity and communication necessary throughout the design and construction process. On projects ranging from the ongoing repairs at Harvard Stadium to the MIT Met Warehouse development for the School of Architecture + Planning to commercial fit-outs in Cambridge and Malden, I have supported each stage of the project's structural, architectural, and owner-driven requirements. As a Principal and Sector Manager, I am engaged on aspects of firm-wide management that require the ability to ask critical questions in our initiatives and decision-making process and then to message to a broad swath of employees. This sometimes involves difficult conversations and I have worked hard to cultivate the ability to bridge disparate views in search of resolution. Our firm's founder, Bob Silman, imbued our firm with a deep sense of the importance of serving society through our contributions to the built environment. Serving on the ZBA will allow me to engage with the City of Melrose in support of this mission.

As a lecturer in the Architecture Department at the Rhode Island School of Design (RISD) for the past five semesters, I have been able to engage architecture students in the field of structures by building on my own experience, including through the use of numerous case studies. Developing the curriculum allows me to present structural material as integral to the broader design industry, as indeed structures must be considered with architecture, zoning, code, and other disciplines in order to properly support a project.

My family and I have developed a wonderful sense of belonging since moving to Melrose last July, and I look forward to engaging with the City to deepen our community roots. I am happy to provide additional information as needed.

Sincerely,



Benjamin Rosenberg, PE, LEED AP

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Benjamin Rosenberg, PE, LEED AP

76 Ardsmoor Road, Melrose, MA 02176
[redacted]

Structural engineer with 17 years of experience designing and leading projects of various types and sizes. Experienced in managing staff and clients, business development and marketing, and representing the firm in the industry. Leader in office- and firm-wide staffing, financial, and technical processes. Seeking a position as a Full Member of the Melrose ZBA.

PROFESSIONAL EXPERIENCE

SILMAN **Boston, MA**
Principal and Sector Manager *June 2006–Present*

- Design and manage new construction and renovation projects, including single- and multi-family residential, higher education, historic preservation, commercial, and government work.
- Coordinate with clients throughout the design and construction process.
- Oversee technical and financial performance of Buildings staff in the Northeast.
- Support Boston office and firm-wide staffing, recruiting, mentoring, and technical development.
- Lead liaison between finance/accounting department and technical engineering staff, responsible for development and implementation of firm-wide financial project management processes.
- **Selected projects: The Restoration of the Robert Gould Shaw and 54th Regiment Memorial, Boston, MA:** Comprehensive restoration and seismic retrofit of existing Memorial. **King Boston Memorial, Boston, MA:** Foundation and landscape structural design. **Granoff Center, Brown University, Providence, RI:** Four-story performing and creative arts building. **National Museum of African American History and Culture, Washington DC:** 665,000 square foot Smithsonian Museum, including structural design and exhibit support. **200 Exchange Street, Malden, MA:** Renovation and tenant fit out of existing four-story office building converting to life science use. **2Life Communities PACE Center, Lynn, MA:** New 150-unit residence and living community for adults 62+. **Various Private Residences, Northeast:** Single-family residences including standalone structures and townhouses, including homes in Boston, Cambridge, Barnstable, Milton, Kennebunk (ME), Amagansett (NY), Water Mill (NY), etc.

RHODE ISLAND SCHOOL OF DESIGN (RISD) **Providence, RI**
Lecturer *February 2020–Present*

- Teach one Structures course per semester in the Architecture Department, including curriculum development: Steel Structures in the fall and Concrete Structures in the spring.
- Work closely with 90-100 students to provide academic support and ensure comprehension of structural material in support of students' pursuit of degrees in architecture.
- Co-lead structural workshops throughout the semester to practice and demonstrate class material in hands-on experiments, including a concrete casting project each spring.

EDUCATION

PRINCETON UNIVERSITY **Princeton, NJ**
Bachelor of Science in Engineering, Civil and Environmental Engineering, Structures Focus *May 2005*

PROFESSIONAL REGISTRATION

- Professional Engineer: MA, RI, NY, RI, WA, NE
- LEED Accredited Professional

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From: Martin, Lily
To: Benjamin Rosenberg
Subject: RE: Reappointment to Zoning Board of Appeals
Date: Monday, February 6, 2023 10:22:00 AM

Good morning, Ben,

Thank you so much for confirming.

Best regards,
Lily

Lily Martin
she/her/hers
Communications & Community Outreach Coordinator
Office of Mayor Brodeur
Melrose City Hall
562 Main Street
Melrose, MA, 02176
781-979-4148

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From: Benjamin Rosenberg <benjaminrosenberg@gmail.com>
Sent: Friday, February 3, 2023 8:56 AM
To: Martin, Lily <lmartin@cityofmelrose.org>
Subject: Re: Reappointment to Zoning Board of Appeals

Hi Lily,

Yes, I would like to be reappointed. Thanks.

--Ben

On Thu, Feb 2, 2023 at 11:15 AM Martin, Lily <lmartin@cityofmelrose.org> wrote:

> Good morning, Ben,
>
> I hope you are doing well! I am reaching out to confirm that you'd like to be reappointed to the Melrose Zoning Board of Appeals, as your term is expiring on

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the last day of February. If so, can you send me a reply stating that you would like to be reappointed, so I can share that with the City Council?

Thank you,
Lily

Lily Martin
she/her/hers
Communications & Community Outreach Coordinator
Office of Mayor Brodeur
Melrose City Hall
562 Main Street
Melrose, MA, 02176
781-979-4148

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Beebe Estate Board of Trustees
Date: February 28, 2023

I respectfully request the Honorable City Council confirm the reappointment of William Butler, 102 Crescent Road, to the Beebe Estate Board of Trustees for a three-year term set to expire on the last day of February 2026.

Mr. Butler is dedicated to working collaboratively with his fellow trustees to maintain and preserve a beloved community landmark—the Beebee Estate. I am proud to request his reappointment.

Thank you for your consideration and support.

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BILL BUTLER GROUP

February 16, 2023

To Whom It May Concern:

Please let this letter serve as notice of my interest in continuing my duties on the Beebe Estate Board of Trustees.

It's been a pleasure these past years and I look forward to serving the city in the future.

Best,

Bill

Bill Butler

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Commission on Women
Date: March 1, 2023

I respectfully request the Honorable City Council confirm the appointment of Allison Goldberg, 24 Cottage Street, to the Commission on Women (MCW) for a two-year term set to expire on the last day of February 2025. Ms. Goldberg's appointment replaces the membership of Kristyn Bunce DeFilipp, whose term is expired and who is not seeking reappointment.

In Ms. Goldberg's professional capacity as a Program Director for the Barbara Lee Political Office/Barbara Lee Family Foundation, and previously at the State House, she has been an unwavering advocate for women. Currently, she serves as a coach for women who want to run for office, guaranteeing women have a seat at the table and ensuring their voices are heard, and previously she promoted public policies that bolster women and their communities.

For these reasons and more, I am confident that Ms. Goldberg will be an excellent addition to the MCW and support the Commission's mission to represent the interests of women and girls in the community.

Thank you for considering Ms. Goldberg's appointment to the Melrose Commission on Women.

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Application Form

Profile

Allison
First Name

Middle Initial

Goldberg
Last Name

[redacted]
Email Address

24 Cottage Street
Home Address

Suite or Apt

Melrose
City

MA
State

02176
Postal Code

What district do you live in?

☑ District 3

Mobile: [redacted]
Primary Phone

Alternate Phone

Barbara Lee Political Office/Barbara Lee Family Foundation
Employer

Program Director
Job Title

Which Boards would you like to apply for?

Commission on Women: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I recently heard about the openings on the Melrose Commission on Women and am very interested in serving in this capacity. I've been devoted to women's empowerment throughout much of my life, and am a fierce advocate in promoting policies that bolster not just women but their communities as well. I have been active in government and public policy for over a decade, and for the past several years, I have brought together my two passions of politics and feminism by working for the Barbara Lee Political Office/Barbara Lee Family Foundation. There, I work daily to help position women to run for and win elected office, in order to "have a seat at the table" and ensure that women's voices are heard where we need them most. I would very much value the opportunity to serve on the Melrose Commission on Women and help advance the interests of women and girls here in Melrose. I feel that now is a great time for me to get more involved with the City - I have lived in Melrose for almost 6 years, and have 3-year-old and 1-year-old sons. I want to be able to show them what it means to stand up for women and how they can grow up to be allies, even from a young age. I appreciate the consideration of my application and look forward to further discussions about this opportunity!

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Allison O'Leary Goldberg

Melrose, MA 02176 | [redacted]

SKILLS

Experienced public policy professional, possessing excellent organizational, research, and writing skills. Proven leader with a passion for mission-driven work. Success in driving legislative, policy, and campaign efforts. Skilled in team and project management. Discretion in maintaining confidential information on behalf of principals and stakeholders. Expert in government and nonprofit budget planning. Familiarity with nuances of c4 and c3 organizations. Excellent inter-personal and communication skills. Skilled user of Microsoft Office applications, Customer Relations Management software (Salesforce), SPSS, and QuickBooks.

PROFESSIONAL EXPERIENCE

Barbara Lee Political Office/Barbara Lee Family Foundation,
Program Director, Cambridge, MA and Remote 2018 – Present

- Direct political and foundation grant making process for an organization supporting over one hundred contributions with outgoing funds totaling up to $1,600,000 annually
- Develop and maintain annual organizational budget of $2,500,000 and coordinate with external financial advisors
- Advise principal on personal support of candidates, c3 and c4 organizations, and PACs
- Coordinate external messaging to encourage financial contributions for endorsed political candidates
- Identify, track, research, and interview incumbents and candidates running for state and federal office throughout the country
- Drive program-related event planning for fundraisers, conferences, and other events
- Create and present programming update reports to the principal and the Board of Directors
- Manage a remote team of up to 3 direct reports and assisted with organization's transition from operating with a fully in-person team to a fully remote team

MA State House, State Representative Alice H. Peisch, House Chair,
Joint Committee on Education, Boston, MA
Staff Director 2011 – 2018

- Led and supervised an office staff of 7 plus student interns, including the onboarding, offboarding, and performance review of employees
- Oversaw work of team members to ensure district and committee priorities were attended to in a timely manner and that projects moved forward
- Developed and advanced the Representative's personal, district, and committee legislative priorities, helping manage over 300 bills per session and contributing to the passage of major pieces of legislation
- Drafted, filed, and tracked legislation, budget items, and legislative amendments
- Managed external relationships with elected officials, staff, constituents, and advocates
- Served as lead analyst and expert on a portfolio of education committee policy topics

Legislative Aide 2009 – 2011

- Work directly with the Representative to coordinate legislative priorities and connect district residents to state government services
- Planned, organized, and executed district events
- Participated in meetings, briefings, and committee hearings on behalf of the Representative
- Addressed and resolved all incoming concerns from the Representative's 40,000+ constituents

Boston Career Connections, Inc., *Freelance Associate*, Remote 2009 – 2015

- Collaborated on research for philanthropic proposals and initiatives, focusing on college and career readiness and workforce development
- Created, edited, and assembled documents and presentation materials for principal

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Allison O'Leary Goldberg
Melrose, MA 02176 | [redacted]

EDUCATION

Northeastern University, Boston, MA 2014
Master of Science Degree, Law and Public Policy

Colgate University, Hamilton, NY 2008
Bachelor of Arts Degree, double major in Political Science and History, *cum laude*

HONORS

Pi Sigma Alpha National Political Science Honor Society | Phi Alpha Theta National History Honor Society
Gamma Sigma Alpha National Greek Academic Honor Society | Colgate University Political Science Honors Society
Colgate University History Honors Society | Colgate University Dean's Award for Academic Excellence

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Board of Health
Date: February 28, 2023

I respectfully request the Honorable City Council confirm the reappointment of Carol Ann Licitra, 308 E Foster St, to the Melrose Board of Health for a three-year term set to expire on the last day of February 2026.

Ms. Licitra, whose initial term on the BOH began during the peak of COVID-19, has proven herself a sensible decision-maker who is equipped to handle the challenges presented to a community during a public health crisis, as well as during the recovery phase of such a crisis. As the Health & Human Service Department and BOH continue to partner in 2023 to improve our community's health and well-being, Ms. Licitra's experience is an asset to the BOH.

Thank you for your consideration and support for Ms. Licitra's reappointment to the Melrose Board of Health.

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Carol Ann Licitra, LMHC
308 E Foster Street
Melrose, MA 02176
617-922-3940
Licitra.ca@gmail.com

February 15, 2023

Dear Mayor Brodeur,

As my term on the Melrose Board of Health nears its end, I respectfully request that you consider renewing my term. I am proud to have served on the Board through the Pandemic and excited to be part of the various new initiatives that provide resources for the citizens of Melrose.

Thank you for your consideration,

Respectfully,

Carol Ann Licitra, LMHC

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Commission on Women
Date: February 28, 2023

I respectfully request the Honorable City Council confirm the appointment of Emily Paisner, 71 E Emerson St, to the Melrose Commission on Women (MCW), for a one-year term set to expire on the last day of February 2024. Ms. Paisner's appointment replaces the term of Rilda Kissel, who has resigned from the Commission.

Ms. Paisner's genuine interest in serving on the MCW stems from her passion for advocating for equality for women and girls, which she has previously expressed through her podcast *Equal Parts*, which brought to the forefront the challenges around women, work, and motherhood. She also serves in a girls' leadership role in our community as a girls' lacrosse coach.

I believe the MCW would be an excellent outlet for Ms. Paisner's dedication to advocating for equality for women and girls and I look forward to her partnership to help the City promote constructive action in areas of interest and concern to women and girls in the community.

Thank you for your consideration and support for Ms. Paisner's appointment to the Melrose Commission on Women.

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Contact

emilypaisner@gmail.com

www.linkedin.com/in/emilypaisner (LinkedIn)
www.rebrand.com/2009-winners-brands (Portfolio)
www.cspace.com (Company)
www.care.com/careatwork/insights/equal-parts-podcast (Other)

Top Skills

Brand Architecture
Email Marketing
Social Media Marketing

Emily Paisner

Marketing Leader | Brand Evangelist | Content & Campaign Strategist | B2B and B2B2C Experience | Podcast Host | Storyteller Mom

Greater Boston

Summary

An experienced B2B and B2B2C marketer leading the GTM strategy and execution of enterprise businesses with proven results. Demonstrated success in building brands, creating lead ger campaigns resulting in growth, and driving thought leadership and content strategies.

Experience

Daybreak Health
Head Of Marketing
February 2022 - Present (1 year)

Mother Honestly
Advisory Board Member
January 2022 - Present (1 year 1 month)

Level
Marketing Lead
August 2021 - January 2022 (6 months)

Care.com
Director of Enterprise Marketing
July 2018 - August 2021 (3 years 2 months)
Greater Boston Area

Led the B2B and B2B2C marketing strategy for Care.com's enterprise solution, raising overall brand awareness, driving new business, retaining and expanding client accounts, and developing marcoms for end users. I brought mix of right brained & left brained thinking to build the brand narrative, create a content and campaign strategy for targeted audiences, and delivered on KPIs that contributed significant growth to the business. Launched and hoste Care.com's first-ever podcast, Equal Parts, interviewing experts, change

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makers, and authors. Led and hosted a webinar series, spoke at industry events, and was featured and quoted in the press.

C Space
5 years 3 months

Director, Marketing
December 2014 - July 2018 (3 years 8 months)
Boston, MA

I lead the development and execution of strategic marketing and branding initiatives including developing key messaging and value propositions, perso creation, digital experiences, lead gen programs, content and communicatio plans, strategic partnerships, in-person events, and internal communications. In support of the content strategy, I produced a customer-centricity podcast, Outside In, and created thought leadership that resulted in featured articles in well-respected publications like Harvard Business Review, Ad Age, Fast Company.

Senior Global Marketing Manager
May 2013 - December 2014 (1 year 8 months)

Continuum
Marketing Manager
July 2009 - May 2013 (3 years 11 months)

Developed thought leadership and amplified the content across key marketin channels including byline articles, blog, PR, speaking opportunities, and ema marketing campaigns. Led the creation and launch of global corporate websi social media strategy, and strategic partnerships.

Minelli, Inc.
Strategy & Account Management
November 2006 - July 2009 (2 years 9 months)

Served as the lead account manager cultivating and managing client relationships, creating brand strategies, persona development, and messagir while collaborating with the creative team on design and brand standards. Worked primarily with mission-driven organizations to create both internal alignment as well as public expression.

Jones Lang LaSalle
Marketing Manager
January 2005 - November 2006 (1 year 11 months)

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Developed award-winning marketing campaigns for one of the world's leading commercial real estate firms. Played a lead role in aligning the marketing team, internal clients, external clients, and vendors. Led the implementation of integrated marketing campaigns that included: website development, direc mail, email marketing, trade shows, events, and collateral. Ensured all projec were completed on-time and within budget. Responsible for managing the internal marketing team budget.

Spaulding & Slye Colliers

2 years

Senior Marketing Associate

January 2004 - December 2004 (1 year)

Served as project manager for strategic planning of marketing campaigns an corporate events. Prepare marketing budgets and plans. Oversaw activities c staff in marketing department. Serve as main contact for internal and externa clients.

Marketing Coordinator

January 2003 - December 2003 (1 year)

Produced marketing brochures and quarterly research reports. Provided design and project management for marketing collateral while coordinating with internal teams and external vendors.

Education

DGMG University

An accelerator for B2B Marketers · (January 2021 - March 2021)

University of Vermont

Bachelor of Arts, Economics and Marketing

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Application Form

Profile

Emily
First Name

Middle Initial

Paisner
Last Name

[redacted]
Email Address

71 E Emerson St
Home Address

Suite or Apt

Melrose
City

MA
State

02176
Postal Code

What district do you live in?

None Selected

Mobile:[redacted]
Primary Phone

Alternate Phone

Daybreak Health
Employer

Head of Marketing
Job Title

Which Boards would you like to apply for?

Commission on Women: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I have lived in Melrose for ~4 years and am looking for additional ways to get involved in the community. Advocating for women's issues is extremely important to me. I previously hosted a podcast called Equal Parts, bringing issues and challenges around women, work, and motherhood to the forefront. I coach girls lacrosse in Melrose and am raising both a son and daughter in our community.

Profile.pdf
Upload a Resume

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

[redacted]

☑ [redacted]

[redacted]

☑ [redacted]

[redacted]

☑ [redacted]

[redacted]

☑ [redacted]

[redacted]

Date of Birth

Minutes Acceptance: Minutes of Mar 20, 2023 7:45 PM (Reading of the Minutes)

Emily Paisner

CITY OF MELROSE

CITY COUNCIL

MINUTES● APRIL 18, 2023

Council Chamber, First Floor, Melrose City Hall Regular Meeting **7:45 PM**
562 Main Street, Melrose, MA 02176

I. CALL TO ORDER

Pledge of Allegiance

Attendee Name	Title	Status	Arrived
Christopher Cinella	At-Large	Present	
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Maya Jamaleddine	At-Large	Remote	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Absent	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Jen Grigoraitis	Ward 6	Present	

President Grigoraitis reads a remote participation updated statement.

II. READING OF THE MINUTES

City Council - Joint Meeting with the School Committee - Mar 30, 2023 7:00 PM

President Grigoraitis moves by unanimous consent to accept the minutes without reading. No objection, motion passes

RESULT:	**ACCEPTED [10 TO 0]**
MOVER:	Jen Grigoraitis, Ward 6
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

City Council - Regular Meeting - Apr 3, 2023 7:45 PM

President Grigoraitis moves by unanimous consent to accept the minutes without reading. No objection, motion passes

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**ACCEPTED [10 TO 0]**
MOVER:	Jen Grigoraitis, Ward 6
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

III. PUBLIC COMMENT

Motion: Public Comment

Motion: Open Public Comment by unanimous consent
By: President Grigoraitis, No objection - motion carried.

No one comes forward. W. Hamilton resident letter read into the record by Clerk of Committees

Motion: Close Public Comment by unanimous consent
By: President Grigoraitis, No objection - motion carried.

RESULT:	**PASSED [10 TO 0]**
MOVER:	Jen Grigoraitis, Ward 6
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

IV. COMMUNICATIONS FROM HIS HONOR, THE MAYOR AND OTHER CITY OFFICIALS

V. NEW BUSINESS

A. Filings by the Honorable Mayor

1. **APPRO-2023-23:** An Appropriation from Free Cash in the amount of $300,000 (Three Hundred Thousand Dollars) to Public Works Accounts as set forth herein and for Phase II of the Franklin School Window Replacement Project

RESULT:	**ASSIGNED TO COMMITTEE**
TO:	Appropriations & Oversight Committee

2. **APPRO-2023-24:** An Appropriation from Free Cash in the amount of $12, 310 (Twelve Thousand Three Hundred Ten Dollars) for Memorial Hall Boiler Repair

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**ASSIGNED TO COMMITTEE**
TO:	Appropriations & Oversight Committee

3. **APPRO-2023-25:** An Appropriation in the amount of One Hundred Seventy-Thousand, Seven Hundred Fifty-Three dollars ($170,753) from Contract Stabilization (account number 84042-590000) to Police Salary and Wage (account 012111-511000) and Police OT (account 012111-513000). The appropriation requested is to fund Fiscal 2022 and Fiscal 2023 of the Police Superior Officer Contract.

RESULT:	**ASSIGNED TO COMMITTEE**
TO:	Appropriations & Oversight Committee

4. **APPT-2023-14:** Appointment of Ellen Cobau, 79 Otis Street, to the Melrose Council on Aging for a three-year term set to expire on the last day of February 2026.

Sponsored by: Executive Director Stacey Minchello

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Health, Education & Welfare Committee

5. **APPT-2023-15:** Appointment of Robert Tullis, 8 Thurston Road, to the Historic District Commission (HDC), for a three-year term set to expire on the last day of February 2026.

Sponsored by: City Planner Denise Gaffey

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Health, Education & Welfare Committee

6. **APPT-2023-16:** Reappointment of Cathy Gulino, 25 Apple Hill Road, to the Melrose Board of Assessors for a three-year term set to expire on the last day of February 2026

Sponsored by: Sarah MacLellan

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Finance Committee

7. **GRANT-2023-9 :** Acceptance of two grants from the Massachusetts Cultural Council in the amount of $2,500 each

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Appropriations & Oversight Committee

8. **GRANT-2023-10 :** Acceptance of State Funding for Fire Headquarters Repairs in the Amount of $150,000 (One Hundred Fifty Thousand Dollars)

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Appropriations & Oversight Committee

9. **ORDER-2023-80 :** Acceptance of MGL Chapter 138, section 19C relative to Farmer-Brewery Licenses which will allow the City to amend local regulations to permit the operation of breweries within the City of Melrose.

RESULT:	**ASSIGNED TO COMMITTEE**

10. **LIC-2023-9 :** Gasoline and Storage Licenses Renewals 2023

RESULT:	**ASSIGNED TO COMMITEE**
TO:	Protection and License Committee

11. **LIC-2023-10 :** License: Gasoline and Storage Licenses Not Renewed 2023

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**ASSIGNED TO COMMITEE**
TO:	Protection and License Committee

12. **LIC-2023-11 :** Livery Car Service Renewals commencing May 1, 2023

RESULT:	**ASSIGNED TO COMMITEE**
TO:	Protection and License Committee

13. **LIC-2023-13 :** 2nd Hand Dealer Renewals Commencing May 1, 2023

RESULT:	**ASSIGNED TO COMMITEE**
TO:	Protection and License Committee

14. **LIC-2023-14 :** Hackney Carriage (Taxi) licenses non-renewals

RESULT:	**ASSIGNED TO COMMITEE**
TO:	Protection and License Committee

B. Filings by the Honorable City Council

VI. UNFINISHED BUSINESS

A. Appointments/Reappointments

1. **APPT-2023-5:** Appointment of Daniel Gelormini, 20 Pilgrim Road, to the Melrose Zoning Board of Appeals (ZBA) as an Associate Member for a two year term set to expire on the last day of February 2025.

From: Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

Motion: conjoin reappointment orders: APPT 2023-6, APPT 2023-7, APPT 2023-8, APPT 2023-9 for purposes of passing the reappointments

RESULT:	**PASSED [10 TO 0]**
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Robb Stewart, Ward 3
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

2. **APPT-2023-6:** Reappointment of James Oosterman, 54 Ellis Farm Lane, to the Affordable Housing Trust, for a two-year term, said term to expire on the last day of January 2025.

From: Health, Education & Welfare Committee OUGHT TO PASS

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Robb Stewart, Ward 3
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

3. **APPT-2023-7:** Reappointment of Seamus Kelley, 259 West Emerson Street, to the Melrose Affordable Housing Trust, for a two-year term, said term to expire on the last day of January 2024.

From: Health, Education & Welfare Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Robb Stewart, Ward 3
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

4. **APPT-2023-8:** Reappointment of Michael Barry, 910 Main St., to the Melrose Housing Authority for a five-year term; said term to expire on the first Monday of March 2028.

From: Health, Education & Welfare Committee OUGHT TO PASS

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Robb Stewart, Ward 3
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

5. **APPT-2023-9:** Reappointment of Karen Blackburn, 15 Lodge Avenue, to the Commission on Women (MCW) for a three-year term set to expire on the last day of February 2026.

From: Health, Education & Welfare Committee OUGHT TO PASS

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Robb Stewart, Ward 3
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

6. **APPT-2023-10:** Appointment of Lauren Knott, 16 Mount Vernon Street, to the Commission on Women, for a one-year term set to expire on the last day of February 2024.

From: Health, Education & Welfare Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

7. **APPT-2023-11:** Appointment of Margaret Ivins, 177 Ashland Street, to the Melrose Council on Aging (COA) for a 2-year term set to expire on the last day of February 2025.

From: Health, Education & Welfare Committee OUGHT TO PASS

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

8. **APPT-2023-12:** Reappointment of Jason Jancaitis, 16 Tappan Street, to the Melrose Conservation Commission for a three-year term set to expire on the last day of February 2026.

From: Public Service Committee OUGHT TO PASS

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Robb Stewart, Ward 3
SECONDER:	Ryan Williams, Ward 7
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

9. **APPT-2023-13:** Appointment of Bradley Freeman, 39 Apple Hill Road, to the Melrose Parks Commission, for a five-year term set to expire on the First Monday of May 2028.

From: Public Service Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**ADOPTED [10 TO 0]**
MOVER:	Robb Stewart, Ward 3
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

B. Appropriation

1. **APPRO-2023-21:** An Appropriation to the planning department to fund the School Facilities Master Plan.

From: Appropriations & Oversight Committee OUGHT TO PASS

RESULT:	**PASSED [10 TO 0]**
MOVER:	Manjula Karamcheti, Leila Migliorelli
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

C. Grants

D. Information Items

E. Licenses

F. Order

1. **ORDER-2023-59 :** Per Council vote to divide this order, this original order has been duplicated into ten other orders reflecting each Zoning Amendment: Amending Melrose Revised Zoning Ordinance, Chapter 235, Corner Lot Setbacks

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**PASSED [10 TO 0]**
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Jack Eccles, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

Motion: remand order 2023-81 back to committee: Apporpriations and Oversight

Councilor Karamcheti explains she is not opposed to the change but rather the process. Requesting additional time for ward constituents to understand the process and to be able ask questions of the planning board.

RESULT:	**PASSED [10 TO 0]**
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Robb Stewart, Ward 3
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

2. **ORDER-2023-81 :** Previously under Order 2023-59 until a vote by Council divided order into eleven different orders reflecting each Zoning Amendment: Amending Melrose Revised Zoning Ordinance, Chapter 235, BA-2 Zoning District Line Change at 521-529 Franklin St.

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT NOT TO PASS

RESULT:	**RECOMMITTED TO COMMITTEE [10 TO 0]**
MOVER:	Manjula Karamcheti, Ward 1
SECONDER:	Robb Stewart, Ward 3
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

3. **ORDER-2023-82 :** Previously under Order 2023-59 until a vote by Council divided order into eleven different orders reflecting each Zoning Amendment: Amending Melrose Revised Zoning Ordinance - General Code Amendment, Vegetation Height for Corner Lots & in Yards along Streets

Offered by: Mayor Paul Brodeur

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

From: Appropriations & Oversight Committee TABLED

RESULT:	**HELD IN COMMITTEE**

4. **ORDER-2023-83 :** Previously under Order 2023-59 until a vote by Council divided order into eleven different orders reflecting each Zoning Amendment: Amending Melrose Revised Zoning Ordinance, Chapter 235, Structure Definition

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

RESULT:	**PASSED [10 TO 0]**
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

5. **ORDER-2023-84 :** Previously under Order 2023-59 until a vote by Council divided order into eleven different orders reflecting each Zoning Amendment: Amending Melrose Revised Zoning Ordinance, Chapter 235, Definition of Retail Food Establishment

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

RESULT:	**PASSED [10 TO 0]**
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Ryan Williams, Ward 7
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

6. **ORDER-2023-85 :** Previously under Order 2023-59 until a vote by Council divided order into eleven different orders reflecting each Zoning Amendment: Amending Melrose Revised Zoning Ordinance, Chapter 235, Definition of In-law Apartment

Offered by: Mayor Paul Brodeur

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

From: Appropriations & Oversight Committee OUGHT TO PASS

On discussion Councilor Stewart references the letter read into public comment (attached to the agenda) and the light it sheds. Worries this may propagate additional illegal apartments. Wants to see tighter controls on taxation.

Councilor Garipay encourages the administration to provide policies/precedures for in-law apartments.

Councilor Eccles agrees there needs to be discussion on short term rentals but separate and apart from this (zoning amendment) order.

Councilor Williams supports the amendment; had discussions regarding short term rentals with the building commissioner and there are currently only 50 known throughout the city. Affordable housing is a different conversation.

RESULT:	**PASSED [8 TO 2]**
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Williams, Grigoraitis
NAYS:	Mark Garipay, Robb Stewart
ABSENT:	John Obremski

7. **ORDER-2023-86 :** Previously under Order 2023-59 until a vote by Council divided order into eleven different orders reflecting each Zoning Amendment: Amending Melrose Revised Zoning Ordinance, Chapter 235, Votes for Special Permit Approval & Term

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**PASSED [10 TO 0]**
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

8. **ORDER-2023-87 :** Previously under Order 2023-59 until a vote by Council divided order into eleven different orders reflecting each Zoning Amendment: Amending Melrose Revised Zoning Ordinance, Chapter 235, Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

RESULT:	**PASSED [10 TO 0]**
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Ryan Williams, Ward 7
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

9. **ORDER-2023-88 :** Previously under Order 2023-59 until a vote by Council divided order into eleven different orders reflecting each Zoning Amendment: Amending Melrose Revised Zoning Ordinance, Chapter 235, Site Plan Review Criteria

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

RESULT:	**PASSED [10 TO 0]**
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

10. **ORDER-2023-89 :** Previously under Order 2023-59 until a vote by Council divided order into eleven different orders reflecting each Zoning Amendment: Amending Melrose Revised Zoning Ordinance, Chapter 235, Unit Size

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

RESULT:	**PASSED [10 TO 0]**
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

11. **ORDER-2023-90 :** Previously under Order 2023-59 until a vote by Council divided order into eleven different orders reflecting each Zoning Amendment: Amending Melrose Revised Zoning Ordinance, Chapter 235, Definition of Family & Dwelling Units

Offered by: Mayor Paul Brodeur

From: Appropriations & Oversight Committee OUGHT TO PASS

RESULT:	**PASSED [10 TO 0]**
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

VII. EXPIRIES

VIII. REPORTS FROM COMMITTEES

IX. RULE 53 REPORTS

X. ADJOURNMENT

Motion: Adjourn

Motion: Adjourn
By: Councilor Cinella, Second: Councilor Stewart - motion carried.

Meeting adjourned at 8:20 p.m.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**PASSED [10 TO 0]**
MOVER:	Christopher Cinella, At-Large
SECONDER:	Robb Stewart, Ward 3
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Stewart, Williams, Grigoraitis
ABSENT:	John Obremski

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

MINUTES● MARCH 30, 2023

Council Chamber, First Floor, Melrose City HallJoint Meeting with the School Committee **7:04 PM**
562 Main Street, Melrose, MA 02176

I. CALL TO ORDER

City Council
President Jennifer Grigoraitis
Christopher Cinella
Jack Eccles
Mark Garipay
Maya Jamaleddine
Manjula Karamacheti
Shawn MacMaster
Leila Migliorelli
John Obremski
Robb Stewart
Ryan Williams

School Committee
Chair Margaret Driscoll
Mayor Paul Brodeur
Lizbeth DeSelm
Superintendent Julie Kukenberger
Jennifer McAndrew
Vice Chair Edward O'Connell
Jennifer Razi-Thomas
Dorie Withey

Attendee Name	Title	Status	Arrived
Christopher Cinella	At-Large	Present	
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Maya Jamaleddine	At-Large	Remote	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Absent	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Absent	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Absent	
Jen Grigoraitis	Ward 6	Present	

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

II. PUBLIC COMMENT

Motion: Public Comment

Without objection President Grigoraitis opens public comment.

No one comes forward.

Motion: Close Public Comment
By: Councilor Migliorelli, Second: Mayor Brodeur - motion carried.

RESULT:	**PASSED [8 TO 0]**
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, Migliorelli, Stewart, Grigoraitis
ABSENT:	Shawn M. MacMaster, John Obremski, Ryan Williams

III. NEW BUSINESS

A. Filings by the Honorable City Council

Motion: Suspend the Rules

Motion: Suspend the Rules
By: Councilor Migliorelli, Second: Councilor Cinella - motion carried.

RESULT:	**PASSED [8 TO 0]**
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, Migliorelli, Stewart, Grigoraitis
ABSENT:	Shawn M. MacMaster, John Obremski, Ryan Williams

1. **INFO-2023-14:** FY 24 budget update from State Senator Jason Lewis and State Representative Kate Lipper-Garabedian

Sponsored by: Ward 6 Jen Grigoraitis

Senator Jason Lewis shares a powerpoint on Chapter 70 (School Aid) funding. This can be found in the meeting packet. Second to Mass Health, school aid is the largest budget thereafter. He speaks about the local contribution via property taxes and state aid. Senator Lewis speaks about the Student Opportunity Act and how this act helped enhance the formulas used to determine funding.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

For Melrose there was a 12% increase in Chapter 70 amounting to one million. A 27% increase is expected for Melrose for FY24. This would amount to 12.3 million if approved in the final budget.

Representative Kate Lipper-Garabedian speaks on other funding sources available to Melrose. She speaks on funds for local economic recovery for small business, funding for recreational enhancements, and security cameras at the middle school. Additionally, funds were secured for the Fire Department and Memorial Hall. SNAP and family shelters also received additional funding. She also speaks the hybrid meeting law that has been extended to 2025. Additionally, she speaks about the bill to create a Public Safety Building Committee similar to that of the Massachusetts School Building Authority.

Representative Lipper-Garabedian speaks on the updates to the Lynn Fells Parkway to enhance safety on the corridor. She also speaks about a 25% plan for the intersection of Melrose Street at Lynn Fells Parkway that will be available at months end. A project website will soon launch and meetings held.

School Committee Chair Margaret Driscoll thanks the legislative delegation for their efforts for the school lunch program and mitigation of the 14% tuition increase.

Mayor Paul Brodeur thanks the legislative delegation for their efforts and their work with DCR and speaks about gun violence.

School Committee Member Jennifer Razi-Thomas thanks the delegation for the increases in the student opportunity act funding as it helps Melrose. She ponders how the city can receive assistance for Special Education and transportation costs this upcoming fiscal year. Senator Lewis notes that the circuit breaker should fund most of these expenses.

Councilor Garipay asks if Melrose will see additional funds before the end of the fiscal year. He is very excited at the prospect of a new Public Safety Building Committee and wonders when this will come to fruition. Senator Lewis speaks about the funding source and notes that one needs to be established. Councilor Garipay also asks about host community agreements in the cannabis industry.

Councilor Karamcheti asks if educator diversity efforts will see finding and advocacy.

Councilor Migliorelli asks about the MSBA and how a similar organization for public safety buildings would be created. She speaks to the state surplus and how this can be passed down to municipalities.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Councilor Stewart thanks the legislative delegation for their advocacy for Melrose and asks about future fiscal years and funding.

At 8:13 PM Councilor Jamaleddine lost connectivity and was unable to re-join.

School Committee Member Dorie Withey thanks the delegation for their advocacy and asks about early education and childcare what is in the legislation for programming.

RESULT:	**NO ACTION TAKEN**

Motion: Enter into Executive Session

Motion: Enter into Executive Session
By: Mayor Brodeur, Second: Councilor Stewart - motion carried.

Meeting Adjourned: 8:21 PM

RESULT:	**PASSED [8 TO 0]**
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, Migliorelli, Stewart, Grigoraitis
ABSENT:	Shawn M. MacMaster, John Obremski, Ryan Williams

IV. EXECUTIVE SESSION

Pursuant to G.L. c. 30A section 21, Council will enter into executive session under Executive Session reason number four: “to discuss the deployment of security personnel or devices, or strategies with respect thereto." More specifically, discussion will be had relative to City Council Chamber safety procedures.

Members of the Melrose Police Department appear to provide information and training on safety protocols in the City Hall Chambers.

V. ADJOURNMENT

Motion: Adjourn
Adjourn By: Councilor Stewart, Second: Councilor Williams - motion carried.

Meeting Adjourned: 9:25 PM

1. **Motion:** Adjournment

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**PASSED [8 TO 0]**
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, Migliorelli, Stewart, Grigoraitis
ABSENT:	Shawn M. MacMaster, John Obremski, Ryan Williams

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

State Legislative Delegation Briefing

Presentation to Melrose City Council and School Committee

March 30, 2023

Prepared by the Offices of Senator Jason Lewis and
Representative Kate Lipper-Garabedian

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

How Does The Chapter 70 School Funding Formula Work?

Step 1
Calculate Foundation Budget

An adequate funding level for each school district given the specific enrollment and demographic characteristics of each district

Step 2
Calculate Local Contribution

The share of the foundation budget that must be contributed from each city or town's local revenues, based upon the relative wealth of that community

Step 3
Calculate State Chapter 70 Aid

Makes up the difference between the foundation budget and the local contribution

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Key Provisions Of Student Opportunity Act

- **Revised Chapter 70 foundation budget calculations in several areas to ensure more adequate and equitable funding for school districts across the state**
  - Employee and retiree healthcare benefits
  - Special education
  - English learners
  - Mental health services
  - Low-income students, especially in communities with concentrated poverty (also revised the process for accurately counting low-income students)
- **Provided additional state funding and supports for local school districts**
  - Full funding of charter tuition reimbursements
  - Included out-of-district transportation costs in the Special Education Circuit Breaker
  - Lifted the annual cap for the MSBA to increase the number of school building projects that can be accepted into the program each year

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Key Provisions Of Student Opportunity Act (cont.)

- **Implemented new policies designed to maximize the impact of funding increases in closing opportunity gaps and improving student outcomes**
  - Required school districts to develop and make publicly available SOA plans
  - Created a new 21st Century Trust Fund to support innovation in teaching and learning
  - Established a permanent Data Advisory Commission to improve the use of data at school, district, and statewide levels
- **Identified policy areas requiring further study and analysis**
  - Established a rural schools commission to make recommendations for addressing the unique challenges faced by rural and regional school districts
  - Directed DESE to report on accurate costs for educating students at recovery high schools
  - Directed MSBA to report on the need for updates to the school building program
  - Directed DESE and DOR to analyze and make recommendations for potential changes to the local contribution side of the Chapter 70 formula

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Statewide Impact Of Student Opportunity Act

- Expected to increase total Chapter 70 aid by **$1.4 billion annually** over inflation (once the SOA is fully phased in)
- Expected to increase required local contributions by $900 million annually over inflation (once the SOA is fully phased in)
  - Most municipalities are not impacted, however, because they already fund their school budgets at a higher level than their required local contribution
  - Accounting for existing levels of school spending, local spending is expected to increase by $90 million annually over inflation (once the SOA is fully phased in)
- FY24 will be the third year of SOA implementation; expected to be fully implemented by FY27

**Figures/estimates are from 2019 when the SOA was signed into law. Certain assumptions that were used in making these projections, such as enrollment, may be different now.*

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Benefits To Melrose From Student Opportunity Act

- **Increase in Chapter 70 state aid**
  - FY23 Chapter 70 increase of $1M (+12%)
  - Expected FY24 Chapter 70 increase of **$2.6M (+27%)**, for a total amount of $12.3M
  - FY24 will be largest increase in Chapter 70 (in both dollar amount and percent) for Melrose Public Schools!
  - More accurate calculation of low-income student population
- **Increase in special education circuit breaker reimbursements**
  - FY24 budget fully implements reimbursement for out-of-district transportation costs
- **Increase in charter school tuition reimbursements**

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Other Education Issues That The State Legislature May Tackle This Session

Significant legislation has been filed in the new legislative session to address:

- School transportation costs
- Special education costs
- School facility construction costs (MSBA)
- Educator diversity
- Vocational technical education
- Universal free school meals
- MCAS testing and accountability, including graduation requirement
- Early education and childcare, including public pre-K and OST care
- Public higher education

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

State Funding Secured for Melrose by Delegation

COVID-19 Recovery Law

- **$150K** for high school elevators to update the safety and accessibility of Melrose High School
- **$75K** for City's economic recovery for small businesses and nonprofits
- **$60K** for The Food Drive

FY23 Budget

- **$75K** for enhancements to Melrose's recreational developments
- **$60K** for a Fire Breathing Apparatus for the Melrose Fire Department
- **$50K** for security cameras at Melrose Veterans Memorial Middle School

Economic Development Law

- **$150K** for repairs to the Fire Department
- **$100K** for improvements at Memorial Hall
- **$100K** for placemaking activities in the City of Melrose
- **$6M** for MelroseWakefield Healthcare behavioral health facility in Malden

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

FY23 Supplemental Budget

This month, the Legislature passed and sent to the Governor a Supplemental Budget bill to ensure **sufficient funding for critical state programs and supports** through the end of the fiscal year, including:

- **$132M:** Emergency SNAP benefits for food security
- **$85M:** Emergency family shelters
- **$68M**: Early education and care workforce stabilization
- **$65M**: Free school meals for remainder of 2022-23 school year
- **$1M:** Public awareness campaign re pregnancy crisis centers.

The bill also extends and makes permanent certain **pandemic-era flexibilities**, including:

- Hybrid meetings of public bodies and town meetings through March 31, 2025
- Outdoor dining and cocktails-to-go through March 31, 2024

Chapter 90 Funding for Melrose (FY24)

In the past two weeks, the legislature passed a bill authorizing funding for infrastructure, preservation, and municipal improvement projects. Under a state formula, Melrose would be allocated **$513,713.39**.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

HD3675/S1489 - An Act creating a municipal and public safety building authority

- Many towns across the Commonwealth do not have the tax base or borrowing ability to upgrade or build new public safety complexes and municipal buildings

- This legislation creates an independent public authority, similar to authorities that help finance municipal school buildings and libraries, to provide matching funds for local public safety and municipal buildings

- Rep. KLG & Sen. Lewis have cosponsored.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

CITY COUNCIL

MINUTES● APRIL 3, 2023

Council Chamber, First Floor, Melrose City Hall Regular Meeting **7:45 PM**
562 Main Street, Melrose, MA 02176

I. CALL TO ORDER

Pledge of Allegiance

Attendee Name	Title	Status	Arrived
Christopher Cinella	At-Large	Present	
Jack Eccles	At-Large	Present	
Mark Garipay	Ward 4	Present	
Maya Jamaleddine	At-Large	Remote	
Manjula Karamcheti	Ward 1	Present	
Shawn M. MacMaster	Ward 5	Present	
Leila Migliorelli	At-Large	Present	
John Obremski	Ward 2	Present	
Robb Stewart	Ward 3	Present	
Ryan Williams	Ward 7	Present	
Jen Grigoraitis	Ward 6	Present	

II. READING OF THE MINUTES

III. PUBLIC COMMENT

Motion: Public Comment

Motion: Open Public Comment
By: Councilor Stewart, Second: Councilor Cinella - motion carried.

No one comes forward.

Motion: Close Public Comment
By: Councilor Stewart, Second: Councilor Cinella - motion carried.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Robb Stewart, Ward 3
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Grigoraitis

IV. COMMUNICATIONS FROM HIS HONOR, THE MAYOR AND OTHER CITY OFFICIALS

V. NEW BUSINESS

A. Filings by the Honorable Mayor

1. **APPT-2023-5:** Appointment of Daniel Gelormini, 20 Pilgrim Road, to the Melrose Zoning Board of Appeals (ZBA) as an Associate Member for a two year term set to expire on the last day of February 2025.

Appropriation and Oversight

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Appropriations & Oversight Committee

2. **APPT-2023-6:** Reappointment of James Oosterman, 54 Ellis Farm Lane, to the Affordable Housing Trust, for a two-year term, said term to expire on the last day of January 2025.

Health, Education & Welfare

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Health, Education & Welfare Committee

3. **APPT-2023-7:** Reappointment of Seamus Kelley, 259 West Emerson Street, to the Melrose Affordable Housing Trust, for a two-year term, said term to expire on the last day of January 2024.

Health, Education and Welfare

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Health, Education & Welfare Committee

4. **APPT-2023-8:** Reappointment of Michael Barry, 910 Main St., to the Melrose Housing Authority for a five-year term; said term to expire on the first Monday of March 2028.

Health, Education and Welfare

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Health, Education & Welfare Committee

5. **APPT-2023-9:** Reappointment of Karen Blackburn, 15 Lodge Avenue, to the Commission on Women (MCW) for a three-year term set to expire on the last day of February 2026.

Health, Education and Welfare

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Health, Education & Welfare Committee

6. **APPT-2023-10:** Appointment of Lauren Knott, 16 Mount Vernon Street, to the Commission on Women, for a one-year term set to expire on the last day of February 2024.

Health, Education and Welfare

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Health, Education & Welfare Committee

7. **APPT-2023-11:** Appointment of Margaret Ivins, 177 Ashland Street, to the Melrose Council on Aging (COA) for a 2-year term set to expire on the last day of February 2025.

Health, Education and Welfare

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Health, Education & Welfare Committee

8. **APPT-2023-12:** Reappointment of Jason Jancaitis, 16 Tappan Street, to the Melrose Conservation Commission for a three-year term set to expire on the last day of February 2026.

Public Service

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Public Service Committee

9. **APPT-2023-13:** Appointment of Bradley Freeman, 39 Apple Hill Road, to the Melrose Parks Commission, for a five-year term set to expire on the First Monday of May 2028.

Public Service

RESULT:	**ASSIGN TO COMMITTEE**
TO:	Public Service Committee

10. **APPRO-2023-19:** Non-Union salary adjustment for FY23 HRS compensation study

Appropriation and Oversight

RESULT:	**ASSIGNED TO COMMITTEE**
TO:	Appropriations & Oversight Committee

11. **APPRO-2023-20:** An Appropriation to Melrose Public Schools for the purchase of literacy curriculum.

Appropriation and Oversight

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**ASSIGNED TO COMMITTEE**
TO:	Appropriations & Oversight Committee

12. **APPRO-2023-21:** An Appropriation to the planning department to fund the School Facilities Master Plan.

Appropriation and Oversight

RESULT:	**ASSIGNED TO COMMITTEE**
TO:	Appropriations & Oversight Committee

13. **APPRO-2023-22:** An Appropriation from Sewer Retained Earnings (account # 6000-319000) in the amount of $230,000 and from Water Retained Earnings (account # 6100-319000) in the amount of $440,000. These funds will be appropriated to designated Enterprise Accounts as set forth herein.

Offered by: Mayor Paul Brodeur

Appropriation and Oversight

RESULT:	**ASSIGNED TO COMMITTEE**
TO:	Appropriations & Oversight Committee

B. Filings by the Honorable City Council

VI. UNFINISHED BUSINESS

A. Appropriation

APPRO-2023-18: MWRA LFAP I/I Phase 12 Request

From: Appropriations & Oversight Committee OUGHT TO PASS

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Leila Migliorelli, At-Large
SECONDER:	Christopher Cinella, At-Large
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Grigoraitis

B. Grants

C. Information Items

D. Licenses

LIC-2023-8 : License: Class II Motor Vehicle Renewal Application

From: Protection and License Committee PLACE ON FILE

RESULT:	**PLACE ON FILE [UNANIMOUS]**
MOVER:	Mark Garipay, Ward 4
SECONDER:	Robb Stewart, Ward 3
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Grigoraitis

VII. EXPIRIES

None

VIII. REPORTS FROM COMMITTEES

IX. RULE 53 REPORTS

Councilor Karamcheti introduces her MHS student intern and encourages participation in the internship program for any interested individuals. Way to learn about civic responsibilities.

President Grigoraitis reminds the public of the upcoming Patriots Day holiday and shift of the next city council meeting to Tuesday, April 18, 2023

X. ADJOURNMENT

Motion: Adjourn

Motion: Adjourn
By: Councilor Cinella, Second: Councilor Stewart - motion carried.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Meeting adjourned at 7:56 p.m.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Christopher Cinella, At-Large
SECONDER:	Robb Stewart, Ward 3
AYES:	Cinella, Eccles, Garipay, Jamaleddine, Karamcheti, MacMaster, Migliorelli, Obremski, Stewart, Williams, Grigoraitis

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Melrose MA Boards & Commissions

Submit Date: Feb 09, 2023

Application Form

Profile

Daniel
First Name

Middle Initial

Gelormini
Last Name

[redacted]
Email Address

20 Pilgrim Road
Home Address

Suite or Apt

Melrose
City

MA
State

02176
Postal Code

What district do you live in?

None Selected

Mobile: [redacted]
Primary Phone

Alternate Phone

CBT Architects
Employer

Associate Principal
Job Title

Which Boards would you like to apply for?

Board of Appeals: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

It would be an honor to serve on the Melrose Board of Appeals as it aligns with both my personal and professional values to promote the public good. As an Architect and 11-year Melrose resident, I am passionate about the way we shape our communities. I believe my experience as an Architect and familiarity with the appeals processes uniquely positions me to add value to the Board of Appeals. I am excited at the opportunity to contribute my expertise through informed objective insight of the current Zoning Ordinance with the intent to improve the future built environment and quality of life for our residents and community.

2023_02_08_Daniel_Gelormini_Resume.pdf
Upload a Resume

Demographics

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

DANIEL GELORMINI AIA | LEED AP BD+C

20 PILGRIM ROAD, MELROSE MA
[redacted]

Experience

CBT Architects, Boston, MA — *2010 - Current*
Associate Principal | Senior Project Manager

- Manage all aspects of Architectural project delivery from Pre-Design through Construction Administration on projects ranging in costs from $1.2M - $220M
- Act as main point of contact for key project stakeholders including, Owners, Directors, Investors, OPMs, etc.
- Develop and maintain project schedules in all phases of design
- Provide guidance through building permitting and public approvals processes
- Prepare and present various projects to applicable City/Town Boards and Commissions
- Generate project budgets and proposals for architectural services ranging in costs of $200K - $8.0M
- Solicit, vet, and manage consultant design teams varying in size from 2-19 consultants
- Review project GMPs and construction contracts and provide recommendations to ownership
- Coordinate LEED related criteria for certifiable projects
- Lead various design teams ranging in size from 2-22 employees on multiple projects in various phases from Business Development-Construction Administration
- Review contractor Payment Requisitions and Change Orders
- CBT Recruiting and Staffing team member participating in talent acquisition and employee evaluations

Notable Projects

25 Beacon Street Residences – Boston MA
Trust Early Learners – Brookline MA
Avalon Bay Residences – Brighton MA
Nashua St Residences – Boston MA
Doggett St Residences – Charlotte NC (In process)
415 Newbury St Residences – Boston MA (In process)
Norton Museum of Art Expansion – West Palm Beach FL
Museum of Fine Art Boston – Art of the Americas Wing - Boston MA
Fessenden School Renovations – West Newton MA

Space International, Los Angeles, CA — *2007-2009*

- Developed Construction Documents for multiple boutique retail spaces
- Developed design and Construction Documents for mixed-use developments
- Coordinated design with engineering consultants via BIM
- Designed modular façade components for pop-up retail spaces
- Developed and prepared design presentations for Rudolph M. Schindler Mak Center galleries
- Performed Construction Administration related tasks including submittal reviews and RFIs

McMahon Architects, Boston, MA — *2005 – 2007*

Landry Architects, Salem, NH — *2003 – 2004*

Education

Southern California Institute of Architecture

- Masters of Architecture, X-Program — *2009*
- Honors Exhibition
- SCI-arc Grant

Wentworth Institute of Technology

- Bachelor of Science in Architectural Engineering Technology — *2007*
- Merit Scholarship

Teaching Experience

Adjunct Professor, Wentworth Institute of Technology, Boston, MA — *2010 - 2015*

- Professional Practice I – Autodesk Revit
- Digital Studies – Autodesk Rhino

Teachers Assistant, Southern California Institute of Architecture, Los Angeles, CA — *2008 - 2009*

- Graduate Professional Practices
- Graduate Visual Studies/Strategies of Representation 4/Autodesk Maya/Advanced Digital Tool

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Paul Brodeur
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

MEMORANDUM
To: Melrose City Council
From: Mayor Paul Brodeur
Re: Zoning Board of Appeals
Date: March 28, 2023

I respectfully request the Honorable City Council confirm the appointment of Daniel Gelormini, 20 Pilgrim Road, to the Melrose Zoning Board of Appeals (ZBA) as an Associate Member for a 2-year term set to expire on the last day of February 2025. Mr. Gelormini's appointment replaces the membership of Julianna Hanlon, who recently resigned from the ZBA.

Mr. Gelormini's experience as an architect and insight into the appeals process and City's zoning ordinances will add immense value to the Melrose Zoning Board of Appeals.

Thank you for your consideration.

CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Affordable Housing Trust Reappointments
Date: March 29, 2023

I respectfully request the Honorable City Council confirm the following Affordable Housing Trust reappointments:

- **Seamus Kelley, 259 West Emerson St., to the Affordable Housing Trust, for a two-year term, said term to expire on the last day of January 2025.**
    - Mr. Kelley has over 15 years of experience as an operations and public policy leader and decision-making experience with a focus on project management, government affairs, public policy, strategic implementation, and external relations.

- **James Oosterman, 54 Ellis Farm Lane, to the Affordable Housing Trust, for a two-year term, said term to expire on the last day of January 2025.**
    - Mr. Oosterman was a founding member of the Melrose Affordable Housing Task Force, established in 1998 to encourage, support, and advocate for public and private affordable housing initiatives. His dedication to this work is also visible in his service to the Melrose Housing Authority, through which he worked closely with the North Suburban Consortium, the City's Office of Planning and Community Development, and other organizations with similar missions to the Affordable Housing Trust.

Mr. Kelley and Mr. Oosterman are committed to serving the City of Melrose in their capacity as members of the Affordable Housing Trust. I'm confident that they will each continue to drive forward the City of Melrose's mission to promote greater diversity and racial equity in the community and for the benefit of low-to-moderate-income households in accordance with the provisions of MGL c. 44, § 55C.

Thank you for your consideration.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Hello, Lily,

Pardon my delay in responding to your email regarding continuing to serve on the Melrose Affordable Housing Trust. I would very much appreciate being reappointed to serve on this committee for another term. My interest in Affordable Housing in the City of Melrose has not diminished since my initial appointment, and I look forward to finding ways to support this growing need from the resources in our Affordable Housing Trust.

Please contact me if you or the Mayor require additional information.
Sincerely,

James Oosterman
54 Ellis Farm Lane, Melrose

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Affordable Housing Trust Reappointments
Date: March 29, 2023

I respectfully request the Honorable City Council confirm the following Affordable Housing Trust reappointments:

- **Seamus Kelley, 259 West Emerson St., to the Affordable Housing Trust, for a one-year term, said term to expire on the last day of January 2024.**
    - Mr. Kelley has over 15 years of experience as an operations and public policy leader and decision-making experience with a focus on project management, government affairs, public policy, strategic implementation, and external relations.

- **James Oosterman, 54 Ellis Farm Lane, to the Affordable Housing Trust, for a two-year term, said term to expire on the last day of January 2025.**
    - Mr. Oosterman was a founding member of the Melrose Affordable Housing Task Force, established in 1998 to encourage, support, and advocate for public and private affordable housing initiatives. His dedication to this work is also visible in his service to the Melrose Housing Authority, through which he worked closely with the North Suburban Consortium, the City's Office of Planning and Community Development, and other organizations with similar missions to the Affordable Housing Trust.

Mr. Kelley and Mr. Oosterman are committed to serving the City of Melrose in their capacity as members of the Affordable Housing Trust. I'm confident that they will each continue to drive forward the City of Melrose's mission to promote greater diversity and racial equity in the community and for the benefit of low-to-moderate-income households in accordance with the provisions of MGL c. 44, § 55C.

Thank you for your consideration.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Hi Lily,

Thank you for reaching out about reappointment to the city's Affordable Housing Trust Fund. I would very much appreciate being reappointed. I am hopeful that the AHTF will compliment the work underway to update the city's zoning and we will see some meaningful progress around affordable housing in the city.

Thank you,

Seamus Kelley
259 W Emerson St, Melrose, MA 02176

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Michael P. Barry
910 Main St. Apt. 316
Melrose MA 02176

Lily Martin
Office of the Mayor
Melrose City Hall
562 Main St
Melrose MA 02176

Dear Lily,

It would be my pleasure to serve another term on the MFA. Thanks to Mayor Brodeur for his vote of confidence.

Sincerely,

Michael P. Barry

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Housing Authority Reappointment
Date: March 27, 2023

I respectfully request the Honorable City Council confirm the reappointment of Michael Barry, 910 Main St., to the Melrose Housing Authority for a five-year term; said term to expire on the first Monday of March 2028.

Thank you for considering Mr. Barry's reappointment to the Melrose Housing Authority.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

KAREN GRANT
15 Lodge Avenue
Melrose, MA 02176
[redacted]

CAREER HIGHLIGHTS:

2019-Present Vice President of External Affairs, **Cradles to Crayons**, Boston MA

- Responsible for the creating and operationalizing a new department focused on implementing the organization's national Thought Leadership and marketing strategies, growth and strategic planning and Impact.
- Lead NYC expansion efforts including raising $2.4M in start-up funding and managing a 17-20-person Founders' Council.
- Serve as a member of the Executive Leadership Team charged with ensuring the overall financial health, strategic planning and setting overall direction of the organization
- Manage a department of five full-time staff members and consultants.

2017-2019 Vice President of Development, **Cradles to Crayons,** Boston, MA

- Responsible for creation and implementation of a comprehensive fundraising strategy, including individuals, corporations and foundations, that raises $5M annually.
- Managed consultants to help design a $7.5M capital campaign, which has just entered the quiet phase.
- Successfully close 5- and 6-figure gifts and partner with President & Founder to close 7-figure gifts; manage a portfolio of donors in the 5- to 7-figure gift range.
- Collaborated with National and Boston Board of Directors on fundraising and successfully implemented a give/get policy across all four Boards (National, Boston, Chicago and Philadelphia).
- Oversaw two annual fundraisers, Backpack-a-Thon and Un-Gala, that each raise $1M.
- Managed Development Committee and Family Advisory Council to assist in developing fundraising and donor engagement strategies.
- Implemented a moves management system across all three markets (Boston, Chicago and Philadelphia).
- Served as a member of the National Leadership Team charged with ensuring the overall financial health, strategic planning and setting overall direction of the organization
- Managed two departments comprised of 13 full and part-time staff members and consultants.

2005-2014 Vice President of Development & Communications, **Peace First, Inc. (formerly Peace Games)** Boston, MA

- Responsible for creation and implementation of a national external relations strategy that has exceeded revenue projections annually, deepened donor engagement and raised awareness of the organization's mission.
- Served as a member of the national Senior Leadership team charged with ensuring the overall financial health, strategic planning and setting overall direction of the organization.
- Transitioned donor base from majority institutional/event-driven revenue to individual giving--increase from 23% to 55% of total revenue.
- Successfully closed 6-figure gifts and partnered with President to close 7-figure gifts; managed a portfolio of donors in the 5- to 7-figure gift range.
- Designed pipeline development strategy and systems that yielded 34% qualified prospects.
- Partnered with Board of Directors on fundraising, staffed Board-level communications committee and managed a national Advisory Board structure (4 active) to better engage and leverage supporters.
- Secured national media placements in The NY Times, NBC Nightly News, and NPR; as well as several regional and local media placements reaching over 20 million.
- Successfully led organizational rebranding effort including name change, website redesign, collateral materials, videos and rollout activities.
- Created national branding and cause-marketing opportunities for organization and corporate partners including USA Network, Coach and Eberjey.
- Oversaw creation of collateral and marketing materials including annual report, newsletters and website.

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- Managed a department of five full-time staff members, part-time interns and several pro bono and paid consultants.

2003-2004 Deputy Executive Director & Communications Director, **Boston 2004, Inc.**, Boston, MA

- Boston 2004, Inc. was the host committee for the 2004 Democratic National Convention.
- Developed and implemented a comprehensive communications strategy, including crisis communications, that targeted international, national and local media outlets.
- Managed all marketing efforts including delegate and media gift bags, interactive kiosks and street banner programs.
- Assisted in creation and implementation of successful public awareness campaign addressing transportation restrictions.
- Oversaw development and maintenance of the Boston 2004, Inc. web site.
- Assisted in fundraising efforts, including the identification of new donors and solicitation of corporate sponsorships and in-kind donations.
- Created official publications, including media guide, visitor's guide and volunteer manuals.
- Aided in the development of the Celebrate Boston 2004 advertising campaign.
- Assisted local and national media outlets in securing outdoor broadcasting space.
- Wrote newsletter articles, press releases, web content, extra-departmental materials, weekly updates and talking points.
- Managed four full-time staff members and three part-time interns.
- Responsible for management of department budget, including related in-kind contributions.

2003 Deputy Press Secretary**, Office of Governor Romney**, Boston, MA

- Responsible for all media issues related to Economic Development.
- Served as primary Press Secretary for the Secretary of Economic Affairs.
- Organized issue-based press conferences, town meetings and created proactive media opportunities.
- Traveled statewide with Governor and Lieutenant Governor for media appearances.
- Wrote press releases and talking points.

2002 Deputy Press Secretary, **Shannon O'Brien for Governor (Democratic Nominee)**, Boston, MA

- Generated general election media coverage for surrogates, including members of the Congressional Delegation, State Senators and Representatives, Mayors, and Primary opponents.
- Managed press coverage for President Clinton's New Bedford visit.
- Developed and implemented a plan to schedule surrogates on cable television and regional talk radio.
- Wrote talking points for candidates and surrogates.
- Wrote press releases and media advisories.

2001-2002 Press Secretary, **Warren Tolman for Governor**, Watertown, MA

- Developed and implemented a statewide communications strategy for a democratic primary gubernatorial campaign.
- Created proactive media opportunities, managed crisis communications, briefed candidate for public appearances and editorial board meetings.
- Established relationships with political editors, reporters, and producers from the major, mid-level and local media outlets across the state.
- Provided daily press briefings for the candidate and senior campaign staff.
- Created comprehensive media database that included network television stations, newspapers, radio and cable shows throughout the state.
- Managed two campaign staff members.

2001 Advocacy Event Consultant, **Office of Child Advocacy, Children's Hospital**, Boston, MA

- Organized hospital's first ever advocacy events including; successful legislative briefing at the State House and a grassroots lobbying workshop for employees, patient families and members of the advocacy network.
- Planned a legislative briefing for the Massachusetts delegation in Washington, D.C.

1997-2000 Administrative Associate, **Development and Public Affairs, Children's Hospital,** Boston, MA

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EDUCATION:

Boston University, Boston, MA. **Graduate Certificate, Nonprofit Management and Leadership**, May 2010
Boston University, Boston, MA. **Bachelor of Arts, Political Science**, May 2001 (attended 1990-94).
President, **Alpha Delta Pi Sorority**
S.C. Beta Chair**, Inter Fraternity/Sorority Council**

AWARDS:

2005 Wonder Woman, **Massachusetts Women's Political Caucus**

COMMUNITY INVOLVEMENT:

Co-Chair, **Melrose Education Foundation Advisory Board**, 2019-Present
Board Member**, Melrose Education Foundation**, 2013-2019
Board Member, **Massachusetts Women's Political Caucus**, 2007-2013
Co-Vice President, **Franklin Early Childhood Center PTO**, 2011-2012

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Karen Grant Blackburn
15 Lodge Avenue
Melrose, MA 02176
[redacted]

February 28, 2023

Paul Brodeur
Mayor
City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur:

Please accept this letter as an expression of my interest to continue to serve as a member of the Melrose Commission on Women. I joined the Commission in Fall 2019 full of ideas of things we could do to help raise awareness and get more members of our community involved in our work. A few months later, the pandemic halted our plans and slowly tried to find virtual ways to support, celebrate and give women a way to escape during those challenging days.

We hosted a book club, a legislative briefing on Roe v. Wade with local elected officials and other experts, held a celebration of the election of the first female Vice President, hosted a session to help women develop their personal elevator speech and funded a scholarship for a MHS graduate committed to advancing women's issues.

I am proud of everything we were able to accomplish but am excited to work with a full body of Commissioners to do so much more to help women, girls and those who support them and continue to make Melrose a community for all.

Thank you for the consideration.

Sincerely,



Karen Grant Blackburn

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Commission on Women Reappointment
Date: March 27, 2023

I respectfully request the Honorable City Council confirm the reappointment of Karen Blackburn, 15 Lodge Avenue, to the Commission on Women (MCW) for a three-year term set to expire on the last day of February 2026. Ms. Blackburn originally joined the MCW in 2019 and currently serves as commission chair.

Under Ms. Blackburn's leadership, the MCW has hosted many successful community events such as a legislative briefing on Roe v. Wade intended to support and advocate for women and girls in Melrose. In addition, Ms. Blackburn works tirelessly to establish an open and inclusive environment for her fellow commissioners by ensuring every member has an opportunity to talk and share ideas.

Thank you for considering Ms. Blackburn's reappointment to the Melrose Commission on Women.

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Application Form

Profile

Lauren
First Name

Middle Initial

Knott
Last Name

[redacted]
Email Address

16 Mount Vernon Street
Home Address

Apt 1
Suite or Apt

Melrose
City

MA
State

02176
Postal Code

What district do you live in?

☑ District 6

Home: [redacted]
Primary Phone

Alternate Phone

Point Source Youth
Employer

VP of Strategic Partnerships
Job Title

Which Boards would you like to apply for?

Commission on Women: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I have lived in Melrose since 2014, and feel connected to the town and its future. I have a 2nd grader at Winthrop, and her sister will start kindergarten in September. I am also a queer woman. All of these identities inform my viewpoint of the city. Additionally, I work for an organization that specializes in housing and homelessness for youth experiencing homelessness. I spend my 9-5 connecting the puzzle pieces within our community partners, and would like to do some of that work locally, in the city I live in.

Lauren_Knott_Resume.pdf
Upload a Resume

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM
To: Melrose City Council
From: Mayor Paul Brodeur
Re: Commission on Women
Date: March 28, 2023

I respectfully request the Honorable City Council confirm the appointment of Lauren Knott, 16 Mount Vernon Street, to the Commission on Women, for a one-year term set to expire on the last day of February 2024. Ms. Knott's appointment replaces the appointment of Lauren Grymek, who recently resigned from the commission.

As a queer woman and a professional working to support youth experiencing homelessness or who are at risk for homelessness, Ms. Knott and I are eager for her to represent the LGBTQ+ community and support women and girls locally here in Melrose.

Thank you for your consideration.

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LAUREN KNOTT
[redacted]
16 Mount Vernon Street, Apt 1, Melrose, MA 02176 | [redacted]

RELATED EXPERIENCE

Point Source Youth, Boston, MA
Vice President of Strategic Partnerships August 2022-Present

- Recruit community partners to hire the organization to provide technical assistance to end youth homelessness
- Build relationships with local nonprofits, policy makers, and philanthropy to fund direct cash transfers for youth experiencing homelessness
- Work across departments to conduct outreach for 4 annual conferences and recruit community sponsors to support the conference

The Technical Assistance Collaborative, Boston, MA
Senior Associate July 2019- July 2022

- Lead TAC's work addressing youth homelessness, leading a team of five consultants working on various youth focused initiatives in eight communities
- Seek out business development opportunities and assist in responding to various Requests for Proposals (RFP) throughout the year
- Facilitate trainings on various topics related to HUD programs, such as grant administration, racial equity, and youth engagement

Associate December 2013-June 2019

- Facilitate planning and implementation processes for communities to address homelessness among youth
- Assist communities in developing system gaps analyses with data from multiple sources in order to identify needs and funding priorities
- Staff and manage Continuum of Care (CoC) Help Desk, which answers technical questions for recipients and subrecipients of HUD grants
- Provide direct technical assistance (TA) to multiple CoCs on writing and implementing written standards of assistance for all housing interventions, finalizing governance documents, and conducting system mapping and gaps analyses
- Assist multiple CoCs in the design and implementation of their coordinated entry systems to match HUD requirements and meet community needs
- Provide training and TA to communities and programs on how to adopt a Housing First approach
- Develop training materials on various topics, such as grant administration, program management tools, performance measures, and data systems

The North Carolina Housing Coalition, Raleigh, NC
Policy Associate August 2012-August

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2013

- Coordinated and presented at technical assistance sessions, as requested by various communities around the state, on topics such as strategies to increase affordable housing
- Monitored legislative committee meetings, news and other information centers to track pertinent legislation
- Conducted extensive research to support the Coalition's policy positions using Census, Comprehensive Housing Affordability Strategy (CHAS), and Bureau of Labor Statistics data
- Prepared policy and advocacy materials, including issue briefs, county fact sheets and talking points, that clearly communicated housing policy issues for policymakers, coalition members, and other stakeholders
- Participated in direct lobbying to elected officials
- Ensured website/social media outlets offered the most current information on policy positions, legislation, and other policy related activities

Salvation Army, Raleigh, NC
MSW Intern, Project C.A.T.C.H. August 2011-April 2012

- Developed protocols for children upon admission to shelters, including screening for mental health and developmental issues with initiation of appropriate referrals, area services, and resources
- Reviewed and improved curriculum and trained shelter staff on trauma, stress, and parent/child relationships

HomeStart, Inc., Boston, MA
Representative Payee September 2010-March 2011

- Supported 30 formerly homeless individuals in budget creation and financial education
- Paid monthly rent and bills for clients according to budget developed with participant
- Maintained accurate and detailed financial records on behalf of clients
- Continued to supervise eight volunteers and ten staff members during weekly walk-in hours, ensuring prompt service for clients and resolving any difficulties with tough cases

Crossroads Housing Search Coordinator September 2009-September 2010

- Designed and implemented successful housing search program at a family shelter in East Boston, resulting in twenty-five families securing permanent, stable housing
- Handled caseload of 15 homeless families while providing technical housing search supervision to three case managers who were in charge of ten additional scattered-site families
- Collaborated with clients to identify an appropriate housing search strategy and apply at local housing authorities and private developments
- Presented housing search trainings to outside agencies and shelter staff as requested

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- Supervised eight volunteers and ten staff members who assisted the organization during weekly walk-in hours, training them on housing search strategies and answered questions around tough cases
- Developed outreach plan for new volunteers, including faith and collegiate groups

Housing Advocate/Case Manager July 2008-September 2009

- Managed caseload of 45 homeless clients living in six different shelters in Cambridge
- Helped clients identify housing wants and apply at appropriate housing authorities and developments
- Worked with clients to apply for public benefits and locate education and job training opportunities
- Forged connections across community organizations to build relationships and identify resources

EDUCATION

The University of North Carolina at Chapel Hill, Chapel Hill, NC
Masters of Social Work, Concentration in Community, Management and Policy Practice, May 2013
Nonprofit Leadership Certificate, May 2013

Franklin & Marshall College, Lancaster, PA
Bachelor of Arts: Sociology and Public Policy, May 2008

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Margaret Ivins

CONTACT INFORMATION

Address: 177 Ashland Street, Melrose, MA 02176

PROFESSIONAL EXPERIENCE

HARVARD MEDICAL SCHOOL – BOSTON, MA

- **Office of Faculty Affairs, September 2022 – Present**
  - **Program Director for Academic Operations**

- Serve as the primary resource for quad-based departments (depts) and oversee academic collaborations with key stakeholders across HMS for issues related to the Basic and Social Science Departments.
- Streamline academic operations, facilitate bi-directional communication between OFA and other HMS offices, and manage OFA interface with quad-based depts on faculty recruitment, compensation, diversity & inclusion, research funding/regulations, retention, and advancement.
- Provide critical advice on early-stage review of promotion materials for quad faculty and oversee strategic priorities to meet institutional standards for faculty set by the LCME on faculty preparation, productivity, participation & policies.
- Collaborate with HMS IT and other partners on data collection & faculty reporting capacities and prepare OFA data, reports, and assessments for meetings.
- Interface with HMS offices on collection of data identified to meet the 15 standards in the area of faculty reporting and ensure adherence.
- Manage academic aspects of offer letters (appointment, teaching, mentoring) & promotion letters, respond to quad dept questions/concerns, and ensure adherence to components & rationale of HMS CV.
- Attend monthly Docket Committee meetings and serve as office lead for the Faculty Council annual election process.
- Innovate, refine mechanisms, and participate in strategic plan refresh, while overseeing Faculty of Medicine By-Laws annual review.
- Systematically explore and operationalize new appt types on the quad and support career development of non-ladder researchers.

HARVARD UNIVERSITY – CAMBRIDGE, MA

- **Wyss Institute for Biologically Inspired Engineering, August 2013 - September 2022**
  - **Senior Manager, Academic Affairs, March 2021 – September 2022**
  - **Manager, Academic Affairs, April 2018 – February 2021**
  - **Coordinator, Academic Affairs, August 2013 to March 2018**

- Direct the Wyss Institute Department of Academic Affairs, including all staff, budgets, and other administrative processes
- Manage academic appointments (e.g., postdoctoral fellows, visiting scholars, graduate students), including recruitment, onboarding, reappointments, etc.
- Manage international visa (J, H, B, F) and immigration processes for Wyss academic personnel
- Develop and implement Wyss/Harvard programming (e.g., community building, new hire orientation, etc.) for academic appointments
- Supervise time and labor reporting for Wyss graduate students and temporary hires
- Advise Wyss faculty on academic appointment processes (e.g., immigration, reappointments, new hires)
- Liaise with HMS Human Recourses and Harvard International Office on Wyss appointments

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- Collaborate with Finance and Sponsored Research on costing changes for Wyss personnel
- Develop and maintain Wyss appointment database and analytics
- Co-chair of the Harvard Medical School Visa Committee. Committee is designed to share any new visa regulations and to discuss any visa issues.
- Founder and member of Harvard Talent Management League

- **Harvard College, August 2013 – Present**
  - **Freshmen Academic Advisor (unpaid appointment)**

- Supervise Harvard College freshmen (3-4 per year) on university policies, programs of study, and degree options and requirements
- Provide academic advising to supervisees
- Discuss and sign off on course selection cards for supervisees
- Provide college transition guidance, including work-study, clubs/activities, and time management
- Provide career counseling

- **Harvard Law School Executive Education, January 2012 – August 2013**
  - **Program Administrator**

- Manage all program logistics for multi-day executive education programs for legal professionals
- Manage material preparation, space, accommodations, operations, media services, catering, and transportation
- Recruit participants (e.g., law firm leaders, corporate counsel) for program participation
- Market HLS Executive Education's online presence via Facebook, Twitter, blogs, and other media
- Develop, maintain, and update the Executive Education website
- Communicate with program participants at all stages of their involvement with Executive Education (e.g., recruitment, pre-program, program, alumni networks)
- Manage financial processing in coordination with HLS Financial Office

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HARVARD UNIVERSITY – CAMBRIDGE, MA

TUFTS UNIVERSITY – BOSTON, MA

- School of Medicine, May 2007 – January 2012
  - Administrative Coordinator, Medical Curriculum

- Coordinate the preclinical curriculum in a student services environment
- Primary liaison for all administrative communications to faculty and students
- Directly supervise paid audiovisual student teams in coordination with lectures
- Administer Board Exams for medical students
- Manage first- and second-year class curriculum class scheduling
- Point-of-contact for all first- and second-year medical students and faculty on all curriculum needs
- Administrative support for the Associate Dean for Educational Affairs and the Curriculum Committee
- Responsible for the planning, coordination, promotion, execution, and evaluation of Medical School events, including conferences, workshops, retreats, and formal and informal social events

ARIZONA DEPARTMENT OF ECONOMIC SECURITY – CASA GRANDE, AZ

- Office of Child Protective Services, February 2007 – May 2007
  - Administrative Secretary

- Maintain office records and databases
- Handle confidential correspondence and reports
- Help with employee questions and requests
- Schedule and coordinate meetings and events
- Prepare minutes of meetings

ARIZONA DEPARTMENT OF EDUCATION – PHOENIX, AZ

- Department of Education, January 2006 – February 2007
  - Administrative Assistant

- Process technology grants for Arizona public schools
- Organized E-Leaning Taskforce
- Assisted Deputy Associate Superintendent in drafting a senate bill on e-learning
- Manage department communications; handle confidential information
- Archive department records
- Coordinate agency conferences

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EDUCATION

UNIVERSITY OF PHOENIX – PHOENIX, AZ

Doctor of Education in Educational Leadership, November 2013
Dissertation Title: *The Stresses of the Second-Year Generation Y Medical Student: A Phenomenological Study*

NORTHERN ARIZONA UNIVERSITY – FLAGSTAFF, AZ

Masters, Administration, May 2008
Bachelors, Journalism and Criminal Justice, December 2005

AWARDS

- Harvard Hero, 2019

CERTIFICATIONS

- SHRM Senior Certified Professional (SHRM-SCP)
- MBTI Certified Trainer
- Northern Arizona University Public Management Certificate
- Arizona Department of Education Substitute Teacher

COMMUNITY ACTIVITIES

- National Kidney Foundation (Board Member – New England Chapter; Boston Kidney Walk Chair; Top Walker Awardee, 2012-2018)
- Boston Sister Association of Greater Boston
- Boston Partners in Education
- Horizons for Homeless Children
  Project Bread – Walk for Hunger

MEMBERSHIP

- Association for the Study of Higher Education (ASHE)
- NAFSA: Association of International Educators
- National Education Association (NEA)
- Society for Human Resource Management (SHRM)
- Student Affairs Administrators in Higher Education (NASPA)

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM
To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Council on Aging
Date: March 27, 2023

I respectfully request the Honorable City Council confirm the appointment of Margaret Ivins, 177 Ashland Street, to the Melrose Council on Aging (COA) for a 2-year term set to expire on the last day of February 2025. Ms. Ivin's appointment replaces the membership of Eileen Lyle, who resigned from the COA and whose term expired on the last day of February 2022.

A highlight of Ms. Ivin's candidacy includes her many years working within the Academic Affairs Department of Harvard University as both an employee and a volunteer Academic Advisor for freshmen. Through these roles, she has demonstrated a commitment to the Harvard community and the success of the university's faculty, staff, and student body.

I am confident that Ms. Ivin's appointment to the Melrose Council on Aging will provide her with the opportunity to demonstrate an equivalent commitment to our community's population of residents aged 60 and older.

Thank you for considering Ms. Ivin's appointment to the Melrose Council on Aging.

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Application Form

Profile

Margaret
First Name

Ivins
Last Name

[redacted]
Email Address

177 Ashland Street
Home Address

Suite or Apt

Melrose
City

MA
State

02176
Postal Code

What district do you live in?

None Selected

Home: [redacted]
Primary Phone

Alternate Phone

Harvard University
Employer

Program Director
Job Title

Which Boards would you like to apply for?

Council on Aging: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I am interested in working on the Council of Aging because I have a passion for working with the elderly and I want to give back to my community. The elderly population is often overlooked and underserved, and I want to make a difference in their lives. The Council of Aging provides essential services and programs that help older adults maintain their independence, health, and quality of life. By working with the Council of Aging, I can utilize my skills and expertise to improve the lives of seniors in my community. I am excited about the opportunity to work with a team of dedicated professionals who share my passion for making a difference in the lives of older adults.

Margaret_Ivins_Resume.CV.Feb2023.docx
Upload a Resume

Demographics

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Paul Brodeur
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM
To: Melrose City Council
From: Mayor Paul Brodeur
Re: Conservation Commission Reappointment
Date: March 28, 2023

I respectfully request the Honorable City Council confirm the reappointment of Jason Jancaitis, 16 Tappan Street, to the Melrose Conservation Commission for a three-year term set to expire on the last day of February 2026.

Thank you for your consideration.

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JASON JANCAITIS, PE
PROJECT MANAGER

Professional Profile

Jason has over 20 years professional experience working on a wide range of wastewater projects for municipalities and private sector clients. Jason is experienced in wastewater treatment facility upgrades, collection system and pump stations projects from the planning stages through construction and startup. Jason is registered as a Professional Engineer in Massachusetts, Maine and New Hampshire, and as a Licensed Soil Evaluator in Massachusetts.

Related Experience

Lowell Regional Wastewater Utility, Lowell, MA – Wastewater Treatment Facility Upgrades. Managed design and construction administration of the upgrades at the Lowell Regional Wastewater Utility's Duck Island WWTF. Project includes clarifier mechanism replacement, chemical feed systems, septage receiving, sludge thickening, and associated piping and controls improvements. Develop a Request for Proposals to allow the client to preselect critical pieces of equipment. Managed preselection process, including the technical and vendor evaluation for new multi-stage blowers, clarifier equipment, rotating drum thickener, and dewatered sludge conveyors. Managed the pre-qualification of general contractors and filed sub-bid contractors in accordance with Massachusetts General Laws.

City of Haverhill, MA – Odor Control Improvements. Project Manager for the design and construction administration for odor control improvements at the Haverhill WWTF. Evaluated available technologies and developed the recommended plan for a new facility-wide odor control system. Designed chemical storage and feed system associated with the odor control project. Responsible for the design of a new biofilter which will treat 23,000 cfm of odorous air. Oversaw construction administration for the project.

City of Portsmouth, NH – Sanitary Sewer Infiltration and Inflow Study. Project Manager for investigations of the City's sanitary sewer collection system to reduce infiltration and inflow into the collection system. Project included flow isolation of 150,000 LF of sewer, smoke testing of 200,000 LF of sewer, CCTV inspection of over 50,000 LF of sewer, as well as dye testing and private property surveys. Responsible for the final report summarizing the data, which was submitted to EPA to meet the requirements of an Administrative Order. Developed a phased schedule for rehabilitation work with the City.

Town of Acushnet MA – School Pump Station Replacement. Project Manager for the replacement of an existing Gorman-Rupp suction lift pump station serving the Town's school complex. Evaluated options for improvements, developed system curve for force main, and prepared cost estimate for the project. Oversaw the development of plans and specifications for the pump station replacement. Project Manager for the project during construction administration.

City of Portland, ME – Curtis Road Pump Station Evaluation and Replacement. Project Manager for the replacement of an existing Gorman-Rupp suction lift pump station with an upgraded system. Responsible for reviewing all aspects of design,

Education

- Bachelors, Civil/Environmental Engineering, Carnegie Mellon University

Registrations

- Certified Title V Soil Evaluator - MA, SE3079
- Professional Engineer - MA, 46814
- Professional Engineer - NH, 11047
- Professional Engineer - ME, 15627

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including pump capacity analysis and sizing, and development of plans and specifications. This project was delivered using a design-build approach.

City of Portland, ME – Franklin Street Pump Station Upgrades. Project Manager for the upgrades to the Franklin Street Pump Station. This project included installation of a new channel grinder, replacement of slide gates and valves, evaluation of flow meter technologies, and upgrades to the electrical distribution system and HVAC systems. Evaluated odor control technologies for potential implementation. Managed subcontractors for hazardous materials assessment of the station. This project was delivered using a design-build approach.

Town of Tewksbury, MA – Andover Street Force Main Replacement. Project Manager for the replacement of a 6000 LF force main in a busy commercial/industrial area of Tewksbury. Evaluated existing pump station capacity and historical infiltration and inflow records. Prepared cost estimate for the project. Responsible for permitting of the project with ConComm and Mass Highway. Prepared cost estimate for the project. Project Manager during bidding and construction administration of the new force main installation.

City of Gardner, MA – Headworks Upgrade. Responsible for evaluation of screening and grit removal technology. Oversaw design of the new facility, including process and building services designs. Primary author of the Preliminary Design Report.

City of Leominster, MA – WPCF Headworks Upgrade. Oversaw design of the new building which includes a mechanical fine screen and screenings washpress, and replacement comminutors and slide gates. The new facility was built over the existing channels while maintaining WPCF flows of up to 30 MGD. Performed hydraulic analysis of flow patterns at full range of flows for this facility (1-30 MGD). This project also includes the replacement of three influent screw pumps with new higher capacity pumps to allow pumping redundancy, and construction of a new electrical room and motor control center. Responsible for contractor oversight during construction.

Town of Hudson, MA – WWTF Upgrade. Evaluated existing plant pumping and headworks systems. Designed upgrade to the plant headworks, including screening, septage handling, and aerated grit chamber. Evaluated and designed refurbishments to existing sludge and scum pumps. Designed 1,400 LF force main replacement. Served as lead project engineer during construction administration of the $14.2M project which included construction of a dissolved air flotation process for tertiary phosphorous removal. Reviewed shop drawings, payment requisitions, and change orders. Responsible for contractor oversight during construction, and start-up of the new facility, including performance testing of the new tertiary equipment.

City of Leominster, MA – Nutrient Removal Upgrades. Design of a tertiary phosphorous removal process at the Leominster WPCF. Responsible for layout, sizing, and hydraulic analysis of a new ballasted flocculation process for tertiary phosphorous removal. Evaluated existing chemical storage and pumping systems and designed upgrades. Evaluated existing buildings and processes for building code compliance. Responsible for contractor oversight during construction and start-up of the new facility.

City of Fitchburg, MA – Headworks Upgrade. Design of a headworks upgrade at Fitchburg's Easterly Wastewater Treatment Facility. Evaluated operational capabilities and lifecycle cost analysis for competing odor control technologies. Prepared preliminary design report, including basis of design for replacement screening/washpresses and conveyors. Prepared project evaluation form and State Revolving Loan Fund applications. Evaluated facility's susceptibility to flooding due to high river levels.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BRADLEY FREEMAN

39 Apple Hill Road
Melrose, Massachusetts 02176
[redacted]

The Honorable Paul Brodeur
Mayor, City of Melrose
City Hall
Melrose, MA 02176

Dear Mayor Brodeur,

Thank you for the opportunity to formally express my interest in serving on the Parks Commission in the City of Melrose. As a twelve-year resident of Melrose, with two children who participate in the programs hosted by the Parks Department and Recreation Department, I believe that I have the experience, vision and enthusiasm needed to build upon the great work and collaboration of the Parks Commission.

During my time in Melrose, I have frequently visit the City's parks to watch my children participate in sports or enjoy one of the many playgrounds, hike on our nature trails or play golf at Mount Hood. I strongly believe that having open and vibrant parks and recreation spaces are critical to fostering a welcoming and inclusive experience for residents of all ages in Melrose. As Melrose continues to experience growth, it is more important than ever that our Parks and Recreation Department offerings maintain their excellence and continue to develop new programs that meet the needs of the entire community.

I am in my fourth year on the Board of the Incarnation Baseball League, along with eighth year as a youth coach, and understand the complexities of balancing interests and demands on limited playing facilities. In addition to serving as a coach in the Inc, I have coached my son in the Recreation Department's flag football league and the winter basketball program. In doing so, I have been continually impressed by the dedication of the Department employees, as well as the commitment of the participating families, to ensuring the success of these programs.

I would welcome the opportunity to bring my perspective and experiences to the Parks Commission, as it helps the Parks Department and Recreation Department navigate the challenges and complexities of a growing City with increasing interest in the outdoors and recreational activities.

Please do not hesitate to reach out if I can provide any additional information or answer any questions.

Sincerely yours,

Bradley Freeman

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM
To: Melrose City Council
From: Mayor Paul Brodeur
Re: Parks Commission
Date: March 28, 2023

I respectfully request the Honorable City Council confirm the appointment of Bradley Freeman, 39 Apple Hill Road, to the Melrose Parks Commission, for a five-year term set to expire on the First Monday of May 2028.

Mr. Freeman is a longtime Melrose resident and active participant in our community. During his 12 years in Melrose, he has served on the Board of the Incarnation Baseball League and as a Melrose youth coach. Through these experiences, he has gained important insight into the nuances of the City's parks and recreation spaces in Melrose including our in-demand playing facilities and has gained respect and dedication to ensuring the success of the Recreation Department's programs.

I'm particularly confident that Mr. Freeman's professional experience in the field of government relations and communications will add immense value to the commission, as commissioners work together with the City to oversee the management of our public parks, squares, playgrounds, and other recreation spaces.

Thank you for your consideration.

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BRADLEY FREEMAN

39 Apple Hill Road
Melrose, Massachusetts 02176
[redacted]

WORK EXPERIENCE

Association of Independent Colleges and Universities in Massachusetts:
Vice President for Government Relations — July 2015 – present
Director of Public Policy and Advocacy — June 2012 – June 2015

- Lead all government relations activities for non-profit advocacy organization representing the public policy interests of fifty-nine private, nonprofit colleges and universities in Massachusetts
- Work closely with the AICU Mass Board of Directors and member colleges and universities to develop and implement legislative initiatives and recommend strategy to achieve policy goals
- Meet with elected and administrative officials in Boston and Washington, DC to further the public policy goals of the association and membership
- Monitor legislation and regulations to assess the impact on members and develop strategies to respond accordingly
- Prepare briefing materials and present government relations strategy plan to AICU Mass presidents and members of the government relations subcommittee
- Research, draft and deliver oral and written testimony before legislative committees on issues impacting member institutions, including efforts to impose mandatory PILOTs, taxes on endowments, efforts to increase funding for financial aid and federal research dollars and workforce development initiatives
- Develop positive legislative agenda to position AICU Mass and its members as a partner in addressing complex issues, such as workforce development, college affordability and employee retention
- Identify opportunities for AICU Mass and its members to engage with the business community and other stakeholders, and serve as a liaison to the business community and trade associations
- Serve on the executive committee of the Coalition to Preserve Nonprofit Services on behalf of AICU Mass to develop a coordinated response to efforts to impose new taxes or regulations on the nonprofit community
- Attend political events on behalf of AICU Mass membership to further relationships with elected officials in Boston and Washington, DC

O'Neill and Associates:
Associate Director — January 2012 – June 2012
Senior Account Executive, Washington /Boston — July 2008 – December 2011
Account Executive, Boston, MA — January 2008 – July 2008

- Established close working relationships with senior-level client contacts in order to manage and support federal and state accounts relating to non-profit, community relations, education, and transportation in the government relations practice area
- Developed and implemented successful federal and state strategy for appropriations and government funding on behalf of clients
- Represented client interests in meetings with members of Congress, Massachusetts Legislature, and their respective staff
- Supported clients in drafting of legislative language, appropriation requests, grant applications, and messaging points for testimony and legislative meetings
- Monitored Congressional and State House legislative schedule in relation to client interests
- Identified and pursued new business opportunities in Washington, DC and Boston, MA
- Attended political events on behalf of clients to further develop key relationships to advance client's interests
- Coordinated with fundraising committees of federal and state political candidates to plan and host fundraisers
- Provided clients with relationship marketing introductions to industry leaders and state officials to help facilitate product sales
- Served as project manager for clients, developing overall strategy and providing detailed instruction to team members to ensure that benchmarks are achieved in timely manner. This process included

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delegating responsibilities among the selected team members and maintaining oversight of all aspects of the project.

Bill Richardson for President:
New Hampshire Regional Field Director — September 2007 – January 2008
New Hampshire Field Organizer — July 2007 – September 2007
Advance and Event Volunteer — April 2007 – July 2007

- Directly responsible for vote goal and political operation in 35 cities and towns, including Concord, NH
- Built field and regional political infrastructure necessary for a campaign
- Managed paid staff and volunteers – four staff and 12 full time interns/volunteers on election day
- Recruited local and out-of-state campaign volunteers
- Coordinated volunteer activities including literature drops, neighborhood canvassing, visibilities, and event support
- Directly involved in organizing, scheduling, and advancing all state events for Governor Richardson while in New Hampshire
- Worked directly with senior staff and fellow regional field directors to coordinate campaign activities including events with Governor Richardson or surrogates, campaign-wide canvassing efforts, and voter identification outreach
- Collaborated with communications staff to craft appropriate messages and talking points for New Hampshire campaign events

The Office of Representative Alice K. Wolf:
Legislative Aide, Massachusetts House of Representatives — July 2006 – June 2007

- Drafted and tracked legislation dealing with education, transportation, and environmental reforms
- Organized neighborhood meetings with local Cambridge officials, elected officials, and state agencies to discuss issues of concern in community
- Developed comprehensive communications strategy and managed all media relations including responding to media inquiries and drafting press releases, media advisories and talking points
- Oversaw Constituent Services within the office, working with state agencies to resolve constituent cases

EDUCATION

Providence College, Providence, RI

Bachelor of Arts May 2006
Major: **Political Science**
Delivered 2006 Providence College Commencement Address
President of Class of 2006

References Available upon Request

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CITY OF MELROSE **Human Resources Department**

Polina Latta
Director
Platta@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
(P) 781-979-4146
(F) 781-979-4246

To: President Jen Grigoraitis
Melrose City Council

CC: Mayor Paul Brodeur
Patrick Dello Russo, CFO/ Auditor
Margot Fleischman, Chief of Staff

From: Polina Latta, Human Resources Director

Re: Compensation and Classification Study

Date: March 24, 2023

In FY22 the City of Melrose hired a Human Resources Services, Inc. (HRS) to perform a comprehensive classification and compensation study of approximately 70 non-union positions including department heads and staff, which has not been done since 1988. The goal of this initiative was to invest in the City's role as an employer, and modernize and standardize our pay practices for non-union Managers and staff to provide for meaningful progression and promotion while ensuring compliance with the Fair Labor Standards Act and the Mass Pay Equity Act.

The study involved updating the job descriptions, classifying positions according to a uniform point analysis standard, surveying the market of comparable municipalities as needed to determine representative rates of compensation, and developing and recommending a new compensation and classification system for the non-union group of positions.

Based on internal and external equity, the study recommended replacing the current multiple non-union plans with one consolidated compensation and classification plan for the non-union positions. The proposed pay plan supports pay equity and hierarchy based on skill and job requirements. It consists of 23 pay grades and ten steps in each grade with minimum and maximum salary and 2% between steps. HRS recommended continuing the policy on pay steps for easier maintenance and consistency of the plan. The pay ranges targeted the 75th percentile of market, which was necessary in order to remain competitive as compared to other municipalities in Massachusetts.

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This is a base salary plan and does not include compensation for stipends, cost-of living, benefits, or other compensation. For initial placement of employees within the plan, the City used the approach of placing at the step closest to but just above their current wage in order to not reduce the pay of any current employee. For employees whose salary was below the minimum of the pay range efforts were made to bring it into the range. To maintain fairness, it was recommended that should an employee salary fall above the upper limit of the range the City should maintain that salary and not reduce it.

The proposed pay structure is designed to provide appropriate compensation through the next three fiscal years. As position duties and responsibilities change over time or as new positions emerge, the consultant has furnished a tool to evaluate and measure the position against a common set of criteria in a systematic and objective manner to rank the job in the appropriate grade of the compensation structure.

In order to ensure that pay levels remain equitable and competitive the City was advised to maintain the current plan by applying cost-of-living increase across the entire compensation structure periodically, as determined by the administration, or the new compensation structure will become outdated, and the City will have difficulty recruiting talent, as we have witnessed in the past.

Therefore, we are requesting an appropriation in the amount of $167,310 (One Hundred Sixty-Seven thousand, three hundred and ten dollars) to fund a one-time salary adjustment for FY23 as recommended by the HRS compensation study. The requested appropriation is from the following accounts $159,784 from Free Cash (01-324001), $3,763 from Sewer Retained Earnings (6000-319000), $3,763 from Water – Retained Earnings (6100-319000) to various salary and wage lines as set forth herein.

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CITY OF MELROSE **Legal Department**

Shannon Phillips
City Solicitor
sphillips@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone (781) 979-4184

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MEMORANDUM

To: Paul Brodeur, Mayor
Margot Fleischmann, Chief of Staff & Director of Strategic Initiatives and Communications

cc: Polina Latta, Director of Human Resources and Labor Relations
Patrick Dello Russo, Chief Financial Officer/ City Auditor

From: Shannon Phillips, City Solicitor

Re: New Order for funding of the HRS Compensation Study

Date: March 27, 2023

I have been asked to provide this memorandum in regards to the expected submission of a new Order by your office requesting City Council to fund the HRS compensation study. Mainly, you have requested that I provide an opinion as to whether or not such a new request is legally valid and may be considered by City Council at this juncture in light of City Council's previous vote defeating a similar Order on February 6, 2023.

By way of background, previous *Order 2023-29* relative to funding the HRS compensation study first appeared on the City Council Agenda at Council's October 17, 2022 meeting. Said Order from your office requested as follows:

> *"An Appropriation in the amount of $167,310 (One Hundred Sixty-Seven thousand, three hundred and ten dollars) to fund the HRS compensation study. The requested appropriation is from the following accounts $159,784 from the Contract Stabilization fund (84042-590000), $3,763 from Sewer, Reserve for Retained Earnings (84152-590000) and $3,763 from Water, Reserve for Retained Earnings (84162-590000) to various salary and wage lines as set forth herein."*

This Order was then subsequently discussed in the Appropriations and Oversight Committee on November 7, 2022. It was then recommitted to Committee by City Council on December 19, 2022. On February 6, 2023 City Council took a full vote on this Order and the Order was defeated.

In my opinion, a new Order embodying substantially the same subject as *Order 2023-29* can be legally submitted to Council at this time for their consideration.

While City Council's Rules of Order do not allow for "any committee or member" of Council itself to introduce such an item within six months of its previous rejection, there is no rule barring the Mayor from requesting consideration of such an item. [1]

Furthermore, if there were such a rule that restricted your ability to make a communication or filing to Council based on the content/subject matter of a given Order, in my opinion this would be violative of your authority under the City Charter. Specifically, *Section 3-6(a)* of the Melrose City Charter gives you the clear authority to recommend to City Council for its consideration the passage of such measures as in your judgment the needs of the City so require.

Please do not hesitate to reach out to me directly with any questions or concerns in this regard.

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[1] See *Rules of Order Melrose City Council* (Adopted January 2023), specifically Rule 37, pg. 13.

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Implementation of Compensation Plan in FY23
Date: April 3, 2023

As you are aware, last fall I requested an appropriation from the Contract and Wage Stabilization Fund to allow the City to implement the results of the City's recent compensation study. Although periodic review and adjustment of compensation plans is a standard best practice for municipalities in Massachusetts, until last year Melrose had not done such a study in several decades. Our external compensation study, which was funded by the City Council, resulted in a recommendation of $167,310 in one-time salary adjustments for FY23 order to ensure that our pay levels remain equitable and competitive.

At this time, I am requesting that the City Council consider an appropriation from Free Cash to fund implementation of this plan. I understand there was reluctance to increase any employee pay until the teacher and paraprofessional contracts were settled. Those contracts have been settled, as have DPW, crossing guards, police patrol officers, and police superior officers (tentative agreement). There are currently no collective bargaining units out of contract. It is now time to adjust the salaries of our non-union staff, and I would like to provide some further information on why this remains an important priority.

First and foremost, the City's non-union employees are entitled to the same fairness and equity in pay that we provide for all other City employees. While the City is under no legal obligation to implement the study, the study does indicate that we are out-of-market with respect to many positions, and our employees deserve competitive salaries.

In this challenging labor market, when municipalities across the Commonwealth are experiencing extreme difficulties in recruiting and retaining qualified candidates, we simply cannot afford to lose experienced staff through attrition because our pay rates are not competitive. This is certainly true of the positions that were included in the study, many of which are unique and require specific experience, advanced degrees, and specialized knowledge. Staff turnover in these roles causes disruptions in workflow of critical projects and incurs the financial costs of recruiting and onboarding of new employees. Loss of both institutional knowledge and workplace continuity also affects employee morale.

Taking into account the feedback provided by the Council, CFO Dello Russo will be building the compensation plan into our Fiscal Year 2024 operating budget. This, however, still leaves the matter of our non-union employees' pay adjustments in Fiscal Year 2023 (retroactive to July 1, 2022) on the table. It is not good budget practice to fund a current year operating expense in a subsequent year, so we wish to avoid the situation where the Fiscal Year 2024 budget is artificially increased in order to meet this one-time cost. We are therefore requesting that the City

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Council appropriate these funds from Free Cash to make our employees whole for Fiscal Year 2023.

Not taking action to implement the compensation plan puts us even further behind our peer communities. It risks our employee's losing faith in the process with which they cooperated, and which was intended to create greater trust in the equity of their pay relative to their peers and to the regional labor market. I urge the Council to take this opportunity to fund the compensation increases recommended in the study.

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CITY OF MELROSE

AUDITOR'S OFFICE
City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4107
Fax - (781) 662-2182

PATRICK D. DELLO RUSSO
CFO/City Auditor

To: Honorable City Council
City of Melrose

From: Patrick D. Dello Russo, MBA
CFO/City Auditor

Date: March 28, 2023

Re: **Free Cash Appropriation Considerations for the remainder of the Fiscal Year.**

As the CFO/City Auditor, I submit this summary of Financial Management Strategies for the remainder of the Free Cash available for the remainder of the fiscal year. To-date: $3,423,471.07 is available of the $7,159,906 Certified.

Part I.

Reserves/Stabilization Funds & Management ($950,000)

The City of Melrose has established a number of Financially Strategic Stabilization Funds, with a collective balance just under $7.5 million dollars. This provides assurance to the community that we can meet a negative downturn in the economy or unanticipated costs, which could disrupt the delivery of services and negatively impact our operating budget at any given time within a fiscal year. There is "tremendous value here" in our collective decision to safeguard the assets of the community through the establishment of these funds. There is no greater priority from a financial perspective.

1. We have developed a **"Foundation Stabilization Fund" # 8401**, with a balance just under $3.9 million dollars. The request before you is to add the sum of $50,000 thousand dollars to this fund for a total of close to $3,95 million dollars. The City's goal is to have the Fund equate to 5% of the operating budget. In Fiscal 2023 that amount would be just over $4.7 million dollars. If approved, this would be a positive move in our efforts to reach that goal. The Massachusetts Municipal Association "best practice" includes adopting reserve funding targets of 5% or more based on the specifics of the municipal

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budget and consideration of spending and revenue risks. There is also a standing City Council Ordinance (Section 48-5) that speaks to the funding of the Stabilization Fund annually. We have also budgeted $50,000 to go into this fund as part of the standard annual operating budget request.

2. We have established a **"Contract Stabilization Fund" #8404,** with a balance of just over $882,000 thousand dollars. The request before you is to add the sum of $450,000 thousand dollars to this fund in order to insure that the city can fund negotiated collective bargaining agreements when settled, and non – union compensation obligations for example. This includes any retroactive payments relative to the respective contracts and non-union salary adjustments. To date, going into FY2024, the Fire Union is out of contract as of June 30, 2023. The target balance for this fund is $1.3 million dollars.

3. We have established a **Capital Stabilization Fund # 8405,** with a balance of just over $472,000 thousand dollars, and we seeking $100,000 dollars at this time as it mirrors our targeted amount of $550,000 at this time. Capital purchases in excess of $25,000 thousand dollars are funded from this source. This enables the city to add flexibility in addressing its' capital needs (pay as you go financing) for items that are not advantageous to issue debt on (departmental equipment, for example) and may be needed at any time during a fiscal year.

4. We have established a **Suits and Claims Stabilization Fund # 8406,** with a balance of over $496,378 thousand dollars. The city uses this fund to address costs associated with legal claims and suits that arise throughout the fiscal year. We are not seeking any funding at this time as it meets our target amount of $500,000 thousand dollars.

5. We have established a **"Special Education Stabilization Fund" #8408,** which is used to fund special education costs realized by the School Department that exceed its budgeted funds. We are requesting you to add $250,000 thousand dollars to this fund at this time. We currently have just over $502,000 thousand dollars in this fund. Our new target allocation is a standing balance of $750,000 thousand dollars given the increases in costs we are realizing.

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6. We have established a Statutory Fund under Chapter 32b, Section 20; called the **"OPEB Fund" #8407,** (Other Post Employment Benefits), with a balance of just over $1,038,000 thousand dollars. We are requesting the sum of $50,000 thousand dollars be added to this fund. The continued funding of this significant liability plays a "key" role in the determination of our Bond Rating by Standard and Poor's Rating Agency (please see most recent S & P report dated September 15, 2020). We have also incorporated a request for $50,000 thousand dollars as part of the standard annual operating budget request.

7. We have established an **"OSHA" Fund # 8409,** (Occupational Safety and Health Administration), stabilization fund with a current balance of over $204,000 thousand dollars. We are requesting the sum of $50,000 thousand dollars be added to this fund which would bring the balance to just over $250,000 thousand dollars. The City's target amount for this fund is $250,000 thousand dollars.

Part II.

Project/Program and Cost considerations ($1,158,893.48):

1. School Department Curriculum Program - $169,959.48
2. School Department Master Plan - $125,000
3. HRS Nonunion compensation plan funding - $159,784
4. DPW Tree Planting Program - $84,150
5. Radar Speed Signs and Traffic Study - $50,000
6. IT Investments in City/School Technology - $200,000
7. Accessibility and Adaptive Equipment Projects - $100,000
8. Medicare - $40,000
9. City Solicitor Liability Insurance Program - $30,000
10. HR Department - Workers Compensation - $150,000
11. Cemetery Department - $50,000

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Part III.

Open Items and Cost Considerations ($1,314,577.59):

1. Public Safety Overtime - $300,000
2. Snow & Ice Funding Contingency - $1,014,577.59

Summary Observations

Balance Information:

Part I. $ 950,000.00

Part II. $ 1,158,893.48

Part III. $ 1,314,577.59

Total: $ 3,423,471.07

In closing, it is always our intent to seek transfers to offset budgetary items that need supplemental funding such as Medicare for example, in lieu of using Free Cash Funds. The amounts represented here are estimates until a formal request is made from the Mayor to the City Council for funding. Supplemental items may be introduced, and some items may be changed in dollar scope as well as more information becomes available. In the event we do not have to use the Snow and Ice Funding Contingency, the Mayor will make an additional funding request to present to the City Council prior to the fiscal year end. The objective of this memorandum is to simply provide you with some perspective on items under consideration by the Office of the Mayor.

Cc: Honorable Mayor Paul Brodeur
Margot Fleischman, Director of Strategic Initiatives

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CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: April 3, 2023

Re: 4/3/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 4/3/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Amount	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
APPRO-2023-14 Passed 3/20/23	35,311.00	7,124,595.00	School
APPRO-2023-15 Passed 3/20/23	2,762,674.93	4,361,920.07	School
APPRO-2023-16 Passed 3/20/23	35,449.00	4,326,471.07	Elections
APPRO-2023-17 Passed 3/20/23	903,000.00	3,423,471.07	Public Safety
If APPRO-2023-19 is approved	*159,784.00*	*3,263,687.07*	*City Departments*
If APPRO-2023-20 is approved	*169,959.48*	*3,093,727.59*	*School*
If APPRO-2023-21 is approved	*125,000.00*	*2,968,727.59*	*School Facilities/Planning*

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CITY OF MELROSE

AUDITOR'S OFFICE
City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4107
Fax - (781) 662-2182

PATRICK D. DELLO RUSSO
CFO/City Auditor

To: Honorable City Council
City of Melrose

From: Patrick D. Dello Russo, MBA
CFO/City Auditor

Date: March 28, 2023

Re: **Free Cash Appropriation Considerations for the remainder of the Fiscal Year.**

As the CFO/City Auditor, I submit this summary of Financial Management Strategies for the remainder of the Free Cash available for the remainder of the fiscal year. To-date: $3,423,471.07 is available of the $7,159,906 Certified.

Part I.

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budget and consideration of spending and revenue risks. There is also a standing City Council Ordinance (Section 48-5) that speaks to the funding of the Stabilization Fund annually. We have also budgeted $50,000 to go into this fund as part of the standard annual operating budget request.

2. We have established a **"Contract Stabilization Fund" #8404,** with a balance of just over $882,000 thousand dollars. The request before you is to add the sum of $450,000 thousand dollars to this fund in order to insure that the city can fund negotiated collective bargaining agreements when settled, and non – union compensation obligations for example. This includes any retroactive payments relative to the respective contracts and non-union salary adjustments. To date, going into FY2024, the Fire Union is out of contract as of June 30, 2023. The target balance for this fund is $1.3 million dollars.

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6. We have established a Statutory Fund under Chapter 32b, Section 20; called the **"OPEB Fund" #8407,** (Other Post Employment Benefits), with a balance of just over $1,038,000 thousand dollars. We are requesting the sum of $50,000 thousand dollars be added to this fund. The continued funding of this significant liability plays a "key" role in the determination of our Bond Rating by Standard and Poor's Rating Agency (please see most recent S & P report dated September 15, 2020). We have also incorporated a request for $50,000 thousand dollars as part of the standard annual operating budget request.

7. We have established an **"OSHA" Fund # 8409,** (Occupational Safety and Health Administration), stabilization fund with a current balance of over $204,000 thousand dollars. We are requesting the sum of $50,000 thousand dollars be added to this fund which would bring the balance to just over $250,000 thousand dollars. The City's target amount for this fund is $250,000 thousand dollars.

Part II.

Project/Program and Cost considerations ($1,158,893.48):

1. School Department Curriculum Program - $169,959.48
2. School Department Master Plan - $125,000
3. HRS Nonunion compensation plan funding - $159,784
4. DPW Tree Planting Program - $84,150
5. Radar Speed Signs and Traffic Study - $50,000
6. IT Investments in City/School Technology - $200,000
7. Accessibility and Adaptive Equipment Projects - $100,000
8. Medicare - $40,000
9. City Solicitor Liability Insurance Program - $30,000
10. HR Department - Workers Compensation - $150,000
11. Cemetery Department - $50,000

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Part III.

Open Items and Cost Considerations ($1,314,577.59):

1. Public Safety Overtime - $300,000
2. Snow & Ice Funding Contingency - $1,014,577.59

Summary Observations

Balance Information:

Part I. $ 950,000.00

Part II. $ 1,158,893.48

Part III. $ 1,314,577.59

Total: $ 3,423,471.07

In closing, it is always our intent to seek transfers to offset budgetary items that need supplemental funding such as Medicare for example, in lieu of using Free Cash Funds. The amounts represented here are estimates until a formal request is made from the Mayor to the City Council for funding. Supplemental items may be introduced, and some items may be changed in dollar scope as well as more information becomes available. In the event we do not have to use the Snow and Ice Funding Contingency, the Mayor will make an additional funding request to present to the City Council prior to the fiscal year end. The objective of this memorandum is to simply provide you with some perspective on items under consideration by the Office of the Mayor.

Cc: Honorable Mayor Paul Brodeur
Margot Fleischman, Director of Strategic Initiatives

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: April 3, 2023

Re: 4/3/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 4/3/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Amount	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
APPRO-2023-14 Passed 3/20/23	35,311.00	7,124,595.00	School
APPRO-2023-15 Passed 3/20/23	2,762,674.93	4,361,920.07	School
APPRO-2023-16 Passed 3/20/23	35,449.00	4,326,471.07	Elections
APPRO-2023-17 Passed 3/20/23	903,000.00	3,423,471.07	Public Safety
If APPRO-2023-19 is approved	*159,784.00*	*3,263,687.07*	*City Departments*
If APPRO-2023-20 is approved	*169,959.48*	*3,093,727.59*	*School*
If APPRO-2023-21 is approved	*125,000.00*	*2,968,727.59*	*School Facilities/Planning*

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MELROSE PUBLIC SCHOOLS

DATE: March 28, 2023

TO: Honorable Paul Brodeur, Mayor, Honorable Melrose City Council

Cc: Patrick Dello Russo, Chief Financial Officer, and Melrose School Committee

FROM: Ken Kelley, *Director of Finance and Administrative Affairs*

RE: FY23 MPS Free Cash request for curriculum materials

The District is respectfully requesting that the Mayor and City Council consider the following funding appropriation request for the Melrose Public Schools (MPS):

MPS has purchased and started installing the myView Literacy curriculum, published by Savvas, at the elementary level this school year. This is a multi-year purchase, and the second payment installment of $169,959.48, is due in June 2023. The below request will greatly assist the district in continuing the implementation of this literacy curriculum district wide.

Thank you for your consideration.

Transfer In Account: 1905
Second installment payment to Savvas for myView curriculum: $169,959.48

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

MELROSE PUBLIC SCHOOLS

DATE: March 28, 2023

TO: Honorable Paul Brodeur, Mayor, Honorable Melrose City Council

Cc: Patrick Dello Russo, Chief Financial Officer, and Melrose School Committee

FROM: Ken Kelley, *Director of Finance and Administrative Affairs*

RE: FY23 MPS Free Cash request for curriculum materials - updated March 30, 2023

The District is respectfully requesting that the Mayor and City Council consider the following funding appropriation request for the Melrose Public Schools (MPS):

MPS has purchased and started installing the myView Literacy curriculum, published by Savvas, at the elementary level this school year. This is a multi-year purchase, and the second payment installment of $169,959.48, is due in June 2023. Please see the myView program update enclosed below for your reference. The below request will greatly assist the district in continuing the implementation of this literacy curriculum district wide.

Thank you for your consideration.

Transfer In Account: 1905
Second installment payment to Savvas for myView curriculum: $169,959.48

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MELROSE PUBLIC SCHOOLS

📚 MyView Implementation Report - March 24, 2023

Summary

What follows is a high level overview of this year's Savvas MyView implementation thus far. While we are still learning about the program, overall, we are seeing success both with the use of the materials themselves and with the progress that students are making as evidenced by recent data team meetings and benchmark assessments.

In grades K-3 nonsense reading fluency, from the fall administration of the assessment to the winter, the percentage of students meeting or exceeding grade level benchmarks (Tier 1) increased from 63.82% to 87.57%, while the percentage of students at risk (Tier 3) decreased from 11.3% to 2.81%. These results indicate that the majority of students are able to decode grade level words based on phonics patterns. Daily phonics instruction is a routine part of the *MyView* literacy program in all grades. This data suggests that the repeated daily routine is supporting the growth in DIBELS nonsense-word fluency, words read correctly assessment.

In grades 1-5 in oral reading fluency, from the fall administration of the assessment to the winter, the percentage of students meeting or exceeding grade level benchmarks (Tier 1) increased from 75.55% to 89.07%. While the percentage of students at risk (Tier 3) decreased from 13.21% to 5.31%. Daily instruction using the MyView Literacy program supports oral reading fluency in multiple ways. Students are able to hear modeled fluent reading frequently from their teacher and then are given opportunities to practice reading with a partner.

Materials Status

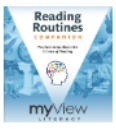
From late summer into early fall there were significant challenges with the receipt of materials. We were notified that subcontractors had been hired to package and ship materials from the warehouse and reliability was not consistent. We received boxes with packing slips that did not match what was inside, we were sent materials from another program, and we even received a shipment that was labeled to be sent to a school in Florida. Frustration was at an all time high as the school year began and many student consumables still had not arrived. As quickly as possible we instituted work-arounds, including photocopying consumable materials with permission from the publisher, and using hardcover consumables while we awaited the paperback style workbooks. By mid-October, all materials had finally arrived and in most classrooms, implementation was underway with fidelity. Here is a cataloged list of what we have received for each classroom space:

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MELROSE PUBLIC SCHOOLS

myView Literacy Resources

Component	Image	Notes	Component	Image	Notes
Student Interactive (K-5)		K-1 (5 books - 1 per unit) Grades 2-5 (vol 1 and 2)	Teacher's Edition (K-5)		5 Teacher's Editions (1 per unit) for each classroom teacher
Leveled Readers (K-5)		one library per classroom (usually comes in 2 boxes)	Leveled Reader Teacher's Guide (K-5)		one per classroom teacher
Trade Books (K-5)		5 different titles; one shrink-wrapped bundle for every student	Small Group Guide (K-5)		one per classroom teacher
Foundational Skills Kit (K-2)		one kit per classroom, K-2 Includes: Alphabet Cards, Decodable Readers, High-Frequency Word Cards, Letter Tiles, Picture Word Cards, Sound Spelling Cards (Grades 1-2)	Dual Language Educators' Implementation Guide (K-5)		one per classroom teacher
Big Book of Songs and Poems (K-1)		grades K-1	Big Books (K)		K only

Component	Image	Notes	Component	Image	Notes
myFocus Intervention Teacher's Guide (K-5)		one per classroom teacher	myFocus Reader (1-5)		one pkg (of 6) per classroom teacher
Assessment Guide (K-5)		one per classroom teacher	Progress Check Ups (K-5)		one per classroom teacher
Cold Reads for Fluency and Comprehension (1-5)		one per classroom teacher	Summative Assessments (K-5)		one per classroom teacher
Language Awareness Handbook (K-5)		one per classroom teacher	Reading Routines Companion (K-5)		one per classroom teacher

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MELROSE PUBLIC SCHOOLS



Classroom at a Glance: Digital Resources

Intervention Support	ELL Support	Writing Support	Additional Digital Resources
• myFocus Reader Online Teacher Support	• Language Awareness Handbook	• Writing Workshop Minilessons	• Extension Activities Online Student Resources
Foundational Skills	**Handwriting Support**	• Writing Workshop Minilessons Student Practice	• Interactive Read Aloud Trade Book Lessons
• Phonics/Word Study Online Student Resources	• Handwriting Practice Online Student Resources	• Writing Workshop Conference Notes Template Online Student Resources	• Language and Conventions Online Student Resources
• High-Frequency Word Cards	• Handwriting Models	• Writing Workshop Student Feedback Template Online Student Resources	• Spelling Online Student Resources
		• Writing Assessments	• Project-Based Inquiry Rubrics
		• Writing Assessment Rubrics	• Leveled Research Articles (Grades 1-5)
		• Performance-Based Writing Assessments (Grades 2-5)	• Weekly Standards Practice PowerPoints® (Grades 2-5)
			• Think About It Interactives (Grades 3-5)

Professional Development

Thus far this year, Savvas has been on site for summer PD for staff and virtual during curriculum meeting times. After a couple of earlier sessions that did not meet our needs, we pulled our full day PD on November 8th in house and the PD was led by MaryAnn Barriss, Sue Jones and Mel Acevedo. We then attended a user group meeting and raised our concerns to the Head of PD at Savvas. Following that meeting, we had multiple sessions scheduled in order to collaboratively design future curriculum meeting sessions. There were subsequently two sessions that addressed the writing component of the MyView curriculum and one session where staff could choose between the following presentations: *Project-Based Inquiry in MyView, Small Group Resources in MyView or Foundational Skills, The Science of Reading in MyView.*

Future Professional Development Offerings

Our next PD opportunity will include on site embedded days where Savvas trainers will engage in model lessons, provide planning support, and work directly with our instructional coaches. In addition, two neighboring districts - North Reading and Arlington - have reached out to us to come and observe lessons in action. This speaks to our teachers' commitment to implementation with fidelity and I am excited we will be able to offer our support as other districts navigate their curriculum journey. We have also been asked to star in some Savvas training videos!

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MELROSE PUBLIC SCHOOLS

Long Term Visioning

In addition to continued, targeted PD, observations and support through the instructional coaches, and an expansion of the use of the materials to include all supporting elements as well as the project based inquiry in each unit, we also look forward to drawing more explicit cross curricular connections. Many of the anchor texts are non-fiction and often in the realm of science or social studies. We hope to therefore work with our 6-12 directors of science and social studies on how to best capitalize on those connections and grow more robust science and social studies lessons that are tied to the literacy anchor for the unit. In addition, our Literacy Task Force will be well underway as we enter the FY24 school year, and reviewing the components of the MyView program - through a records review and classroom observations - will be a high priority on their list of tasks.

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CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: April 3, 2023

Re: 4/3/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 4/3/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Amount	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
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APPRO-2023-15 Passed 3/20/23	2,762,674.93	4,361,920.07	School
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If APPRO-2023-20 is approved	*169,959.48*	*3,093,727.59*	*School*
If APPRO-2023-21 is approved	*125,000.00*	*2,968,727.59*	*School Facilities/Planning*

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CITY OF MELROSE

AUDITOR'S OFFICE
City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4107
Fax - (781) 662-2182

PATRICK D. DELLO RUSSO
CFO/City Auditor

To: Honorable City Council
City of Melrose

From: Patrick D. Dello Russo, MBA
CFO/City Auditor

Date: March 28, 2023

Re: **Free Cash Appropriation Considerations for the remainder of the Fiscal Year.**

As the CFO/City Auditor, I submit this summary of Financial Management Strategies for the remainder of the Free Cash available for the remainder of the fiscal year. To-date: $3,423,471.07 is available of the $7,159,906 Certified.

Part I.

Reserves/Stabilization Funds & Management ($950,000)

The City of Melrose has established a number of Financially Strategic Stabilization Funds, with a collective balance just under $7.5 million dollars. This provides assurance to the community that we can meet a negative downturn in the economy or unanticipated costs, which could disrupt the delivery of services and negatively impact our operating budget at any given time within a fiscal year. There is "tremendous value here" in our collective decision to safeguard the assets of the community through the establishment of these funds. There is no greater priority from a financial perspective.

1. We have developed a **"Foundation Stabilization Fund" # 8401**, with a balance just under $3.9 million dollars. The request before you is to add the sum of $50,000 thousand dollars to this fund for a total of close to $3,95 million dollars. The City's goal is to have the Fund equate to 5% of the operating budget. In Fiscal 2023 that amount would be just over $4.7 million dollars. If approved, this would be a positive move in our efforts to reach that goal. The Massachusetts Municipal Association "best practice" includes adopting reserve funding targets of 5% or more based on the specifics of the municipal

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budget and consideration of spending and revenue risks. There is also a standing City Council Ordinance (Section 48-5) that speaks to the funding of the Stabilization Fund annually. We have also budgeted $50,000 to go into this fund as part of the standard annual operating budget request.

2. We have established a **"Contract Stabilization Fund" #8404,** with a balance of just over $882,000 thousand dollars. The request before you is to add the sum of $450,000 thousand dollars to this fund in order to insure that the city can fund negotiated collective bargaining agreements when settled, and non – union compensation obligations for example. This includes any retroactive payments relative to the respective contracts and non-union salary adjustments. To date, going into FY2024, the Fire Union is out of contract as of June 30, 2023. The target balance for this fund is $1.3 million dollars.

3. We have established a **Capital Stabilization Fund # 8405,** with a balance of just over $472,000 thousand dollars, and we seeking $100,000 dollars at this time as it mirrors our targeted amount of $550,000 at this time. Capital purchases in excess of $25,000 thousand dollars are funded from this source. This enables the city to add flexibility in addressing its' capital needs (pay as you go financing) for items that are not advantageous to issue debt on (departmental equipment, for example) and may be needed at any time during a fiscal year.

4. We have established a **Suits and Claims Stabilization Fund # 8406,** with a balance of over $496,378 thousand dollars. The city uses this fund to address costs associated with legal claims and suits that arise throughout the fiscal year. We are not seeking any funding at this time as it meets our target amount of $500,000 thousand dollars.

5. We have established a **"Special Education Stabilization Fund" #8408,** which is used to fund special education costs realized by the School Department that exceed its budgeted funds. We are requesting you to add $250,000 thousand dollars to this fund at this time. We currently have just over $502,000 thousand dollars in this fund. Our new target allocation is a standing balance of $750,000 thousand dollars given the increases in costs we are realizing.

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6. We have established a Statutory Fund under Chapter 32b, Section 20; called the **"OPEB Fund" #8407,** (Other Post Employment Benefits), with a balance of just over $1,038,000 thousand dollars. We are requesting the sum of $50,000 thousand dollars be added to this fund. The continued funding of this significant liability plays a "key" role in the determination of our Bond Rating by Standard and Poor's Rating Agency (please see most recent S & P report dated September 15, 2020). We have also incorporated a request for $50,000 thousand dollars as part of the standard annual operating budget request.

7. We have established an **"OSHA" Fund # 8409,** (Occupational Safety and Health Administration), stabilization fund with a current balance of over $204,000 thousand dollars. We are requesting the sum of $50,000 thousand dollars be added to this fund which would bring the balance to just over $250,000 thousand dollars. The City's target amount for this fund is $250,000 thousand dollars.

Part II.

Project/Program and Cost considerations ($1,158,893.48):

1. School Department Curriculum Program - $169,959.48
2. School Department Master Plan - $125,000
3. HRS Nonunion compensation plan funding - $159,784
4. DPW Tree Planting Program - $84,150
5. Radar Speed Signs and Traffic Study - $50,000
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7. Accessibility and Adaptive Equipment Projects - $100,000
8. Medicare - $40,000
9. City Solicitor Liability Insurance Program - $30,000
10. HR Department - Workers Compensation - $150,000
11. Cemetery Department - $50,000

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Part III.

Open Items and Cost Considerations ($1,314,577.59):

1. Public Safety Overtime - $300,000
2. Snow & Ice Funding Contingency - $1,014,577.59

Summary Observations

Balance Information:

Part I. $ 950,000.00

Part II. $ 1,158,893.48

Part III. $ 1,314,577.59

Total: $ 3,423,471.07

In closing, it is always our intent to seek transfers to offset budgetary items that need supplemental funding such as Medicare for example, in lieu of using Free Cash Funds. The amounts represented here are estimates until a formal request is made from the Mayor to the City Council for funding. Supplemental items may be introduced, and some items may be changed in dollar scope as well as more information becomes available. In the event we do not have to use the Snow and Ice Funding Contingency, the Mayor will make an additional funding request to present to the City Council prior to the fiscal year end. The objective of this memorandum is to simply provide you with some perspective on items under consideration by the Office of the Mayor.

Cc: Honorable Mayor Paul Brodeur
Margot Fleischman, Director of Strategic Initiatives

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DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: eproakis@cityofmelrose.org

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

MEMORANDUM

Date: April 27, 2023

To: Mayor Paul Brodeur

From: Elena Proakis Ellis, Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
Jim Troup, Deputy Director Admin & Finance
Vonnie Reis, City Engineer

Subject: Water and Sewer Enterprise Funds – Free Cash Request2

The City has recently opened bids for two important contracts for capital improvements in our water and sewer systems. For each of these contracts, we are requesting a free cash appropriation to allow us to sign the contracts for the full amount of the bids, including all additive alternates. The details are described below.

2023 Water Main Improvement Contract
Each year, the DPW Engineering Division bids and oversees a water main replacement project. This project is part of our "Multi-year Roadway and Utility Replacement Program" and typically focuses on streets where we have water main replacement needs along with roadway improvement needs. As part of this program, we also have National Grid replace any cast iron gas mains and services with plastic.

At this time, we are ready to perform water main replacement on the following streets that National Grid has either completed or is in the process of completing:

1. Trenton Street at the triangle with Washington Street, to replace a small section of substandard (2") water main with significant pressure problems
2. Nowell Road, and Henry Ave. from Highland to Nowell
3. Henry Ave. from Richardson Road to Nowell
4. Reading Hill Ave.
5. Sewall Woods Road

Based on construction cost estimates and available funds, we determined that we could perform items #1 and #2 from this list as our "base bid" for our 2023 Water Main Improvements Project. Given construction market uncertainty, we bid #3 and #4 as "additive alternates." We concluded that item #5 would need to be bid during the 2024 construction season, as it exceeded all possible funding sources. The low bidder's prices were as follows:

Base Bid (Items #1 and #2): $757,626.90
Add Alternate A (Item #3): $164,479.05
Add Alternate B (Item #4): $344,438.35

We are hereby requesting $440,000 of retained earnings from the Water Enterprise Fund to supplement our MWRA loans and applicable operating budget line items, to allow us to award the complete contract to construct items #1 through #4 during the 2023 construction season. Nowell Road and Reading Hill Avenue, in particular, have been ranked in "poor" roadway condition for several years, and we do not want to delay our ability to pave these roads in 2024. This supplemental funding will allow us to complete these projects and prepare these roadways for paving next construction season.

Sewer Pump Station Generators
In FY22, the City Council approved $400K of retained earnings to design and construct backup power generators at the Upham and Fellsway Sewer Pump Stations, which are the largest two sewer pump stations in Melrose. These stations do not presently have functioning backup power. We hired BETA Group to design the stations at a cost of $82,950, which includes construction administration.

Given that the generator installation would involve significant site disruption, we included additive alternates to replace the fencing at both stations at the completion of construction and to perform final landscaping to screen the generators. There are economies of scale in performing this work simultaneously with the generator project.

We recently opened bids, and the low bid was as follows:

Base Bid (generators and appurtenances): $416,750
Add Alternate A (fencing at Fellsway station): $33,000
Add Alternate B (fencing at Upham Station): $58,850
Add Alternate C (landscaping/screening): $10,000

Our recommendation is to complete the entire scope, including Add Alternates A, B, and C. The total cost of the project, including design and construction administration, is $601,550. In order to carry a construction contingency of approximately 5%, we are hereby requesting $230,000 from retained earnings in the Sewer Enterprise Fund.

We respectfully request your consideration of both of these retained earnings allocations. Thank you.

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DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Vonnie Reis, P.E.
City Engineer

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: VReis@cityofmelrose.org

MEMORANDUM

To: Melrose City Council

From: Vonnie Reis, City Engineer

cc: Mayor Paul Brodeur
Elena Proakis Ellis, Director of Public Works
Patrick Dello Russo, City Auditor & CFO
Kathryn Armada, Treasurer Collector
James Troup, Assistant Director of DPW Finance and Administration

Date: March 14, 2023

Re: Request to Authorize MWRA I/I Program Funding – Phase 12

The MWRA Sewer System I/I Local Financial Assistance Program assists MWRA communities with the rehabilitation and replacement of existing sewer lines, manholes and services to reduce the inflow and infiltration of ground water and rain water. The program goals are to reduce the inflow and infiltration of water into the City sewer system, therefore reducing the City's sewer discharge assessment rate, mitigating sewer surcharges and overflows during heavy rain events, and minimizing the seepage of sewage into the ground. Under Phase 12 of the program, the City has $119,000 remaining that has not been appropriated. The funding is distributed as 75% grant and 25% zero interest loan.

The balance of Phase 12 funding will be used to continue work to identify and remove I/I. Previous work conducted by the DPW included metering, flow isolation, smoke testing, and CCTV to identify and quantify sources of I/I in the sewer system; and rehabilitation of pipes using cured-in-place-pipe (CIPP) lining and replacement of leaking manhole covers. These Phase 12 funds will be used for a pipeline rehabilitation project that will employ both trenchless CIPP and open cut methods to remove I/I from the system.

Water and sewer debts scheduled to be retired in FY24 and FY25 will coincide with the borrowing under this program. Therefore, the impact of the 0% interest loan ($29,750) to be repaid over 10 years will not have an impact on the water and sewer rates.

A positive vote is required before the DPW can apply for and access the grant funds and interest-free loan from MWRA.

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Business Name	Location	Owner
RJM Motors Sales and Service	448 Franklin St	Ronald Wu

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Expiration Date

December 31, 2023

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

James Troup
Assistant Director – Administration & Finance

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: jtroup@cityofmelrose.org

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

From: James Troup, Assistant DPW Director – Administration and Finance

cc: Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant City Auditor
Margot Fleischman, Director of Strategic Initiatives
Elena Proakis Ellis, DPW Director
Jay McNeil, Facilities Manager

Date: April 11, 2023

Re: FY2023 Free Cash Appropriation for Franklin School Window Replacement

In collaboration with the City of Melrose School Department, the Department of Public Works requests your consideration for an appropriation of $300,000.

The window bays at the Franklin School have long exceeded their useful life. In April 2023, Phase I of the window replacement will take place and address the most critical of conditions. The selected contractor will perform the work over the April vacation week and while the school is vacant. Phase II is planned to take place over the summer break and will address 5 bays (10 windows). Plans to accommodate the summer programs are already under consideration in anticipation of this critical project. The remaining windows at the school will continue to be part of our Capital Improvement Plan for future capital funding.

The full scope of the work includes the replacement of 5 bays (10 windows), industry testing (heat, water, air, structural), and required masonry in the general area of the windows. The scope also includes an allowance for additional work that may be required and for conditions that are currently unforeseen. The selected vendor performs this work under the State TRD01 Contract. The project schedule considers current industry lead times for materials and ensures completion of this project ahead of the 2023-34 School Year.

Thank you very much for your consideration on this project and this much needed investment in our School Buildings.

Feel welcome to contact us with any further questions.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

13

Proposal

76221

Date: 03/31/2023

Suburban Glass & Mirror, Inc
60 Powdermill Rd. Acton, MA. 01720

Billed To: City of Melrose
DPW City Yard
72 Tremont St
Melrose MA 02176

Job # 32662
Project: 16 Franklin St
Franklin School Sumer Window Replaceme
Melrose MA
Jay McNeil
781-665-0142

This quote is valid until: 05/01/2023

Scope:

We will supply materials and labor to remove and replace (5) bays (10 windows) at the Franklin School on the various floors. We will use an aerial lift to access the areas, we will then have an abatement company set up protection and remove the windows, frames, and surrounding caulking as needed. We will then have a hygienist clear the area and dispose of the materials off site per code. We will then furnish and install the new windows. New windows to be: Universal Windows to match mock up windows. Windows to be 550 series, sub sill, ultralift balances, pole operated lock. There will be an uneven orientation (2/3 fixed and 1/3 operable). (3) pieces per opening with the (2) ends having operable windows and the middle being fixed. Finish will be dark bronze. Glass to be double glazed low-e and argon tempered safety glass. The operable windows will have half screens with charcoal fiberglass mesh. We will caulk the exterior of the window with Dow 795 structural silicone and then install wood trim or break metal where required on the interior of the frame.

Note: Lead time for windows is approx. 8 weeks from time of order. No testing figured at this time (see additional pricing for testing). No permits or bonds figured at this time. If a permit is required, it will be the cost of the permit plus $1,000.00.

Excludes: Off hour work, unforeseen conditions, accidental damage to landscaping, permits and bonds.

Labor: $49,210.00
Materials: $179,430.00

Work to be performed under state contract TRD01. Prevailing wage rates apply.

Exclusions to bid:
Unforeseen conditions, off hour work, permits, bonds, hazardous removal, testing

Suburban glass and mirror co. Inc. Is not responsible for accidental damage to customer's glass in the removal, transport, storage or install of said items.
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this price. Owner to carry fire, tornado, and other necessary insurance.
Our workers are fully covered by workman's compensation insurance.
This price is valid for thirty (30) days.

Total	**228,640.00**

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Proposal

76222

Date: 03/31/2023

Suburban Glass & Mirror, Inc
60 Powdermill Rd. Acton, MA. 01720

Billed To: City of Melrose
DPW City Yard
72 Tremont St
Melrose MA 02176

Job # 32663
Project: 16 Franklin St
Franklin School Re-pointing
Melrose MA
Jay McNeil
781-665-0142

This quote is valid until: 05/01/2023

Scope:

We will supply materials and labor to repoint several miscellaneous areas around the building as shown during our walk thru. We will use an aerial lift to access the areas. We will saw cut out the damaged mortar joints, clean and prep the areas, and replace with new S type mortar. This price is based upon 1000 lineal feet of pointing replacement.

Note: these are best effort repairs, no waterproofing, structural work figured

Excludes: off hour work, unforeseen conditions, structural work

Base Price: $18,600.00

Alternate: Each additional lineal foot over the allowed 1000 feet. Minimum 5 lineal feet per area
Add to base price per foot: $20.40

Work to be performed under state contract TRD02. Prevailing wage rates apply.

Exclusions to bid:
Unforeseen conditions, off hour work, permits, bonds, hazardous removal, testing

Suburban glass and mirror co. Inc. Is not responsible for accidental damage to customer's glass in the removal, transport, storage or install of said items.
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this price. Owner to carry fire, tornado, and other necessary insurance.
Our workers are fully covered by workman's compensation insurance.
This price is valid for thirty (30) days.

Total	**18,600.00**

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Proposal

76228

Date: 03/31/2023

Suburban Glass & Mirror, Inc
60 Powdermill Rd. Acton, MA. 01720

Billed To: City of Melrose
DPW City Yard
72 Tremont St
Melrose MA 02176

Job # 32668
Project: 16 Franklin St
Testing of franklin school windows
Melrose MA
Jay McNeil
781-665-0142

This quote is valid until: 05/01/2023

Scope:

We will supply materials and labor to perform job specific testing on the windows per the mock up. Testing will be performed off site. Testing to be performed: Air, water, structural. We will provide a monitor test report once completed.

Thermal testing not figured in pricing at this time (waiting on pricing back). For budget purposes figured the total for testing including thermal testing to be $20,000.00.

Price below is all testing less thermal.

Excludes: off hour work, unforeseen conditions and thermal testing.

Work to be performed under state contract TRD01. Prevailing wage rates apply.

Exclusions to bid:
Unforeseen conditions, off hour work, permits, bonds, hazardous removal, testing

Suburban glass and mirror co. Inc. Is not responsible for accidental damage to customer's glass in the removal, transport, storage or install of said items.
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this price. Owner to carry fire, tornado, and other necessary insurance.
Our workers are fully covered by workman's compensation insurance.
This price is valid for thirty (30) days.

Total	**16,875.00**

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

SOLDIERS & SAILORS
MEMORIAL BUILDING

590 Main Street
Melrose, Massachusetts 02176
Telephone (781) 979-4185
www.melrosememorialhall.com

KATHY PIGOTT-BRODEUR
Executive Director/Operations Manger
Kpigottbrodeur@cityofmelrose.org

MEMORANDUM

TO: Margot Fleischman
CC: Patrick Dello Russo
FR: Kathy Pigott-Brodeur, Executive Director/Operations Manager, Memorial Hall
DATE: April 10, 2023
RE: Free Cash Request

Margot:

As per my email, Memorial Hall needs repairs to the pipes and pump replacement on the boilers.

Vendor	org/obj	Request	Item
West Mechanical	016932-551072	$12, 310.00	repair to Boiler pipes and pumps*

*Quote attached with details of repairs

This work will be completed by the HVAC service contractor West Mechanical. Please include this in the Free Cash Request to the City Council.

Thank you,

Kathy P-B

Kathy Pigott-Brodeur
Executive Director, Soldiers and Sailors Memorial Building (Melrose Memorial Hall)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

WEST Mechanical, Inc.
P.O. Box 2627, Westwood, MA 02090
Tel. (781) 461- 9520
Fax (781)461-9522

Master Plumber's Lic. No. 7386
Refrigeration Contractor's Lic. No. 1517
Master Pipefitter's Lic. No. 547
Sprinkler Contractor's Lic. No. 422

PROPOSAL

TO:	**JOB NAME/LOCATION:**	**DATE**:
Memorial Hall 590 Main St Melrose, MA	Repair Boiler Piping	1/13/2023

We are pleased to provide you with our proposal to replace the leaking circulator pump and repair piping on the boilers, at the above referenced location.

Our price includes the following:

- Disconnect pump and piping on boilers
- Furnish and install (1) ¼ hp Armstrong circulator pump
- Provide new piping, valves, and fittings from new pump to boilers
- Insulate new piping
- Reconnect wiring on pump
- Leak test and fill
- Start-up boilers

Currently, the pump is in stock at this time.

WE PROPOSE hereby to furnish material and labor-complete in accordance with the above specifications, for the sum of:

$12,310.00
Twelve Thousand Three Hundred Ten Dollars

Payment to be made as follows:

WITHIN 30 DAYS OF INVOICE DATE

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Workers' Compensation Insurance. Note: This proposal may be withdrawn if not accepted within 30 days.
Disclaimer: Any and all legal costs and/or related fees due to collection efforts will be at the customer's expense.

Signature _____
WEST MECHANICAL, INC.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Council on Aging
Date: April 10, 2023

I respectfully request the Honorable City Council confirm the appointment of Ellen Cobau, 79 Otis Street, to the Melrose Council on Aging for a three-year term set to expire on the last day of February 2026. Ms. Cobau's appointment replaces that of Nancy Messina, whose term expired on the last day of February 2023.

Ms. Cobau's current capacity as a nurse at Mass General Hospital and previous experience as the public health nurse for the City of Melrose has prepared her to be a natural health and education resource to our community's older adults via her service to the Melrose Council on Aging.

In addition, Ms. Cobau has shown special interest in areas of health and safety of older adults, as made evident in the development of a webinar about preventing falls as well as her strong interest in social determinants of health.

Thank you for your consideration.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Application Form

Profile

Ellen — First Name
M — Middle Initial
Cobau — Last Name

[redacted] — Email Address

79 Otis St. — Home Address
Suite or Apt

Melrose — City
MA — State
02176 — Postal Code

What district do you live in?

- [x] District 3

Mobile: [redacted] — Primary Phone
Home: [redacted] — Alternate Phone

Mass General Hospital — Employer
Nurse Case Manager — Job Title

Which Boards would you like to apply for?

Council on Aging: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

As a nurse I am very much interested in the social determinants of health. These are the conditions in the environments where people are born, live, work, play, worship and age that affect a wide range of health, functioning, and quality of life outcomes. The Council on Aging (COA), with its mission of connecting older adults with resources to positively impact their lives, is well-poised to make Melrose a good place not just to age in place but to thrive in place!! As a Board Member of COA, I would utilize the depth and breadth of my healthcare experience & knowledge to work with the Board on needs assessment, advocacy, and outreach so all will age well in Melrose. Please consider my application. thank you

Resume_2023.docx
Upload a Resume

Demographics

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Ellen M. Cobau, RN
79 Otis St.
Melrose, MA 02176

Experience

Massachusetts General Hospital, Case Management
Nurse Case Manager, 2011-Present
Facilitate safe and effective discharge plans for medical and surgical patients. In collaboration with the multidisciplinary team, monitor patient progress and intervene as appropriate to ensure that the plant of care is patient-focused, high quality, efficient and cost-effective

City of Melrose, Health Department
Public Health Nurse, 2008-2011 & 2020
Investigated and instituted measures to prevent and contain communicable diseases in the City of Melrose and the Town of Wakefield. Responsible for management and distribution of state-issued vaccine; this included managing the distribution of vaccine during the Pandemic H1N1 Influenza 2009. Aided the Melrose Health Department during COVID-19 with contact tracing efforts to ensure compliance with Department of Public Health's Community Tracing Collaborative.

Hallmark Health VNA and Hospice
Weekend Telemonitor Nurse, 2008-2011
Monitored the clinical health of patients via assessment data transmitted into a web-based system. Intervened as appropriate.

Hallmark Health (Melrose-Wakefield Hospital), Department of Nursing
Staff Nurse 2003-2008
Managed the nursing care of medical-surgical patients in a fast-paced acute setting.
Served as unit preceptor and AHA CPR Instructor.

Education

Salem State University: Master of Science in Nursing, 2013
Regis College/LMH Collaborative ASN: Associate of Science in Nursing, 2003
Emory University: Master of Physical Therapy, 1986
Fairfield University: Bachelor of Science in Biology, 1984

Professional Interest

Presented research "Nurse Facilitated Telemonitoring: Impact on Heart Failure Outcomes"
Developed and presented webinar "Falls Prevention" MGH 2013
Strong interest in Social Determinants of Health

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

PLACEMAKING RESUME

ROBERT S. TULLIS

Formerly: Sr. VP & Director of Design, GID Development



Robert Tullis is a licensed architect who has practiced at his own firm and others in Boston for over forty years. For thirteen years he was a Vice President at Elkus Manfredi Architects, New England's largest architectural firm. He migrated to real estate development in 2008 and was Senior Vice President and Director of Design at the General Investment & Development Companies (GID), where he oversaw all design aspects of the GID Development Group's multifamily and mixed-use projects. He retired in September 2022.

Mr. Tullis has been involved in or directed the design of a number of well known mixed-use projects that feature placemaking as an essential component; including University Park at MIT in Cambridge MA, The Grove at Farmer's Market in Los Angeles CA, Americana at Brand in Glendale CA, and BelMar in Lakewood CO. He masterplanned and directed the design teams involved in GID's Regent Square Houston, High Street Atlanta, and Waterline Square Manhattan mixed-use projects. In his travels to U.S. cities and during his trips to Europe; he observes and photographs the distinctive places these cities are known for and cites them in his work.

Mr. Tullis was chair of the Boston Society of Architects' Placemaking Network for ten years; and developed and taught a Placemaking course at the Boston Architectural College, focusing on creation of vibrant, attractive, and memorable places within cities and towns and emphasizing the importance of an architect's awareness of the spaces between buildings and the characteristics that transform them from SPACE into PLACE.

Mr. Tullis's past speaking engagements include:

- BSA Placemaking Network 2009- "Metrics of Place vs. Space, what I re-learned on vacation"
- Build Boston in 2010- "Life in the Square, the role of the public plaza in urban placemaking" (organized forum and gave the keynote speech)
- Sugarland TX Land Use Forum 2014- "Town Square and Beyond, creating places for the community"
- Rice Design Alliance 2014- "Walkable Places"
- SNEAPA Conference 2015- "Exploring New Paradigms for 21st Century Placemaking"
- ABX Boston 2015- "Placemaking, A New Paradigm"
- BSA Placemaking Network 2016- four-part lecture series on the observers, researchers, theorists, and advocates of placemaking.
- BAC, Programming, Codes, & Human Factors, 2016 -2019 guest- "Use & Activity in Public Places"
- BSA Placemaking Network 2017- "Boston's Creek Square and Siena's Piazza del Campo"
- EM Summer Lecture Series 2017- Four Talks on Placemaking (posted on YouTube)
- Tufts University UX+Design Conference 2019- "Looking Backward to go Forward"
- Aspire 2021 AIA Conference- "Placemaking, how and why we react to architecture and landscape"
- Catholic University, Cognitive Architecture course 2022- "Placemaking, architectural form and space."

Mr. Tullis's publications include:

- "Looking Backward to go Forward?" In Urban Experience and Design, edited by Justin B. Hollander and Ann Sussman, Routledge, New York and London, 2021.
- "Programming Urbanism for Human Engagement." In Programming for Health & Wellbeing in Architecture, edited by A. Vernon Woodworth, Routledge, New York and London, 2022
- Currently working on a book- "Placemaking, designing the human-centered city square and public realm"

Mr. Tullis holds an A.B. from Colgate University (honors in Architectural Studies and Fine Arts) and an M.Arch from the Harvard Graduate School of Design. He is a member of the BSA, AIA, ULI, CNU, and is a LEED AP.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Application Form

Profile

Robert
First Name

S
Middle Initial

Tullis
Last Name

[redacted]
Email Address

8 Thurston Road
Home Address

Suite or Apt

Melrose
City

MA
State

02176
Postal Code

What district do you live in?

☑ District 2

Mobile: [redacted]
Primary Phone

Home: [redacted]
Alternate Phone

Retired (architect & r.e. developer)
Employer

formerly- Sr. V.P. and Director of Design, GID Development Group
Job Title

Which Boards would you like to apply for?

Historic District Commission: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I am a retired architect, who most recently worked on the staff of a national R.E. Development company. In my 40 year career, I have a great deal of experience with historic buildings and historic districts. I have a specialty interest in placemaking, and am currently working on a book on the subject of how to design attractive and vibrant places in the midst of urban buildings. I am interested in serving Melrose, my home for over 30 years, in some capacity that draws on my experience and skills.

Placemaking_Resume.pdf
Upload a Resume

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Historic District Commission
Date: April 11, 2023

I respectfully request the Honorable City Council confirm the appointment of Robert Tullis, 8 Thurston Road, to the Historic District Commission (HDC), for a three-year term set to expire on the last day of February 2026. Mr. Tullis' appointment replaces the membership of Justine Sterling, who is not seeking reappointment.

Mr. Tullis, an architect with 40 years of experience, has a real passion for architectural detail and knowledge of historic buildings and districts. As a member of the Library Building Committee, Mr. Tullis reviewed the plans for the Melrose Public Library Renovation Project, highlighting his interest and commitment to serving the Melrose community—a commitment he would like to continue by serving on the HDC.

Thank you for your consideration.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Mayor's Office
Melrose City Hall
562 Main Street
Melrose, MA, 02176

Dear Lily,

I would be honored to serve another term on the Melrose Board of Assessors.

Please thank the Mayor for his confidence in me to serve on the Board of Assessors.

Best Regards,
Cathy Gulino

25 Apple Hill Road
Melrose, MA, 02176

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Board of Assessors
Date: April 10, 2023

I respectfully request the Honorable City Council confirm the reappointment of Cathy Gulino, 25 Apple Hill Road, to the Melrose Board of Assessors for a three-year term set to expire on the last day of February 2026. Ms. Gulino has served on the Melrose Board of Assessors dutifully for many years.

Thank you for your consideration.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

To: Melrose City Council

From: Lauren Grymek, Director of Economic Development

Re: Acceptance of Massachusetts Cultural Council Grants

Date: April 5, 2023

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a request to accept funding from the Massachusetts Cultural Council (MCC) in the form of two grants, both in the amount of $2,500.

These two grants are being awarded for the City of Melrose's Dance for Community, held on October 8, 2022 and the Melrose Community Iftar Celebration, scheduled for April 8, 2023.

Both grants come from the MCC's FY23 Festivals Program which began accepting applications on October 22, 2022 for activities made available to the public between July 1, 2022, and June 30, 2023. 100% of the funds will be disbursed to the City upon receipt of the signed MCC Standard Contract Forms for each grant. There is no match required.

Dance for Community Event Summary:
The family-friendly event, initiated by the Melrose Human Rights Commission and the Mayor's DEI Advisory Task Force, was held on Saturday, October 8, from 2 p.m.—5 p.m. in front of City Hall on Essex Street. The event centered around community re-unification and featured local artists, food, and free community dance lessons by Melrose resident Jen Earls, founder of Dance for Humanity. Dance for Humanity is an organization based around community-building through dance, with a mission of helping people connect with themselves, each other and the land for greater health, happiness, and wellbeing.

5th Annual Community Iftar Celebration Summary:
The Melrose Human Rights Commission's Annual Community Iftar Celebration brings residents this annual program in honor of Ramadan and Islamic traditions. Iftar is the traditional fast-breaking meal eaten at sunset during Ramadan.

I respectfully request acceptance of these two grants.

Thank you for your consideration.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Mass Cultural Council

April 01, 2023

Dear Lauren Grymek,

We are pleased to inform you that City of Melrose has been approved for a Festivals & Projects grant of $2,500 (FY23-FE-PRJ-48699) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY23 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to our Fiscal Department by April 28, 2023. This will help us process your grant as quickly as possible. For questions about the contract, please contact Marc Sulmonte at 617-858-2823 or marc.sulmonte@mass.gov. For questions about the program please contact Festivals.Projects@mass.gov.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

Nina Fialkow
Chair

Michael. J. Bobbitt
Executive Director

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Contract Package Instructions

Instructions for Completing the Contract Package

1. **Standard Contract:** Print and sign the attached contract. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.

2. **Massachusetts W-9:** https://www.macomptroller.org/wp-content/uploads/form_w-9.pdf. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.

3. **Contractor Authorized Signatory Listing:** https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents. **You are not required to have it notarized; the second page of the document is optional.**

4. **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** https://www.mass.gov/doc/electronic-funds-transfer-sign-up-form-0/download. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.

5. **Attachment A:** Review this document and include a copy of this in your return package.

6. **Attachment B:** Review this document and include a copy of this in your return package.

7. **Attachment D:** Review and sign this document and include a copy of this in your return package.

All documents must be returned via mail. Please mail to:

Mass Cultural Council
c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

5.A.7.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: Massachusetts Cultural Council** **MMARS Department Code: ART**	
Legal Address: (W-9, W-4): City Hall 562 Main Street Melrose MA 02176-3113		**Business Mailing Address: 10 Saint James Ave., 3rd Fl., Boston, MA 02116**	
Contract Manager: Lauren Grymek	**Phone: 781-979-4117**	**Billing Address (if different):**	
E-Mail: lgrymek@cityofmelrose.org	**Fax:**	**Contract Manager: Marc Sulmonte**	**Phone: 617-858-2823**
Contractor Vendor Code: VC6000192116		**E-Mail: marc.sulmonte@mass.gov**	**Fax:**
Vendor Code Address ID (e.g. "AD001"): AD001. **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s):** **RFR/Procurement or Other ID Number: FY23-FE-PRJ-48699**	

_X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
_X_ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): _X_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_X_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$2,500**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _X_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
This is a grant of financial assistance for a free public event hosted in downtown Melrose along Essex Street to allow for post-pandemic community re-unification and fun, while showcasing a diverse array of vendors, artists and community leaders.

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 _____, **20**__, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
_X_ 3. were incurred as of **July 01, 2022**, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____.
Print Title: _____.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: David T. Slatery.
Print Title: Deputy Director.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Melrose

ADDRESS: City Hall 562 Main Street Melrose MA 02176-3113

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance for a free public event hosted in downtown Melrose along Essex Street to allow for post-pandemic community re-unification and fun, while showcasing a diverse array of vendors, artists and community leaders.

APPLICATION #: FY23-FE-PRJ-48699

TOTAL MAXIMUM OBLIGATION OF CONTRACT: $2,500

CONTRACT START DATE: July 01, 2022

CONTRACT TERMINATION DATE: June 30, 2023

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **April 28, 2023**.

DATE ANNUAL OR FINAL REPORT IS DUE: July 14, 2023

PAYMENT: For Festival and Project Grants, the Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES (*if blank there are none*)**:**

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

ATTACHMENT B: Additional Terms & Conditions

1. SCOPE OF CONTRACT. The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY23 Festivals & Projects guidelines (the "Guidelines"), as posted on www.massculturalcouncil.org. The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES. The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS. The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

ATTACHMENT D
CREDIT and PUBLICITY AGREEMENT
between the
MASS CULTURAL COUNCIL and GRANTEES

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of CIP Portfolio and CIP Gateway grants must meet specific advocacy requirements in order to remain eligible for funding**. Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

Mass Cultural Council Credit Logo: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.

b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.

c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.

d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.

e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.

f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Verbal Credit: When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

3. DONOR RECOGNITION
Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

4. COLLABORATORS
Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

5. CO-SPONSORSHIP
Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

6. ADDITIONAL REQUIREMENTS
Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

_____

Print the Grant Recipient or Organization Name

_____

Signature of Person Responsible for Grant Recipient's Publicity and Publications

Date

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

Check off each of following items to indicate they are in your completed package before mailing it to Mass Cultural Council:

- ☐ **This Checklist:** Have you double checked all the items on the list?
- ☐ **Standard Contract Form:** Is it signed and dated? Does it have the "wet" signature?
- ☐ **Massachusetts W-9:** Is it signed and dated? Does it have the "wet" signature?
  - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your organization's information. You do not need to complete a new form.**
- ☐ **Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the "wet" signature? **We need this again even if you have sent it previously.**
- ☐ **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** Is it signed and dated? Does it have the "wet" signature?
  - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your banking information. You do not need to send a new form.**
- ☐ **Voided Check or Bank Letter:** Did you include the required document along with the EFT Authorization Agreement?
- ☐ **Attachment A:** Please return this printed attachment, so we have the full contract package on file.
- ☐ **Attachment B:** Please return this printed attachment, so we have the full contract package on file.
- ☐ **Attachment D:** Is it signed and dated?

YOUR INITIALS: _____

All documents must be returned via mail. Please mail to:

Mass Cultural Council
c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Mass Cultural Council

March 31, 2023

Dear Randall Carter,

We are pleased to inform you that City of Melrose for Melrose Human Rights Commission has been approved for a Festivals & Projects grant of $2,500 (FY23-FE-PRJ-52825) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY23 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to our Fiscal Department by April 28, 2023. This will help us process your grant as quickly as possible. For questions about the contract, please contact Marc Sulmonte at 617-858-2823 or marc.sulmonte@mass.gov. For questions about the program please contact Festivals.Projects@mass.gov.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

Nina Fialkow
Chair

Michael. J. Bobbitt
Executive Director

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Contract Package Instructions

Instructions for Completing the Contract Package

1. **Standard Contract:** Print and sign the attached contract. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.

2. **Massachusetts W-9:** https://www.macomptroller.org/wp-content/uploads/form_w-9.pdf. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.

3. **Contractor Authorized Signatory Listing:** https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents. **You are not required to have it notarized; the second page of the document is optional.**

4. **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** https://www.mass.gov/doc/electronic-funds-transfer-sign-up-form-0/download. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.

5. **Attachment A:** Review this document and include a copy of this in your return package.

6. **Attachment B:** Review this document and include a copy of this in your return package.

7. **Attachment D:** Review and sign this document and include a copy of this in your return package.

All documents must be returned via mail. Please mail to:

Mass Cultural Council
c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

5.A.7.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 for Melrose Human Rights Commission **(and d/b/a):**	**COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council** **MMARS Department Code: ART**
Legal Address: (W-9, W-4): City Hall 562 Main Street Melrose MA 02176-3113	**Business Mailing Address: 10 Saint James Ave., 3rd Fl., Boston, MA 02116**
Contract Manager: Randall Carter **Phone: 617-899-2346**	**Billing Address (if different):**
E-Mail: randallcarter89@gmail.com **Fax:**	**Contract Manager: Marc Sulmonte** **Phone: 617-858-2823**
Contractor Vendor Code: VC6000192116	**E-Mail: marc.sulmonte@mass.gov** **Fax:**
Vendor Code Address ID (e.g. "AD001"): AD001. **(Note: The Address ID must be set up for EFT payments.)**	**MMARS Doc ID(s):** **RFR/Procurement or Other ID Number: FY23-FE-PRJ-52825**

_X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
_X_ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): _X_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_X_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$2,500**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _X_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
This is a grant of financial assistance for Melrose Community Iftar Celebration.

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 _____, **20**__, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
_X_ 3. were incurred as of **July 01, 2022**, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____.
Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: David T. Slatery.
Print Title: Deputy Director.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Melrose for Melrose Human Rights Commission

ADDRESS: City Hall 562 Main Street Melrose MA 02176-3113

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance for Melrose Community Iftar Celebration.

APPLICATION #: FY23-FE-PRJ-52825

TOTAL MAXIMUM OBLIGATION OF CONTRACT: $2,500

CONTRACT START DATE: July 01, 2022

CONTRACT TERMINATION DATE: June 30, 2023

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **April 28, 2023**.

DATE ANNUAL OR FINAL REPORT IS DUE: July 14, 2023

PAYMENT: For Festival and Project Grants, the Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES (*if blank there are none*)**:**

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

ATTACHMENT B: Additional Terms & Conditions

1. SCOPE OF CONTRACT. The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY23 Festivals & Projects guidelines (the "Guidelines"), as posted on www.massculturalcouncil.org. The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES. The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

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(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS. The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

ATTACHMENT D
CREDIT and PUBLICITY AGREEMENT
between the
MASS CULTURAL COUNCIL and GRANTEES

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2. CREDIT

Mass Cultural Council Credit Logo: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.

b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.

c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.

d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.

e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.

f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

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Verbal Credit: When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

3. DONOR RECOGNITION
Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

4. COLLABORATORS
Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

5. CO-SPONSORSHIP
Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

6. ADDITIONAL REQUIREMENTS
Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

_____

Print the Grant Recipient or Organization Name

_____

Signature of Person Responsible for Grant Recipient's Publicity and Publications Date

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Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

Check off each of following items to indicate they are in your completed package before mailing it to Mass Cultural Council:

- ☐ **This Checklist:** Have you double checked all the items on the list?
- ☐ **Standard Contract Form:** Is it signed and dated? Does it have the "wet" signature?
- ☐ **Massachusetts W-9:** Is it signed and dated? Does it have the "wet" signature?
  - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your organization's information. You do not need to complete a new form.**
- ☐ **Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the "wet" signature? **We need this again even if you have sent it previously.**
- ☐ **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** Is it signed and dated? Does it have the "wet" signature?
  - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your banking information. You do not need to send a new form.**
- ☐ **Voided Check or Bank Letter:** Did you include the required document along with the EFT Authorization Agreement?
- ☐ **Attachment A:** Please return this printed attachment, so we have the full contract package on file.
- ☐ **Attachment B:** Please return this printed attachment, so we have the full contract package on file.
- ☐ **Attachment D:** Is it signed and dated?

YOUR INITIALS: _____

All documents must be returned via mail. Please mail to:

Mass Cultural Council
c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

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DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

James Troup
Assistant Director – Administration & Finance

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: jtroup@cityofmelrose.org

April 10, 2023

To: Paul Brodeur, Mayor
Margot Fleischman, Director of Strategic Initiatives
Patrick Dello Russo, CFO/Auditor

From: James Troup, DPW Deputy Director Administration and Finance

Cc: Elena Proakis Ellis, DPW Director
Jay McNeil, Facilities Director
Edward Collina, Fire Chief

RE: Fire Headquarters Earmark

In anticipation of the acceptance of the Commonwealth of Massachusetts Earmark of $150,000 to support the Melrose Fire Department for repairs to the Fire Headquarters building, please accept this memo as a general outline of proposed work that the Department of Public Works will oversee.

- Engineering/Architect Study for proposed Electrical and Structural upgrades/improvements.
- Deep cleaning of all upholstered and tiled floor coverings.
- Reconstructed Murphy bed in the dispatch area.
- Window and door replacements.
- Upgrades to the living quarters, including but not limited to kitchen cooking area, dining area, sleeping quarters, locker facilities.
- Masonry repairs.
- Flooring repairs.
- Roof repairs.
- Storage improvements.

We anticipate the full allotment of this Earmark Obligation to be used to make repairs and renovations that best serve the Firefighters located at the Fire Headquarters Building. Through collaboration with the City's Administration and the Fire Chief, we will determine the specific scope of work that maximizes the value of the proposed renovations and greatly improves the living conditions.

Thank you very much for your consideration. Please feel welcome to contact us with any questions you may have.

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COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office fohis form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		**COMMONWEALTH DEPARTMENT NAME: Department of Fire Services** **MMARS Department Code: DFS**	
Legal Address: (W-9, W-4): 552 Main Street, Melrose, MA 02176		**Business Mailing Address: P.O. Box 1025, Stow MA 01775**	
Contract Manager: Chief Edward J. Collina	**Phone: 781-979-4404**	**Billing Address (if different):**	
E-Mail: ecollina@cityofmelrose.org	**Fax: 781-662-2304**	**Contract Manager: David Clemons**	**Phone: 978-567-3179**
Contractor Vendor Code: VC6000192116		**E-Mail: David.Clemons@mass.gov**	**Fax: 978-567-3121**
Vendor Code Address ID (AD001) **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s):** **RFR/Procurement or Other ID Number: Legislative Exemption**	

_x_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
_x_ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): _x_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended) $ 150,000.00 .

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: **x** agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This grant is for the City of Melrose to support the Melrose Fire Department for repairs to the headquarters, as specified in line item 1599-6090 of chapter 268 of the Acts of 2022. Funds are to be used in accordance with the Earmark Statement of Work only.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_x_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of _____, **20**___ , a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date**.**
__ 3. were incurred as of _____, **20**___ , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **December 31, 2026,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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: David Clemons
Print Title: Director of Operations

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

March 31, 2023

RE: Acceptance of M.G.L. c. 138, § 19C (Farmer Brewery)

Dear Honorable City Council Members,

As you may recall from my State of the City Address last month, I am eager to establish a local process in Melrose to allow for the operation of breweries within City limits. With a reputation as a destination business, a brewery would help draw visitors from a wide geographical area, benefitting other local businesses, and potentially generating thousands of dollars in meals tax for our community.

The initial step in moving us towards this goal, is for City Council to accept Massachusetts General Laws. c. 138, § 19C.[1] This statute addresses Farmers Brewery Licenses, the state license which must be issued to breweries prior to their operation within City/Town limits in Massachusetts. Generally, such a license allows the business to manufacture and sell at retail those products produced by the brewer.

Acceptance of this statute by City Council would open the door for the next parts in the local process to occur - the Melrose Liquor Licensing Commission considering, reviewing, and potentially adopting local Liquor Licensing regulations for the local issuance of Farmer Series Pouring Permits[2], and the necessary Melrose Zoning ordinance changes being made to allow for this new intended use/ business within City limits. The necessary public hearings before the requisite public bodies involved would need to be noticed and held relative to any such intended changes. I also anticipate the involvement and input of a number of City Departments relative to such changes and the operation of this new type of business within our community, such as:

- Office of Planning and Community Development
- Department of Inspectional Services
- Police Department
- Health & Human Services Department

I expect that allowing for this new type of business within Melrose will help stimulate economic activity and support business development opportunities in Melrose, adding to the diversity of our business inventory, and offering an additional amenity to residents.

I respectfully request your favorable action and welcome any questions you may have.

Sincerely,

Paul Brodeur

[1] https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXX/Chapter138/Section19C

[2] This local pouring permit is required to allow for a Farmer Brewer Licensee to pour on-premises for sale and sampling to the public its own beer.

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Part I ADMINISTRATION OF THE GOVERNMENT

Title XX PUBLIC SAFETY AND GOOD ORDER

Chapter 138 ALCOHOLIC LIQUORS

Section 19C FARMER-BREWERY LICENSES; HEARING; APPEAL; NOTICES TO INTERESTED PARTIES; OPERATION OF BREWERY; RECORDS; FEES

Section 19C. (a) For the purpose of encouraging the development of domestic farms, the commission shall issue a farmer-brewery license to any applicant who is both a citizen and resident of the commonwealth and to applying partnerships composed solely of such individuals, and to applying corporations organized under the laws of the commonwealth or organized under the laws of any other state of the United States and admitted to do business in the commonwealth and to applying limited liability companies and limited liability partnerships organized under the laws of the commonwealth, subject to such conditions as the commission may prescribe by regulation to address issues of citizenship and residency and the need for a license manager under

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section 26 as qualifications for a limited liability company or limited liability partnership to hold a license pursuant to this section and sections 15, 18, 18A, 19 and 19B, unless: (1) such person does not comply with reasonable application procedures required by the commission; or

(2) the commission determines that such person is not of responsible character; or

(3) a church or school located within five hundred feet of the brewery premises has objected to issuance of the license in accordance with section sixteen C; or

(4) the commission determines that the applicant retains or owns an interest, directly or indirectly, in the business of a licensee under section twelve or fifteen; or

(5) the commission determines that the applicant retains or owns an interest, directly or indirectly in more than one business licensed under section eighteen; or

(6) the applicant has not furnished the requisite license fee or bond; or

(7) the commission determines that the co-partners, corporate officials or stockholders of the applicant do not meet the requirements of clauses (2), (4) and (5), or that the manager or agent intended to conduct the farmer-brewery business on the applicant's behalf does not meet such requirements, or that such co-partners, officials, stockholders, agent or manager remain undisclosed.

(b) The commission may on its own motion, and shall upon the written request of any applicant who has been refused a farmer-brewery license or has been refused transfer or renewal of such a license, hold an evidentiary hearing, notice of which shall be mailed to the applicant at the address

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given in his application. Such hearing shall be before the commission, or a member thereof. The commission shall present its reasons for refusing issuance. The applicant may appear in person or by counsel, may cross-examine witnesses for the commission and may present evidence. The hearing shall be stenographically or sound recorded. If the hearing is conducted by an examiner, the examiner shall report on the hearing to the commission. The commission shall decide within thirty days of the completion of the hearing whether to issue the farmer-brewery license or grant the transfer or renewal. If the commission refuses the license, transfer or renewal following the hearing, notice in writing of the refusal shall be mailed to the applicant. In all such cases, the commission shall keep on file a statement in the form of an opinion of the reasons for the refusal, and shall furnish a copy thereof to the applicant.

(c) Any applicant who has appeared before the commission at such a hearing and who has been refused a farmer-brewery license or the transfer or renewal of such a license may appeal to the superior court of the county where the applicant resides or has his principal place of business within the commonwealth, or to the superior court for Suffolk county.

(d) Every applicant for an original brewery license or for a transfer of such a license shall, within seven days after filing an application with the commission, send written notice of his application by registered mail, return receipt requested, to:

(1) each school which offers instruction and training to children of compulsory school age in accordance with sections one and four of chapter seventy-one and which is located within a radius of five hundred feet from the premises on which the brewery is to be operated; and

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(2) each church as defined in section sixteen C which is located within a radius of five hundred feet from such premises.

The notice shall also state that the church or school has the right to object under section sixteen C to the issuance or transfer of the brewery license. If the authorities in charge of any such school or church complain to the commission in writing that a brewery license has been issued or transferred without the mailing of the requisite notice, and that they object to such issuance or transfer, the commission shall hold a hearing to determine whether the requisite notice was mailed. If after a hearing the commission determines that notice was not mailed as required, then the commission shall cancel the farmer-brewery license unless, such school or church had actual notice, prior to issuance or transfer, of the application and of the right to object under said sixteen C, or such school or church did not complain as soon as possible after actual notification of the application and of the right to object.

Any farmer-brewer aggrieved by the cancellation of his license or any school or church aggrieved by the commission's refusal to cancel such a license may appeal as provided herein.

(e) A farmer-brewer may operate a farmer's brewery under such conditions as the commission may prescribe by regulation.

(f) A farmer-brewer may import malt, cereal grains fermentable, sugars and hops, but may not import malt beverages or alcohol into the commonwealth.

(g) A farmer-brewer may sell malt beverages or malt beverage products:

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(1) at wholesale to any person holding a valid license to manufacture alcoholic beverages under section nineteen;

(2) at wholesale to any person holding a valid wholesaler's and importer's license under section eighteen;

(3) at wholesale to any person holding a valid farmer-brewery license under this section;

(4) at wholesale in kegs, casks, barrels or bottles to any person holding a license to sell under section twelve, thirteen or fourteen, and, for the sole purpose of resale in containers in which the wine was delivered, to any person holding a license to sell under section fifteen; provided that the total annual sales to sections twelve, thirteen, fourteen, and fifteen licensees shall not exceed fifty thousand gallons;

(5) at wholesale to any registered pharmacist holding a certificate of fitness under section thirty;

(6) at wholesale to churches and religious societies, educational institutions, incorporated hospitals, homes for the aged, manufacturers of food products, and manufacturers of drugs and chemicals as authorized by, and subject to the provisions of section twenty-eight;

(7) at retail by the bottle to consumers for consumption off the brewery premises;

(8) at wholesale to any person in any state or territory in which the importation and sale of malt beverages is not prohibited by law; and

(9) at wholesale to any person in any foreign country.

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(h) A farmer-brewer may not sell at retail to consumers any malt beverage or malt beverage product not produced by the brewery or produced for the brewery and sold under the brewery brand name. All retail sales must be made on the brewery premises.

(i) A farmer-brewer may be licensed by the local licensing authorities to sell malt beverages for consumption on the brewery premises in accordance with this section and such regulations as the commission may prescribe.

(j) All malt beverages sold by a licensee hereunder shall be sold and delivered in such manner and under such conditions and with such labels or other marks to identify the producer as the commission may prescribe.

(k) Every farmer-brewer under this section shall keep such records as the commission may prescribe, and shall file with the commission, whenever and as often as it may require, duplicates of copies of such records. The commission shall at all times, through its designated officers or agents, have access to all books, records or other documents of every licensed farmer-brewer relating to the licensee's brewery business.

(l) The annual license fee for each farmer-brewer in respect of each brewery shall be computed based on the malt beverage barrelage produced by the brewery as follows:

5,000 barrels or less per year: $ 22/per year
More than 5,000 and less than 20,000 barrels per year: $ 44/per year
More than 20,000 barrels and less than 100,000 barrels
per year: $ 82/per year

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More than 100,000 and less than 200,000 barrels
per year: $110/per year
More than 200,000 and less than 1,000,000 barrels
per year: $110/per year
Each additional 1,000,000 barrels per year: $111/per year

For the above purposes, a barrel shall be thirty-one gallons.

(m) Every applicant for a farmer-brewery license shall, at the time of filing an application, pay a license fee based on a reasonable estimate of the amount of malt beverages to be produced during the year covered by the license. Persons holding farmer-brewery licenses shall report annually at the end of the year covered by the license the amount of malt beverages produced during such year. If the total amount of such malt beverages exceeds the amount permitted by the fee already paid, the licensee shall pay whatever additional fee is owing under this section.

(n) Notwithstanding section 17, a local licensing authority, subject to the approval of the commission, may grant a license to sell malt beverages for consumption on the premises at any location it deems reasonable and proper, and approves in writing, on the grounds of a farmer-brewery licensed under this section and on the grounds of the farm operated as appurtenant and contiguous to, and in conjunction with, such farmer-brewery; provided, however, that such licensees may sell for on-premises consumption only malt beverages produced by the brewery or produced for the brewery and sold under the brewery brand name. All the procedures under section 15A shall apply to the granting of a license under this subsection.

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Owner	Location of Storage / Garage	Location of Storage/Garage	Gas/Storage use	Owner2	City	State	Zip	Granted Date	DOB 1	Mailing address	Mailing City, State, Zip
17 Upham Street Realty Trust	**19**	**Upham Street**	Maintain garage for storage of 20 motor vehicles with gasoline in tanks of same	c/o Alfred DiCarlo, Trustee	Melrose	MA	02176	2/16/1953	c/o Alfred DiCarlo, Trustee	P.O. Box 5856	Salisbury, MA 01952
17 Upham Street Realty Trust	**17-19**	**Upham Street**	Maintain garage for storage of 25 motor vehicles with gasoline in tanks of same	Alfred DiCarlo	Melrose	MA	02176	2/16/53	Alfred DiCarlo	P.O. Box 5856	Salisbury, MA 01953
184-190 Sylvan St. Condo Trust	**184**	**Sylvan Street**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same	Real Property Management Boston	Melrose	MA	02176	7/25/66,	c/o Javier Solorzano	179 Boylston Street	Jamaica Plain
184-190 Sylvan St. Condo Trust	**190**	**Sylvan Street**		Real Property Management Boston	Melrose	MA	02176	7/25/66,	c/o Javier Solorzano	179 Boylston Street	Jamaica Plain
481 Lebanon Condominium Trust	**481**	**Lebanon Street**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same	c/o Kate Richards	Melrose	MA	02176	11/1/26	c/o Kate Richards	481 Lebanon St, Unit 2	Melrose, MA 02176
Caruso Home Stylists, Inc.	**22**	**Greenwood**	Maintain garage for storage of 24 motor vehicles with gasoline in tanks of same	c/o Leonard Caruso	Melrose	MA	02176	5/18/64	c/o Leonard Caruso	383-R Lowell St	Wakefield, MA 01880
Caruso Home Stylists, Inc.	**282**	**Main Street**	Maintain garage for storage of 14 motor vehicles with gasoline in tanks of same	Michelle Moretto, Manager	Melrose	MA	02176	12/21/59	Michelle Moretto, Manager	144 Winona St	Peabody, MA 01960
Caruso Home Stylists, Inc.	**296**	**Main Street**	Maintain garage for storage of 13 motor vehicles with gasoline in tanks of same	c/o Leonard Caruso	Melrose	MA	02176	2/18/71	c/o Leonard Caruso	383-R Lowell St	Wakefield, MA 01880
DFB Realty LLC	**8**	**Eastman Place**	Maintain garage for storage of 22 motor vehicles with gasoline in tanks of same	c/o David Adario	Melrose	MA	02176	6/15/16	c/o David Adario	8 Eastman Pl.	Melrose, MA 02176

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Dorn Equipment Corp.	**31-35**	**Upham Street**	keep and store 2,500 gallons of gasoline and to keep and store 1,000 gallons of gasoline	Matthew J. Flynn	Melrose	MA	02176	'29, 10/21/29, 5/19		27 Upham St.	Melrose, MA 02176
Eric Baldi	**307**	**Main Street**	Maintain garage for storage of 6 motor vehicles with gasoline in tanks of same		Melrose	MA	02176	7/6/25		16 Mill Rd	Wilmington, MA 01887
Global Montello Group Corp	**376-386**	**Main Street**	keep, store, and sell 40,000 gallons of gasoline and 1,000 gallons waste oil	c/o Atlas	Melrose	MA	02176	9/19/79	c/o Atlas	685 Grandview Avenue	Columbus OH 43215
Grove Street Realty Trust	**59**	**Grove Street**	Maintain garage for storage of 12 motor vehicles with gasoline in tanks of same	c/o Nancy Greenwood, Trustee	Melrose	MA	02176	3/4/46	Barry Greenwood, Trustee	1 Washington Street	Melrose, MA 02176
GS Washingtons, LLC	**2**	**Washington Street**	Maintain garage for storage of 37 motor vehicles with gasoline in tanks of same		Melrose	MA	02176	6/17/46		2 Washington St	Melrose, MA 02176
GS Washingtons, LLC	**37-47**	**Washington Street**	Maintain garage for storage of 32 motor vehicles with gasoline in tanks of same		Melrose	MA	02176	7/18/2016	37 Washington St	2 Washington St	Melrose, MA 02176
June W. Sheridan	**196**	**Sylvan Street**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same		Melrose	MA	02176	11/15/65		22B Gates Lane	Wakefield, MA 01880
June W. Sheridan	**202**	**Sylvan**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same		Melrose	MA	02176	11/15/65		22B Gates Lane	Wakefield, MA 01880
Laurette M. Caruso	**278**	**Main Street**	Lots 1 & 2 Maintain garage for storage of 24 motor vehicles with gasoline in tanks of same	Michelle Moretto, Manager	Melrose	MA	02176	2/23/61	Michelle Moretto, Manager	144 Winona St	Peabody, MA 01960

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Matthew Piccione, Trustee	**66**	**Lake Street**	Maintain garage for storage of 10 motor vehicles with gasoline in tanks of same	66 Lake Ave. Realty Trust	Melrose	MA	02176	12/17/23	66 Lake Ave. Realty Trust	2 Draper Street #1	Woburn, MA 01801-4522
Melrose Community Garage	**201**	**Essex**	Maintain garage for storage of 37 motor vehicles with gasoline in tanks of same	Austin T. Wheeler	Melrose	MA	02176	10/15/20	Austin T. Wheeler	64 Hawley Rd	Melrose, MA 02176
Melrose Towers Condominium Trust	**49-51-53**	**Melrose Street**		First Realty Management	Melrose	MA	02176	6/15/64, 11/20/72	First Realty Management	151 Tremont St	Boston, MA 02111
Melrose Wakefield Healthcare	**66**	**Rowe**	keep and store 15,000 gals of #2 fuel oil.	Jason R. Finch Matthew O'Reilly	Melrose	MA	02176	8/17/77	C/o Jim Kinsella & Patti	585 Lebanon Street	Melrose, MA 02176
Melrose Wakefield Healthcare	**585**	**Lebanon**	Maintain garage for storage of motor vehicles with gasoline in tanks of same (Parking Garage)	Jason R. Finch Matthew O'Reilly	Melrose	MA	02176	7/19/90	c/o-Jim Kinsella & Patti	585 Lebanon Street	Melrose, MA 02176
Nouria Energy Ventures I, LLC	**860**	**Main Street**	keep, store, and sell 22,000 gallons of gasoline and 8,000 gallons of diesel fuel.	Attn: Becca Shurteff	Melrose	MA	02176	4, 6/15/25, 2/5/51	Attn: Becca	326 Clark Street	Worcester, MA 01606
Ms. Barbara Peterson	**58-60**	**Russell Street**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same	Daniel Peterson	Melrose	MA	02176	5/19/24		58 Russell St	Melrose, MA 02176
Parma Realty Trust	**288**	**Main Street**	Maintain garage for storage of 8 motor vehicles with gasoline in tanks of same	Robert Zeraschi	Melrose	MA	02176	8/23/72	Robert Zeraschi	106 Main Street St, Unit 6	Stoneham, MA 02180
Stephen Longmuir	**20**	**Tremont Street**	Maintain garage for storage of 25 plus motor vehicles with gasoline in tanks of same		Melrose	MA	02176	/35, 10/9/63, 6/17		121 Hill St	Topsfield, MA 01983
Stephen Longmuir	**286**	**Lebanon Street**	keep, store, and sell 10,000 gallons of gasoline and Maintain 25 motor vehicles in tanks of the same.		Melrose	MA	02176	0/1/28, 12/20/37,		121 Hill St	Topsfield, MA 01983
Stephen Lucey	**889**	**Main Street**	keep, store, and sell 12,000 gallons of gasoline.		Melrose	MA	02176	6/29/22, 4/21/31,		889 Main Street Street	Melrose, MA 02176

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Susan Smith	**51**	**First**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same		Melrose	MA	02176	--		63 First Street	Melrose, MA 02176
USA Energy, Inc	**870**	**Main Street**	keep, store, and sell 2,000 gallons of gasoline and Maintain garage for storage of 2 motor vehicles with gasoline in tanks of same	Edgard Fayad	Melrose	MA	02176	11/18/57, 12/18/74	Edgard Fayad	870 Main Street St.	Melrose, MA 02176
WW Industries, Inc.	**401**	**Upham Street**	keep and store 15,000 gallons of gasoline	Thomas Harvey	Melrose	MA	02176	2, 6/30/33, 5/19/41	WW Industries, Inc.	401 Upham Street	Melrose, MA 02176

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§ 137-1. Licenses for keeping, storage or sale required; fees; approval of application. [Amended 4-6-1987 by Ord. No. 1655; 11-15-2004 by Ord. No. 05-084[1]; 5-16-2005 by Ord. No. 05-213]

A. The City Council may grant licenses, in accordance with the provisions of MGL c. 148, § 13, to suitable persons to use land for the construction or maintenance thereon of buildings or other structures for the keeping, storage or sale of any of the articles named in § 9 of such chapter, except fireworks, firecrackers or torpedoes, and for the keeping of vehicles with gasoline or other volatile inflammable fluid, as defined in § 14 of such chapter, in the same. The fee for any license granted under this section shall be in accordance with the following schedule:

(1) For a license for keeping in a designated building or structure one to five cars, inclusive: $50; six to 25 cars, inclusive: $100; and 25 cars and up: $150.

(2) For a license or licenses to keep and store crude petroleum, or any of its products, or other inflammable fluids: for the first 10,000 gallons at the rate of $20 for each 1,000 gallons or fraction thereof; and for all over 10,000 gallons at the rate of $1 for each 1,000 gallons or fraction thereof.

(3) For a license or licenses to keep, store and sell crude petroleum, or any of its products, or other inflammable fluids: for the first 10,000 gallons at the rate of $15 for each 1,000 gallons or fraction thereof; and for all over 10,000 gallons at the rate of $1 for each 1,000 gallons or fraction thereof.

(4) For licenses for keeping, storing and selling ammunition in a designated building or structure: $2.

B. No license shall be granted under this section unless the application therefor is approved by the Chief of the Fire Department, nor shall any license be granted for the keeping for sale at any retail filling station of more than 40,000 gallons of gasoline or more than 500 gallons of other inflammable fluids.

State law references — Granting of licenses, after notice and hearing, for storage of petroleum and its products, filing of certificates of registration thereof annually, revocation by Council and reinstatement by State Fire Marshal, MGL c. 148, § 13; explosives, MGL c. 148, § 9 et seq.

§ 137-2. Annual registration of license; notice to Council of failure to file.

A. Licenses granted under § 137-1 shall be subject to the provisions of MGL c. 148, § 13, requiring the filing of a certificate of registration therefor annually, and the fee for the filing of such certificate shall be 1/2 the amount of the fee for the license.

B. The City Clerk shall, on the first day of May in each year, notify the City Council of all owners or occupants of land used under licenses hereinbefore referred to who have failed to file a certificate of registration as herein required, and, upon receipt of such notification, the City Council may, in the manner provided by law, revoke

1. Editor's Note: This order provided an effective date of 1-1-2005.

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§ 137-2

such license.

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Owner	Location of Storage / Garage	Location of Storage/Garage	Gas/Storage use	City	State	Zip
Melrose Place Condominium Trust	**334-340**	**Main Street**	Maintain garage for storage of 19 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Webster Willows Condominium Trust	**391**	**Pleasant Street**	Maintain garage for storage of 24 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Maza Property Management,LLC	**264**	**Franklin**	Maintain garage for storage of 18 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Karen T. Alley	**24**	**West Emerson Street**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Villa Cordoba Condominium	**51**	**Albion Street**	Maintain garage for storage of 24 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Woodbriar Heights Condominium	**974-976**	**Main Street**	Maintain garage for storage of 18 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
WM Oak Grove Village, LLC	**12**	**Island Hill Ave**	Maintain 4 parking garages for storage of 313 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Aggregate Industries-Northeast Region, Inc.	**1831**	**Broadway**	keep and store 207,550 gallons and 35,000 gals; 30,000 liquid asphalt, 5,000 latex to existing 172,550gals; #2 fuel oil, lquid asphalt.	Melrose	MA	02176
Brickstone Park Condominium Trust	**509**	**Pleasant Street**	Maintain garage for storage of 13 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Mark Hutchinson	**990-996**	**Main Street**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Mt. Vernon Condominium Trust	**12**	**Mount Vernon Street**	Maintain garage for storage of 44 motor vehicles with gasoline in tanks of same	Melrose	MA	02176

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§ 143-1. Issuance of licenses; fees. [Amended 5-20-2002 by Ord. No. 02-303]

A. The City Council may, upon petition, license suitable persons to be dealers in or keepers of shops for the purchase, sale and barter of junk, old metals or secondhand articles, at such places as may be designated in such licenses, and also junk collectors to collect by purchase or otherwise from place to place in the City junk, old metals and secondhand articles under the rules, regulations and restrictions hereinafter prescribed, which shall be expressed in every such license, provided that no such license shall be issued or in force unless all scales, weights and measures which are to be used by the applicant in his/her business under the license shall have been inspected, tested and sealed by the Sealer of Weights and Measures immediately before the issuance of the license.

B. Such licenses may be granted during the month of April to take effect on the first day in May next following. The fee for a license to be a dealer in, or keeper of a shop for, the purchase, sale and barter of junk, old metals or secondhand articles shall be $125, and the fee for a license to be a junk collector shall be $150.

State law references — Junk and junk dealers, MGL c. 140, §§ 54 to 56; license fees, MGL c. 140, § 202; effective date of licenses, MGL c. 140, § 203.

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Melrose MA Boards & Commissions

Submit Date: Feb 09, 2023

Application Form

Profile

Daniel
First Name

Middle Initial

Gelormini
Last Name

[redacted]
Email Address

20 Pilgrim Road
Home Address

Suite or Apt

Melrose
City

MA
State

02176
Postal Code

What district do you live in?

None Selected

Mobile: [redacted]
Primary Phone

Alternate Phone

CBT Architects
Employer

Associate Principal
Job Title

Which Boards would you like to apply for?

Board of Appeals: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

It would be an honor to serve on the Melrose Board of Appeals as it aligns with both my personal and professional values to promote the public good. As an Architect and 11-year Melrose resident, I am passionate about the way we shape our communities. I believe my experience as an Architect and familiarity with the appeals processes uniquely positions me to add value to the Board of Appeals. I am excited at the opportunity to contribute my expertise through informed objective insight of the current Zoning Ordinance with the intent to improve the future built environment and quality of life for our residents and community.

2023_02_08_Daniel_Gelormini_Resume.pdf
Upload a Resume

Demographics

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DANIEL GELORMINI AIA | LEED AP BD+C

20 PILGRIM ROAD, MELROSE MA
[redacted]

Experience

CBT Architects, Boston, MA — *2010 - Current*
Associate Principal | Senior Project Manager

- Manage all aspects of Architectural project delivery from Pre-Design through Construction Administration on projects ranging in costs from $1.2M - $220M
- Act as main point of contact for key project stakeholders including, Owners, Directors, Investors, OPMs, etc.
- Develop and maintain project schedules in all phases of design
- Provide guidance through building permitting and public approvals processes
- Prepare and present various projects to applicable City/Town Boards and Commissions
- Generate project budgets and proposals for architectural services ranging in costs of $200K - $8.0M
- Solicit, vet, and manage consultant design teams varying in size from 2-19 consultants
- Review project GMPs and construction contracts and provide recommendations to ownership
- Coordinate LEED related criteria for certifiable projects
- Lead various design teams ranging in size from 2-22 employees on multiple projects in various phases from Business Development-Construction Administration
- Review contractor Payment Requisitions and Change Orders
- CBT Recruiting and Staffing team member participating in talent acquisition and employee evaluations

Notable Projects

25 Beacon Street Residences – Boston MA
Trust Early Learners – Brookline MA
Avalon Bay Residences – Brighton MA
Nashua St Residences – Boston MA
Doggett St Residences – Charlotte NC (In process)
415 Newbury St Residences – Boston MA (In process)
Norton Museum of Art Expansion – West Palm Beach FL
Museum of Fine Art Boston – Art of the Americas Wing - Boston MA
Fessenden School Renovations – West Newton MA

Space International, Los Angeles, CA — *2007-2009*

- Developed Construction Documents for multiple boutique retail spaces
- Developed design and Construction Documents for mixed-use developments
- Coordinated design with engineering consultants via BIM
- Designed modular façade components for pop-up retail spaces
- Developed and prepared design presentations for Rudolph M. Schindler Mak Center galleries
- Performed Construction Administration related tasks including submittal reviews and RFIs

McMahon Architects, Boston, MA — *2005 – 2007*

Landry Architects, Salem, NH — *2003 – 2004*

Education

Southern California Institute of Architecture

- Masters of Architecture, X-Program — *2009*
- Honors Exhibition
- SCI-arc Grant

Wentworth Institute of Technology

- Bachelor of Science in Architectural Engineering Technology — *2007*
- Merit Scholarship

Teaching Experience

Adjunct Professor, Wentworth Institute of Technology, Boston, MA — *2010 - 2015*

- Professional Practice I – Autodesk Revit
- Digital Studies – Autodesk Rhino

Teachers Assistant, Southern California Institute of Architecture, Los Angeles, CA — *2008 - 2009*

- Graduate Professional Practices
- Graduate Visual Studies/Strategies of Representation 4/Autodesk Maya/Advanced Digital Tool

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM
To: Melrose City Council
From: Mayor Paul Brodeur
Re: Zoning Board of Appeals
Date: March 28, 2023

I respectfully request the Honorable City Council confirm the appointment of Daniel Gelormini, 20 Pilgrim Road, to the Melrose Zoning Board of Appeals (ZBA) as an Associate Member for a 2-year term set to expire on the last day of February 2025. Mr. Gelormini's appointment replaces the membership of Julianna Hanlon, who recently resigned from the ZBA.

Mr. Gelormini's experience as an architect and insight into the appeals process and City's zoning ordinances will add immense value to the Melrose Zoning Board of Appeals.

Thank you for your consideration.

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Affordable Housing Trust Reappointments
Date: March 29, 2023

I respectfully request the Honorable City Council confirm the following Affordable Housing Trust reappointments:

- **Seamus Kelley, 259 West Emerson St., to the Affordable Housing Trust, for a two-year term, said term to expire on the last day of January 2025.**
    - Mr. Kelley has over 15 years of experience as an operations and public policy leader and decision-making experience with a focus on project management, government affairs, public policy, strategic implementation, and external relations.

- **James Oosterman, 54 Ellis Farm Lane, to the Affordable Housing Trust, for a two-year term, said term to expire on the last day of January 2025.**
    - Mr. Oosterman was a founding member of the Melrose Affordable Housing Task Force, established in 1998 to encourage, support, and advocate for public and private affordable housing initiatives. His dedication to this work is also visible in his service to the Melrose Housing Authority, through which he worked closely with the North Suburban Consortium, the City's Office of Planning and Community Development, and other organizations with similar missions to the Affordable Housing Trust.

Mr. Kelley and Mr. Oosterman are committed to serving the City of Melrose in their capacity as members of the Affordable Housing Trust. I'm confident that they will each continue to drive forward the City of Melrose's mission to promote greater diversity and racial equity in the community and for the benefit of low-to-moderate-income households in accordance with the provisions of MGL c. 44, § 55C.

Thank you for your consideration.

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Hello, Lily,

Pardon my delay in responding to your email regarding continuing to serve on the Melrose Affordable Housing Trust. I would very much appreciate being reappointed to serve on this committee for another term. My interest in Affordable Housing in the City of Melrose has not diminished since my initial appointment, and I look forward to finding ways to support this growing need from the resources in our Affordable Housing Trust.

Please contact me if you or the Mayor require additional information.
Sincerely,

James Oosterman
54 Ellis Farm Lane, Melrose

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CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Affordable Housing Trust Reappointments
Date: March 29, 2023

I respectfully request the Honorable City Council confirm the following Affordable Housing Trust reappointments:

- **Seamus Kelley, 259 West Emerson St., to the Affordable Housing Trust, for a one-year term, said term to expire on the last day of January 2024.**
    - Mr. Kelley has over 15 years of experience as an operations and public policy leader and decision-making experience with a focus on project management, government affairs, public policy, strategic implementation, and external relations.

- **James Oosterman, 54 Ellis Farm Lane, to the Affordable Housing Trust, for a two-year term, said term to expire on the last day of January 2025.**
    - Mr. Oosterman was a founding member of the Melrose Affordable Housing Task Force, established in 1998 to encourage, support, and advocate for public and private affordable housing initiatives. His dedication to this work is also visible in his service to the Melrose Housing Authority, through which he worked closely with the North Suburban Consortium, the City's Office of Planning and Community Development, and other organizations with similar missions to the Affordable Housing Trust.

Mr. Kelley and Mr. Oosterman are committed to serving the City of Melrose in their capacity as members of the Affordable Housing Trust. I'm confident that they will each continue to drive forward the City of Melrose's mission to promote greater diversity and racial equity in the community and for the benefit of low-to-moderate-income households in accordance with the provisions of MGL c. 44, § 55C.

Thank you for your consideration.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Hi Lily,

Thank you for reaching out about reappointment to the city's Affordable Housing Trust Fund. I would very much appreciate being reappointed. I am hopeful that the AHTF will compliment the work underway to update the city's zoning and we will see some meaningful progress around affordable housing in the city.

Thank you,

Seamus Kelley
259 W Emerson St, Melrose, MA 02176

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CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Clarification of Seamus Kelley's Reappointment to the Affordable Housing Trust
Date: April 12, 2023

On March 29, 2023, I respectfully requested the Honorable City Council confirm the following Affordable Housing Trust reappointment:

- **Seamus Kelley, 259 West Emerson St., to the Affordable Housing Trust, for a one-year term, said term to expire on the last day of January 2024.**

Please note that Mr. Kelley's original term expired on the last day of January 2022, and all of 2023 is counted as part of his above two-year term ending in 2024, which the Council will vote on.

Thank you for your consideration.

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Michael P. Barry
910 Main St. Apt. 316
Melrose MA 02176

Lily Martin
Office of the Mayor
Melrose City Hall
562 Main St
Melrose MA 02176

Dear Lily,

It would be my pleasure to serve another term on the MFA. Thanks to Mayor Brodeur for his vote of confidence.

Sincerely,

Michael P. Barry

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Housing Authority Reappointment
Date: March 27, 2023

I respectfully request the Honorable City Council confirm the reappointment of Michael Barry, 910 Main St., to the Melrose Housing Authority for a five-year term; said term to expire on the first Monday of March 2028.

Thank you for considering Mr. Barry's reappointment to the Melrose Housing Authority.

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KAREN GRANT
15 Lodge Avenue
Melrose, MA 02176
[redacted]

CAREER HIGHLIGHTS:

2019-Present Vice President of External Affairs, **Cradles to Crayons**, Boston MA

- Responsible for the creating and operationalizing a new department focused on implementing the organization's national Thought Leadership and marketing strategies, growth and strategic planning and Impact.
- Lead NYC expansion efforts including raising $2.4M in start-up funding and managing a 17-20-person Founders' Council.
- Serve as a member of the Executive Leadership Team charged with ensuring the overall financial health, strategic planning and setting overall direction of the organization
- Manage a department of five full-time staff members and consultants.

2017-2019 Vice President of Development, **Cradles to Crayons,** Boston, MA

- Responsible for creation and implementation of a comprehensive fundraising strategy, including individuals, corporations and foundations, that raises $5M annually.
- Managed consultants to help design a $7.5M capital campaign, which has just entered the quiet phase.
- Successfully close 5- and 6-figure gifts and partner with President & Founder to close 7-figure gifts; manage a portfolio of donors in the 5- to 7-figure gift range.
- Collaborated with National and Boston Board of Directors on fundraising and successfully implemented a give/get policy across all four Boards (National, Boston, Chicago and Philadelphia).
- Oversaw two annual fundraisers, Backpack-a-Thon and Un-Gala, that each raise $1M.
- Managed Development Committee and Family Advisory Council to assist in developing fundraising and donor engagement strategies.
- Implemented a moves management system across all three markets (Boston, Chicago and Philadelphia).
- Served as a member of the National Leadership Team charged with ensuring the overall financial health, strategic planning and setting overall direction of the organization
- Managed two departments comprised of 13 full and part-time staff members and consultants.

2005-2014 Vice President of Development & Communications, **Peace First, Inc. (formerly Peace Games)** Boston, MA

- Responsible for creation and implementation of a national external relations strategy that has exceeded revenue projections annually, deepened donor engagement and raised awareness of the organization's mission.
- Served as a member of the national Senior Leadership team charged with ensuring the overall financial health, strategic planning and setting overall direction of the organization.
- Transitioned donor base from majority institutional/event-driven revenue to individual giving--increase from 23% to 55% of total revenue.
- Successfully closed 6-figure gifts and partnered with President to close 7-figure gifts; managed a portfolio of donors in the 5- to 7-figure gift range.
- Designed pipeline development strategy and systems that yielded 34% qualified prospects.
- Partnered with Board of Directors on fundraising, staffed Board-level communications committee and managed a national Advisory Board structure (4 active) to better engage and leverage supporters.
- Secured national media placements in The NY Times, NBC Nightly News, and NPR; as well as several regional and local media placements reaching over 20 million.
- Successfully led organizational rebranding effort including name change, website redesign, collateral materials, videos and rollout activities.
- Created national branding and cause-marketing opportunities for organization and corporate partners including USA Network, Coach and Eberjey.
- Oversaw creation of collateral and marketing materials including annual report, newsletters and website.

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- Managed a department of five full-time staff members, part-time interns and several pro bono and paid consultants.

2003-2004 Deputy Executive Director & Communications Director, **Boston 2004, Inc.**, Boston, MA

- Boston 2004, Inc. was the host committee for the 2004 Democratic National Convention.
- Developed and implemented a comprehensive communications strategy, including crisis communications, that targeted international, national and local media outlets.
- Managed all marketing efforts including delegate and media gift bags, interactive kiosks and street banner programs.
- Assisted in creation and implementation of successful public awareness campaign addressing transportation restrictions.
- Oversaw development and maintenance of the Boston 2004, Inc. web site.
- Assisted in fundraising efforts, including the identification of new donors and solicitation of corporate sponsorships and in-kind donations.
- Created official publications, including media guide, visitor's guide and volunteer manuals.
- Aided in the development of the Celebrate Boston 2004 advertising campaign.
- Assisted local and national media outlets in securing outdoor broadcasting space.
- Wrote newsletter articles, press releases, web content, extra-departmental materials, weekly updates and talking points.
- Managed four full-time staff members and three part-time interns.
- Responsible for management of department budget, including related in-kind contributions.

2003 Deputy Press Secretary**, Office of Governor Romney**, Boston, MA

- Responsible for all media issues related to Economic Development.
- Served as primary Press Secretary for the Secretary of Economic Affairs.
- Organized issue-based press conferences, town meetings and created proactive media opportunities.
- Traveled statewide with Governor and Lieutenant Governor for media appearances.
- Wrote press releases and talking points.

2002 Deputy Press Secretary, **Shannon O'Brien for Governor (Democratic Nominee)**, Boston, MA

- Generated general election media coverage for surrogates, including members of the Congressional Delegation, State Senators and Representatives, Mayors, and Primary opponents.
- Managed press coverage for President Clinton's New Bedford visit.
- Developed and implemented a plan to schedule surrogates on cable television and regional talk radio.
- Wrote talking points for candidates and surrogates.
- Wrote press releases and media advisories.

2001-2002 Press Secretary, **Warren Tolman for Governor**, Watertown, MA

- Developed and implemented a statewide communications strategy for a democratic primary gubernatorial campaign.
- Created proactive media opportunities, managed crisis communications, briefed candidate for public appearances and editorial board meetings.
- Established relationships with political editors, reporters, and producers from the major, mid-level and local media outlets across the state.
- Provided daily press briefings for the candidate and senior campaign staff.
- Created comprehensive media database that included network television stations, newspapers, radio and cable shows throughout the state.
- Managed two campaign staff members.

2001 Advocacy Event Consultant, **Office of Child Advocacy, Children's Hospital**, Boston, MA

- Organized hospital's first ever advocacy events including; successful legislative briefing at the State House and a grassroots lobbying workshop for employees, patient families and members of the advocacy network.
- Planned a legislative briefing for the Massachusetts delegation in Washington, D.C.

1997-2000 Administrative Associate, **Development and Public Affairs, Children's Hospital,** Boston, MA

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EDUCATION:

Boston University, Boston, MA. **Graduate Certificate, Nonprofit Management and Leadership**, May 2010
Boston University, Boston, MA. **Bachelor of Arts, Political Science**, May 2001 (attended 1990-94).
President, **Alpha Delta Pi Sorority**
S.C. Beta Chair**, Inter Fraternity/Sorority Council**

AWARDS:

2005 Wonder Woman, **Massachusetts Women's Political Caucus**

COMMUNITY INVOLVEMENT:

Co-Chair, **Melrose Education Foundation Advisory Board**, 2019-Present
Board Member**, Melrose Education Foundation**, 2013-2019
Board Member, **Massachusetts Women's Political Caucus**, 2007-2013
Co-Vice President, **Franklin Early Childhood Center PTO**, 2011-2012

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Karen Grant Blackburn
15 Lodge Avenue
Melrose, MA 02176
[redacted]

February 28, 2023

Paul Brodeur
Mayor
City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Brodeur:

Please accept this letter as an expression of my interest to continue to serve as a member of the Melrose Commission on Women. I joined the Commission in Fall 2019 full of ideas of things we could do to help raise awareness and get more members of our community involved in our work. A few months later, the pandemic halted our plans and slowly tried to find virtual ways to support, celebrate and give women a way to escape during those challenging days.

We hosted a book club, a legislative briefing on Roe v. Wade with local elected officials and other experts, held a celebration of the election of the first female Vice President, hosted a session to help women develop their personal elevator speech and funded a scholarship for a MHS graduate committed to advancing women's issues.

I am proud of everything we were able to accomplish but am excited to work with a full body of Commissioners to do so much more to help women, girls and those who support them and continue to make Melrose a community for all.

Thank you for the consideration.

Sincerely,



Karen Grant Blackburn

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Commission on Women Reappointment
Date: March 27, 2023

I respectfully request the Honorable City Council confirm the reappointment of Karen Blackburn, 15 Lodge Avenue, to the Commission on Women (MCW) for a three-year term set to expire on the last day of February 2026. Ms. Blackburn originally joined the MCW in 2019 and currently serves as commission chair.

Under Ms. Blackburn's leadership, the MCW has hosted many successful community events such as a legislative briefing on Roe v. Wade intended to support and advocate for women and girls in Melrose. In addition, Ms. Blackburn works tirelessly to establish an open and inclusive environment for her fellow commissioners by ensuring every member has an opportunity to talk and share ideas.

Thank you for considering Ms. Blackburn's reappointment to the Melrose Commission on Women.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Application Form

Profile

Lauren
First Name

Middle Initial

Knott
Last Name

[redacted]
Email Address

16 Mount Vernon Street
Home Address

Apt 1
Suite or Apt

Melrose
City

MA
State

02176
Postal Code

What district do you live in?

☑ District 6

Home: [redacted]
Primary Phone

Alternate Phone

Point Source Youth
Employer

VP of Strategic Partnerships
Job Title

Which Boards would you like to apply for?

Commission on Women: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I have lived in Melrose since 2014, and feel connected to the town and its future. I have a 2nd grader at Winthrop, and her sister will start kindergarten in September. I am also a queer woman. All of these identities inform my viewpoint of the city. Additionally, I work for an organization that specializes in housing and homelessness for youth experiencing homelessness. I spend my 9-5 connecting the puzzle pieces within our community partners, and would like to do some of that work locally, in the city I live in.

Lauren_Knott_Resume.pdf
Upload a Resume

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

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Paul Brodeur
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

MEMORANDUM
To: Melrose City Council
From: Mayor Paul Brodeur
Re: Commission on Women
Date: March 28, 2023

I respectfully request the Honorable City Council confirm the appointment of Lauren Knott, 16 Mount Vernon Street, to the Commission on Women, for a one-year term set to expire on the last day of February 2024. Ms. Knott's appointment replaces the appointment of Lauren Grymek, who recently resigned from the commission.

As a queer woman and a professional working to support youth experiencing homelessness or who are at risk for homelessness, Ms. Knott and I are eager for her to represent the LGBTQ+ community and support women and girls locally here in Melrose.

Thank you for your consideration.

LAUREN KNOTT
[redacted]
16 Mount Vernon Street, Apt 1, Melrose, MA 02176 | [redacted]

RELATED EXPERIENCE

Point Source Youth, Boston, MA
Vice President of Strategic Partnerships August 2022-Present

- Recruit community partners to hire the organization to provide technical assistance to end youth homelessness
- Build relationships with local nonprofits, policy makers, and philanthropy to fund direct cash transfers for youth experiencing homelessness
- Work across departments to conduct outreach for 4 annual conferences and recruit community sponsors to support the conference

The Technical Assistance Collaborative, Boston, MA
Senior Associate July 2019- July 2022

- Lead TAC's work addressing youth homelessness, leading a team of five consultants working on various youth focused initiatives in eight communities
- Seek out business development opportunities and assist in responding to various Requests for Proposals (RFP) throughout the year
- Facilitate trainings on various topics related to HUD programs, such as grant administration, racial equity, and youth engagement

Associate December 2013-June 2019

- Facilitate planning and implementation processes for communities to address homelessness among youth
- Assist communities in developing system gaps analyses with data from multiple sources in order to identify needs and funding priorities
- Staff and manage Continuum of Care (CoC) Help Desk, which answers technical questions for recipients and subrecipients of HUD grants
- Provide direct technical assistance (TA) to multiple CoCs on writing and implementing written standards of assistance for all housing interventions, finalizing governance documents, and conducting system mapping and gaps analyses
- Assist multiple CoCs in the design and implementation of their coordinated entry systems to match HUD requirements and meet community needs
- Provide training and TA to communities and programs on how to adopt a Housing First approach
- Develop training materials on various topics, such as grant administration, program management tools, performance measures, and data systems

The North Carolina Housing Coalition, Raleigh, NC
Policy Associate August 2012-August

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2013

- Coordinated and presented at technical assistance sessions, as requested by various communities around the state, on topics such as strategies to increase affordable housing
- Monitored legislative committee meetings, news and other information centers to track pertinent legislation
- Conducted extensive research to support the Coalition's policy positions using Census, Comprehensive Housing Affordability Strategy (CHAS), and Bureau of Labor Statistics data
- Prepared policy and advocacy materials, including issue briefs, county fact sheets and talking points, that clearly communicated housing policy issues for policymakers, coalition members, and other stakeholders
- Participated in direct lobbying to elected officials
- Ensured website/social media outlets offered the most current information on policy positions, legislation, and other policy related activities

Salvation Army, Raleigh, NC
MSW Intern, Project C.A.T.C.H. August 2011-April 2012

- Developed protocols for children upon admission to shelters, including screening for mental health and developmental issues with initiation of appropriate referrals, area services, and resources
- Reviewed and improved curriculum and trained shelter staff on trauma, stress, and parent/child relationships

HomeStart, Inc., Boston, MA
Representative Payee September 2010-March 2011

- Supported 30 formerly homeless individuals in budget creation and financial education
- Paid monthly rent and bills for clients according to budget developed with participant
- Maintained accurate and detailed financial records on behalf of clients
- Continued to supervise eight volunteers and ten staff members during weekly walk-in hours, ensuring prompt service for clients and resolving any difficulties with tough cases

Crossroads Housing Search Coordinator September 2009-September 2010

- Designed and implemented successful housing search program at a family shelter in East Boston, resulting in twenty-five families securing permanent, stable housing
- Handled caseload of 15 homeless families while providing technical housing search supervision to three case managers who were in charge of ten additional scattered-site families
- Collaborated with clients to identify an appropriate housing search strategy and apply at local housing authorities and private developments
- Presented housing search trainings to outside agencies and shelter staff as requested

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- Supervised eight volunteers and ten staff members who assisted the organization during weekly walk-in hours, training them on housing search strategies and answered questions around tough cases
- Developed outreach plan for new volunteers, including faith and collegiate groups

Housing Advocate/Case Manager July 2008-September 2009

- Managed caseload of 45 homeless clients living in six different shelters in Cambridge
- Helped clients identify housing wants and apply at appropriate housing authorities and developments
- Worked with clients to apply for public benefits and locate education and job training opportunities
- Forged connections across community organizations to build relationships and identify resources

EDUCATION

The University of North Carolina at Chapel Hill, Chapel Hill, NC
Masters of Social Work, Concentration in Community, Management and Policy Practice, May 2013
Nonprofit Leadership Certificate, May 2013

Franklin & Marshall College, Lancaster, PA
Bachelor of Arts: Sociology and Public Policy, May 2008

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Margaret Ivins

CONTACT INFORMATION

Address: 177 Ashland Street, Melrose, MA 02176

PROFESSIONAL EXPERIENCE

HARVARD MEDICAL SCHOOL – BOSTON, MA

- **Office of Faculty Affairs, September 2022 – Present**
  - **Program Director for Academic Operations**

- Serve as the primary resource for quad-based departments (depts) and oversee academic collaborations with key stakeholders across HMS for issues related to the Basic and Social Science Departments.
- Streamline academic operations, facilitate bi-directional communication between OFA and other HMS offices, and manage OFA interface with quad-based depts on faculty recruitment, compensation, diversity & inclusion, research funding/regulations, retention, and advancement.
- Provide critical advice on early-stage review of promotion materials for quad faculty and oversee strategic priorities to meet institutional standards for faculty set by the LCME on faculty preparation, productivity, participation & policies.
- Collaborate with HMS IT and other partners on data collection & faculty reporting capacities and prepare OFA data, reports, and assessments for meetings.
- Interface with HMS offices on collection of data identified to meet the 15 standards in the area of faculty reporting and ensure adherence.
- Manage academic aspects of offer letters (appointment, teaching, mentoring) & promotion letters, respond to quad dept questions/concerns, and ensure adherence to components & rationale of HMS CV.
- Attend monthly Docket Committee meetings and serve as office lead for the Faculty Council annual election process.
- Innovate, refine mechanisms, and participate in strategic plan refresh, while overseeing Faculty of Medicine By-Laws annual review.
- Systematically explore and operationalize new appt types on the quad and support career development of non-ladder researchers.

HARVARD UNIVERSITY – CAMBRIDGE, MA

- **Wyss Institute for Biologically Inspired Engineering, August 2013 - September 2022**
  - **Senior Manager, Academic Affairs, March 2021 – September 2022**
  - **Manager, Academic Affairs, April 2018 – February 2021**
  - **Coordinator, Academic Affairs, August 2013 to March 2018**

- Direct the Wyss Institute Department of Academic Affairs, including all staff, budgets, and other administrative processes
- Manage academic appointments (e.g., postdoctoral fellows, visiting scholars, graduate students), including recruitment, onboarding, reappointments, etc.
- Manage international visa (J, H, B, F) and immigration processes for Wyss academic personnel
- Develop and implement Wyss/Harvard programming (e.g., community building, new hire orientation, etc.) for academic appointments
- Supervise time and labor reporting for Wyss graduate students and temporary hires
- Advise Wyss faculty on academic appointment processes (e.g., immigration, reappointments, new hires)
- Liaise with HMS Human Recourses and Harvard International Office on Wyss appointments

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- Collaborate with Finance and Sponsored Research on costing changes for Wyss personnel
- Develop and maintain Wyss appointment database and analytics
- Co-chair of the Harvard Medical School Visa Committee. Committee is designed to share any new visa regulations and to discuss any visa issues.
- Founder and member of Harvard Talent Management League

- **Harvard College, August 2013 – Present**
  - **Freshmen Academic Advisor (unpaid appointment)**

- Supervise Harvard College freshmen (3-4 per year) on university policies, programs of study, and degree options and requirements
- Provide academic advising to supervisees
- Discuss and sign off on course selection cards for supervisees
- Provide college transition guidance, including work-study, clubs/activities, and time management
- Provide career counseling

- **Harvard Law School Executive Education, January 2012 – August 2013**
  - **Program Administrator**

- Manage all program logistics for multi-day executive education programs for legal professionals
- Manage material preparation, space, accommodations, operations, media services, catering, and transportation
- Recruit participants (e.g., law firm leaders, corporate counsel) for program participation
- Market HLS Executive Education's online presence via Facebook, Twitter, blogs, and other media
- Develop, maintain, and update the Executive Education website
- Communicate with program participants at all stages of their involvement with Executive Education (e.g., recruitment, pre-program, program, alumni networks)
- Manage financial processing in coordination with HLS Financial Office

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HARVARD UNIVERSITY – CAMBRIDGE, MA

TUFTS UNIVERSITY – BOSTON, MA

- School of Medicine, May 2007 – January 2012
  - Administrative Coordinator, Medical Curriculum

- Coordinate the preclinical curriculum in a student services environment
- Primary liaison for all administrative communications to faculty and students
- Directly supervise paid audiovisual student teams in coordination with lectures
- Administer Board Exams for medical students
- Manage first- and second-year class curriculum class scheduling
- Point-of-contact for all first- and second-year medical students and faculty on all curriculum needs
- Administrative support for the Associate Dean for Educational Affairs and the Curriculum Committee
- Responsible for the planning, coordination, promotion, execution, and evaluation of Medical School events, including conferences, workshops, retreats, and formal and informal social events

ARIZONA DEPARTMENT OF ECONOMIC SECURITY – CASA GRANDE, AZ

- Office of Child Protective Services, February 2007 – May 2007
  - Administrative Secretary

- Maintain office records and databases
- Handle confidential correspondence and reports
- Help with employee questions and requests
- Schedule and coordinate meetings and events
- Prepare minutes of meetings

ARIZONA DEPARTMENT OF EDUCATION – PHOENIX, AZ

- Department of Education, January 2006 – February 2007
  - Administrative Assistant

- Process technology grants for Arizona public schools
- Organized E-Leaning Taskforce
- Assisted Deputy Associate Superintendent in drafting a senate bill on e-learning
- Manage department communications; handle confidential information
- Archive department records
- Coordinate agency conferences

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EDUCATION

UNIVERSITY OF PHOENIX – PHOENIX, AZ

Doctor of Education in Educational Leadership, November 2013
Dissertation Title: *The Stresses of the Second-Year Generation Y Medical Student: A Phenomenological Study*

NORTHERN ARIZONA UNIVERSITY – FLAGSTAFF, AZ

Masters, Administration, May 2008
Bachelors, Journalism and Criminal Justice, December 2005

AWARDS

- Harvard Hero, 2019

CERTIFICATIONS

- SHRM Senior Certified Professional (SHRM-SCP)
- MBTI Certified Trainer
- Northern Arizona University Public Management Certificate
- Arizona Department of Education Substitute Teacher

COMMUNITY ACTIVITIES

- National Kidney Foundation (Board Member – New England Chapter; Boston Kidney Walk Chair; Top Walker Awardee, 2012-2018)
- Boston Sister Association of Greater Boston
- Boston Partners in Education
- Horizons for Homeless Children
  Project Bread – Walk for Hunger

MEMBERSHIP

- Association for the Study of Higher Education (ASHE)
- NAFSA: Association of International Educators
- National Education Association (NEA)
- Society for Human Resource Management (SHRM)
- Student Affairs Administrators in Higher Education (NASPA)

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Paul Brodeur
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

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Fax - (781) 662-2182

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

MEMORANDUM
To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Council on Aging
Date: March 27, 2023

I respectfully request the Honorable City Council confirm the appointment of Margaret Ivins, 177 Ashland Street, to the Melrose Council on Aging (COA) for a 2-year term set to expire on the last day of February 2025. Ms. Ivin's appointment replaces the membership of Eileen Lyle, who resigned from the COA and whose term expired on the last day of February 2022.

A highlight of Ms. Ivin's candidacy includes her many years working within the Academic Affairs Department of Harvard University as both an employee and a volunteer Academic Advisor for freshmen. Through these roles, she has demonstrated a commitment to the Harvard community and the success of the university's faculty, staff, and student body.

I am confident that Ms. Ivin's appointment to the Melrose Council on Aging will provide her with the opportunity to demonstrate an equivalent commitment to our community's population of residents aged 60 and older.

Thank you for considering Ms. Ivin's appointment to the Melrose Council on Aging.

Application Form

Profile

Margaret
First Name

Middle Initial

Ivins
Last Name

[redacted]
Email Address

177 Ashland Street
Home Address

Suite or Apt

Melrose
City

MA
State

02176
Postal Code

What district do you live in?

None Selected

Home: [redacted]
Primary Phone

Alternate Phone

Harvard University
Employer

Program Director
Job Title

Which Boards would you like to apply for?

Council on Aging: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I am interested in working on the Council of Aging because I have a passion for working with the elderly and I want to give back to my community. The elderly population is often overlooked and underserved, and I want to make a difference in their lives. The Council of Aging provides essential services and programs that help older adults maintain their independence, health, and quality of life. By working with the Council of Aging, I can utilize my skills and expertise to improve the lives of seniors in my community. I am excited about the opportunity to work with a team of dedicated professionals who share my passion for making a difference in the lives of older adults.

Margaret_Ivins_Resume.CV.Feb2023.docx
Upload a Resume

Demographics

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Paul Brodeur
Mayor

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM
To: Melrose City Council
From: Mayor Paul Brodeur
Re: Conservation Commission Reappointment
Date: March 28, 2023

I respectfully request the Honorable City Council confirm the reappointment of Jason Jancaitis, 16 Tappan Street, to the Melrose Conservation Commission for a three-year term set to expire on the last day of February 2026.

Thank you for your consideration.

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JASON JANCAITIS, PE
PROJECT MANAGER

Professional Profile

Jason has over 20 years professional experience working on a wide range of wastewater projects for municipalities and private sector clients. Jason is experienced in wastewater treatment facility upgrades, collection system and pump stations projects from the planning stages through construction and startup. Jason is registered as a Professional Engineer in Massachusetts, Maine and New Hampshire, and as a Licensed Soil Evaluator in Massachusetts.

Related Experience

Lowell Regional Wastewater Utility, Lowell, MA – Wastewater Treatment Facility Upgrades. Managed design and construction administration of the upgrades at the Lowell Regional Wastewater Utility's Duck Island WWTF. Project includes clarifier mechanism replacement, chemical feed systems, septage receiving, sludge thickening, and associated piping and controls improvements. Develop a Request for Proposals to allow the client to preselect critical pieces of equipment. Managed preselection process, including the technical and vendor evaluation for new multi-stage blowers, clarifier equipment, rotating drum thickener, and dewatered sludge conveyors. Managed the pre-qualification of general contractors and filed sub-bid contractors in accordance with Massachusetts General Laws.

City of Haverhill, MA – Odor Control Improvements. Project Manager for the design and construction administration for odor control improvements at the Haverhill WWTF. Evaluated available technologies and developed the recommended plan for a new facility-wide odor control system. Designed chemical storage and feed system associated with the odor control project. Responsible for the design of a new biofilter which will treat 23,000 cfm of odorous air. Oversaw construction administration for the project.

City of Portsmouth, NH – Sanitary Sewer Infiltration and Inflow Study. Project Manager for investigations of the City's sanitary sewer collection system to reduce infiltration and inflow into the collection system. Project included flow isolation of 150,000 LF of sewer, smoke testing of 200,000 LF of sewer, CCTV inspection of over 50,000 LF of sewer, as well as dye testing and private property surveys. Responsible for the final report summarizing the data, which was submitted to EPA to meet the requirements of an Administrative Order. Developed a phased schedule for rehabilitation work with the City.

Town of Acushnet MA – School Pump Station Replacement. Project Manager for the replacement of an existing Gorman-Rupp suction lift pump station serving the Town's school complex. Evaluated options for improvements, developed system curve for force main, and prepared cost estimate for the project. Oversaw the development of plans and specifications for the pump station replacement. Project Manager for the project during construction administration.

City of Portland, ME – Curtis Road Pump Station Evaluation and Replacement. Project Manager for the replacement of an existing Gorman-Rupp suction lift pump station with an upgraded system. Responsible for reviewing all aspects of design,

Education

- Bachelors, Civil/Environmental Engineering, Carnegie Mellon University

Registrations

- Certified Title V Soil Evaluator - MA, SE3079
- Professional Engineer - MA, 46814
- Professional Engineer - NH, 11047
- Professional Engineer - ME, 15627

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including pump capacity analysis and sizing, and development of plans and specifications. This project was delivered using a design-build approach.

City of Portland, ME – Franklin Street Pump Station Upgrades. Project Manager for the upgrades to the Franklin Street Pump Station. This project included installation of a new channel grinder, replacement of slide gates and valves, evaluation of flow meter technologies, and upgrades to the electrical distribution system and HVAC systems. Evaluated odor control technologies for potential implementation. Managed subcontractors for hazardous materials assessment of the station. This project was delivered using a design-build approach.

Town of Tewksbury, MA – Andover Street Force Main Replacement. Project Manager for the replacement of a 6000 LF force main in a busy commercial/industrial area of Tewksbury. Evaluated existing pump station capacity and historical infiltration and inflow records. Prepared cost estimate for the project. Responsible for permitting of the project with ConComm and Mass Highway. Prepared cost estimate for the project. Project Manager during bidding and construction administration of the new force main installation.

City of Gardner, MA – Headworks Upgrade. Responsible for evaluation of screening and grit removal technology. Oversaw design of the new facility, including process and building services designs. Primary author of the Preliminary Design Report.

City of Leominster, MA – WPCF Headworks Upgrade. Oversaw design of the new building which includes a mechanical fine screen and screenings washpress, and replacement comminutors and slide gates. The new facility was built over the existing channels while maintaining WPCF flows of up to 30 MGD. Performed hydraulic analysis of flow patterns at full range of flows for this facility (1-30 MGD). This project also includes the replacement of three influent screw pumps with new higher capacity pumps to allow pumping redundancy, and construction of a new electrical room and motor control center. Responsible for contractor oversight during construction.

Town of Hudson, MA – WWTF Upgrade. Evaluated existing plant pumping and headworks systems. Designed upgrade to the plant headworks, including screening, septage handling, and aerated grit chamber. Evaluated and designed refurbishments to existing sludge and scum pumps. Designed 1,400 LF force main replacement. Served as lead project engineer during construction administration of the $14.2M project which included construction of a dissolved air flotation process for tertiary phosphorous removal. Reviewed shop drawings, payment requisitions, and change orders. Responsible for contractor oversight during construction, and start-up of the new facility, including performance testing of the new tertiary equipment.

City of Leominster, MA – Nutrient Removal Upgrades. Design of a tertiary phosphorous removal process at the Leominster WPCF. Responsible for layout, sizing, and hydraulic analysis of a new ballasted flocculation process for tertiary phosphorous removal. Evaluated existing chemical storage and pumping systems and designed upgrades. Evaluated existing buildings and processes for building code compliance. Responsible for contractor oversight during construction and start-up of the new facility.

City of Fitchburg, MA – Headworks Upgrade. Design of a headworks upgrade at Fitchburg's Easterly Wastewater Treatment Facility. Evaluated operational capabilities and lifecycle cost analysis for competing odor control technologies. Prepared preliminary design report, including basis of design for replacement screening/washpresses and conveyors. Prepared project evaluation form and State Revolving Loan Fund applications. Evaluated facility's susceptibility to flooding due to high river levels.

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BRADLEY FREEMAN

39 Apple Hill Road
Melrose, Massachusetts 02176
[redacted]

The Honorable Paul Brodeur
Mayor, City of Melrose
City Hall
Melrose, MA 02176

Dear Mayor Brodeur,

Thank you for the opportunity to formally express my interest in serving on the Parks Commission in the City of Melrose. As a twelve-year resident of Melrose, with two children who participate in the programs hosted by the Parks Department and Recreation Department, I believe that I have the experience, vision and enthusiasm needed to build upon the great work and collaboration of the Parks Commission.

During my time in Melrose, I have frequently visit the City's parks to watch my children participate in sports or enjoy one of the many playgrounds, hike on our nature trails or play golf at Mount Hood. I strongly believe that having open and vibrant parks and recreation spaces are critical to fostering a welcoming and inclusive experience for residents of all ages in Melrose. As Melrose continues to experience growth, it is more important than ever that our Parks and Recreation Department offerings maintain their excellence and continue to develop new programs that meet the needs of the entire community.

I am in my fourth year on the Board of the Incarnation Baseball League, along with eighth year as a youth coach, and understand the complexities of balancing interests and demands on limited playing facilities. In addition to serving as a coach in the Inc, I have coached my son in the Recreation Department's flag football league and the winter basketball program. In doing so, I have been continually impressed by the dedication of the Department employees, as well as the commitment of the participating families, to ensuring the success of these programs.

I would welcome the opportunity to bring my perspective and experiences to the Parks Commission, as it helps the Parks Department and Recreation Department navigate the challenges and complexities of a growing City with increasing interest in the outdoors and recreational activities.

Please do not hesitate to reach out if I can provide any additional information or answer any questions.

Sincerely yours,

Bradley Freeman

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM
To: Melrose City Council
From: Mayor Paul Brodeur
Re: Parks Commission
Date: March 28, 2023

I respectfully request the Honorable City Council confirm the appointment of Bradley Freeman, 39 Apple Hill Road, to the Melrose Parks Commission, for a five-year term set to expire on the First Monday of May 2028.

Mr. Freeman is a longtime Melrose resident and active participant in our community. During his 12 years in Melrose, he has served on the Board of the Incarnation Baseball League and as a Melrose youth coach. Through these experiences, he has gained important insight into the nuances of the City's parks and recreation spaces in Melrose including our in-demand playing facilities and has gained respect and dedication to ensuring the success of the Recreation Department's programs.

I'm particularly confident that Mr. Freeman's professional experience in the field of government relations and communications will add immense value to the commission, as commissioners work together with the City to oversee the management of our public parks, squares, playgrounds, and other recreation spaces.

Thank you for your consideration.

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BRADLEY FREEMAN

39 Apple Hill Road
Melrose, Massachusetts 02176
[redacted]

WORK EXPERIENCE

Association of Independent Colleges and Universities in Massachusetts:
Vice President for Government Relations — July 2015 – present
Director of Public Policy and Advocacy — June 2012 – June 2015

- Lead all government relations activities for non-profit advocacy organization representing the public policy interests of fifty-nine private, nonprofit colleges and universities in Massachusetts
- Work closely with the AICU Mass Board of Directors and member colleges and universities to develop and implement legislative initiatives and recommend strategy to achieve policy goals
- Meet with elected and administrative officials in Boston and Washington, DC to further the public policy goals of the association and membership
- Monitor legislation and regulations to assess the impact on members and develop strategies to respond accordingly
- Prepare briefing materials and present government relations strategy plan to AICU Mass presidents and members of the government relations subcommittee
- Research, draft and deliver oral and written testimony before legislative committees on issues impacting member institutions, including efforts to impose mandatory PILOTs, taxes on endowments, efforts to increase funding for financial aid and federal research dollars and workforce development initiatives
- Develop positive legislative agenda to position AICU Mass and its members as a partner in addressing complex issues, such as workforce development, college affordability and employee retention
- Identify opportunities for AICU Mass and its members to engage with the business community and other stakeholders, and serve as a liaison to the business community and trade associations
- Serve on the executive committee of the Coalition to Preserve Nonprofit Services on behalf of AICU Mass to develop a coordinated response to efforts to impose new taxes or regulations on the nonprofit community
- Attend political events on behalf of AICU Mass membership to further relationships with elected officials in Boston and Washington, DC

O'Neill and Associates:
Associate Director — January 2012 – June 2012
Senior Account Executive, Washington /Boston — July 2008 – December 2011
Account Executive, Boston, MA — January 2008 – July 2008

- Established close working relationships with senior-level client contacts in order to manage and support federal and state accounts relating to non-profit, community relations, education, and transportation in the government relations practice area
- Developed and implemented successful federal and state strategy for appropriations and government funding on behalf of clients
- Represented client interests in meetings with members of Congress, Massachusetts Legislature, and their respective staff
- Supported clients in drafting of legislative language, appropriation requests, grant applications, and messaging points for testimony and legislative meetings
- Monitored Congressional and State House legislative schedule in relation to client interests
- Identified and pursued new business opportunities in Washington, DC and Boston, MA
- Attended political events on behalf of clients to further develop key relationships to advance client's interests
- Coordinated with fundraising committees of federal and state political candidates to plan and host fundraisers
- Provided clients with relationship marketing introductions to industry leaders and state officials to help facilitate product sales
- Served as project manager for clients, developing overall strategy and providing detailed instruction to team members to ensure that benchmarks are achieved in timely manner. This process included

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delegating responsibilities among the selected team members and maintaining oversight of all aspects of the project.

Bill Richardson for President:
New Hampshire Regional Field Director — September 2007 – January 2008
New Hampshire Field Organizer — July 2007 – September 2007
Advance and Event Volunteer — April 2007 – July 2007

- Directly responsible for vote goal and political operation in 35 cities and towns, including Concord, NH
- Built field and regional political infrastructure necessary for a campaign
- Managed paid staff and volunteers – four staff and 12 full time interns/volunteers on election day
- Recruited local and out-of-state campaign volunteers
- Coordinated volunteer activities including literature drops, neighborhood canvassing, visibilities, and event support
- Directly involved in organizing, scheduling, and advancing all state events for Governor Richardson while in New Hampshire
- Worked directly with senior staff and fellow regional field directors to coordinate campaign activities including events with Governor Richardson or surrogates, campaign-wide canvassing efforts, and voter identification outreach
- Collaborated with communications staff to craft appropriate messages and talking points for New Hampshire campaign events

The Office of Representative Alice K. Wolf:
Legislative Aide, Massachusetts House of Representatives — July 2006 – June 2007

- Drafted and tracked legislation dealing with education, transportation, and environmental reforms
- Organized neighborhood meetings with local Cambridge officials, elected officials, and state agencies to discuss issues of concern in community
- Developed comprehensive communications strategy and managed all media relations including responding to media inquiries and drafting press releases, media advisories and talking points
- Oversaw Constituent Services within the office, working with state agencies to resolve constituent cases

EDUCATION

Providence College, Providence, RI

Bachelor of Arts May 2006
Major: **Political Science**
Delivered 2006 Providence College Commencement Address
President of Class of 2006

References Available upon Request

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CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: April 3, 2023

Re: 4/3/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 4/3/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Amount	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
APPRO-2023-14 Passed 3/20/23	35,311.00	7,124,595.00	School
APPRO-2023-15 Passed 3/20/23	2,762,674.93	4,361,920.07	School
APPRO-2023-16 Passed 3/20/23	35,449.00	4,326,471.07	Elections
APPRO-2023-17 Passed 3/20/23	903,000.00	3,423,471.07	Public Safety
If APPRO-2023-19 is approved	*159,784.00*	*3,263,687.07*	*City Departments*
If APPRO-2023-20 is approved	*169,959.48*	*3,093,727.59*	*School*
If APPRO-2023-21 is approved	*125,000.00*	*2,968,727.59*	*School Facilities/Planning*

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CITY OF MELROSE

AUDITOR'S OFFICE
City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4107
Fax - (781) 662-2182

PATRICK D. DELLO RUSSO
CFO/City Auditor

To: Honorable City Council
City of Melrose

From: Patrick D. Dello Russo, MBA
CFO/City Auditor

Date: March 28, 2023

Re: **Free Cash Appropriation Considerations for the remainder of the Fiscal Year.**

As the CFO/City Auditor, I submit this summary of Financial Management Strategies for the remainder of the Free Cash available for the remainder of the fiscal year. To-date: $3,423,471.07 is available of the $7,159,906 Certified.

Part I.

Reserves/Stabilization Funds & Management ($950,000)

The City of Melrose has established a number of Financially Strategic Stabilization Funds, with a collective balance just under $7.5 million dollars. This provides assurance to the community that we can meet a negative downturn in the economy or unanticipated costs, which could disrupt the delivery of services and negatively impact our operating budget at any given time within a fiscal year. There is "tremendous value here" in our collective decision to safeguard the assets of the community through the establishment of these funds. There is no greater priority from a financial perspective.

1. We have developed a **"Foundation Stabilization Fund" # 8401**, with a balance just under $3.9 million dollars. The request before you is to add the sum of $50,000 thousand dollars to this fund for a total of close to $3,95 million dollars. The City's goal is to have the Fund equate to 5% of the operating budget. In Fiscal 2023 that amount would be just over $4.7 million dollars. If approved, this would be a positive move in our efforts to reach that goal. The Massachusetts Municipal Association "best practice" includes adopting reserve funding targets of 5% or more based on the specifics of the municipal

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budget and consideration of spending and revenue risks. There is also a standing City Council Ordinance (Section 48-5) that speaks to the funding of the Stabilization Fund annually. We have also budgeted $50,000 to go into this fund as part of the standard annual operating budget request.

2. We have established a **"Contract Stabilization Fund" #8404,** with a balance of just over $882,000 thousand dollars. The request before you is to add the sum of $450,000 thousand dollars to this fund in order to insure that the city can fund negotiated collective bargaining agreements when settled, and non – union compensation obligations for example. This includes any retroactive payments relative to the respective contracts and non-union salary adjustments. To date, going into FY2024, the Fire Union is out of contract as of June 30, 2023. The target balance for this fund is $1.3 million dollars.

3. We have established a **Capital Stabilization Fund # 8405,** with a balance of just over $472,000 thousand dollars, and we seeking $100,000 dollars at this time as it mirrors our targeted amount of $550,000 at this time. Capital purchases in excess of $25,000 thousand dollars are funded from this source. This enables the city to add flexibility in addressing its' capital needs (pay as you go financing) for items that are not advantageous to issue debt on (departmental equipment, for example) and may be needed at any time during a fiscal year.

4. We have established a **Suits and Claims Stabilization Fund # 8406,** with a balance of over $496,378 thousand dollars. The city uses this fund to address costs associated with legal claims and suits that arise throughout the fiscal year. We are not seeking any funding at this time as it meets our target amount of $500,000 thousand dollars.

5. We have established a **"Special Education Stabilization Fund" #8408,** which is used to fund special education costs realized by the School Department that exceed its budgeted funds. We are requesting you to add $250,000 thousand dollars to this fund at this time. We currently have just over $502,000 thousand dollars in this fund. Our new target allocation is a standing balance of $750,000 thousand dollars given the increases in costs we are realizing.

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6. We have established a Statutory Fund under Chapter 32b, Section 20; called the **"OPEB Fund" #8407,** (Other Post Employment Benefits), with a balance of just over $1,038,000 thousand dollars. We are requesting the sum of $50,000 thousand dollars be added to this fund. The continued funding of this significant liability plays a "key" role in the determination of our Bond Rating by Standard and Poor's Rating Agency (please see most recent S & P report dated September 15, 2020). We have also incorporated a request for $50,000 thousand dollars as part of the standard annual operating budget request.

7. We have established an **"OSHA" Fund # 8409,** (Occupational Safety and Health Administration), stabilization fund with a current balance of over $204,000 thousand dollars. We are requesting the sum of $50,000 thousand dollars be added to this fund which would bring the balance to just over $250,000 thousand dollars. The City's target amount for this fund is $250,000 thousand dollars.

Part II.

Project/Program and Cost considerations ($1,158,893.48):

1. School Department Curriculum Program - $169,959.48
2. School Department Master Plan - $125,000
3. HRS Nonunion compensation plan funding - $159,784
4. DPW Tree Planting Program - $84,150
5. Radar Speed Signs and Traffic Study - $50,000
6. IT Investments in City/School Technology - $200,000
7. Accessibility and Adaptive Equipment Projects - $100,000
8. Medicare - $40,000
9. City Solicitor Liability Insurance Program - $30,000
10. HR Department - Workers Compensation - $150,000
11. Cemetery Department - $50,000

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Part III.

Open Items and Cost Considerations ($1,314,577.59):

1. Public Safety Overtime - $300,000
2. Snow & Ice Funding Contingency - $1,014,577.59

Summary Observations

Balance Information:

Part I. $ 950,000.00

Part II. $ 1,158,893.48

Part III. $ 1,314,577.59

Total: $ 3,423,471.07

In closing, it is always our intent to seek transfers to offset budgetary items that need supplemental funding such as Medicare for example, in lieu of using Free Cash Funds. The amounts represented here are estimates until a formal request is made from the Mayor to the City Council for funding. Supplemental items may be introduced, and some items may be changed in dollar scope as well as more information becomes available. In the event we do not have to use the Snow and Ice Funding Contingency, the Mayor will make an additional funding request to present to the City Council prior to the fiscal year end. The objective of this memorandum is to simply provide you with some perspective on items under consideration by the Office of the Mayor.

Cc: Honorable Mayor Paul Brodeur
Margot Fleischman, Director of Strategic Initiatives

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CITY OF MELROSE

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

DENISE M. GAFFEY
Director and City Planner

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

MEMORANDUM

TO: Mayor Paul Brodeur

CC: Patrick Dello Russo, Chief Financial Officer/City Auditor
Dr. Julie Kukenberger, MPS Superintendent of Schools
Kenneth Kelley, MPS Director of Finance and Administrative Affairs

FR: Denise Gaffey, OPCD Director
Elena Proakis Ellis, DPW Director

DATE: April 3, 2023

RE: Free Cash Request for School Facility Master Plan Study

The Feasibility Study recently completed for the Beebe Elementary School and the current challenges with the Ripley School building highlight the need to perform a comprehensive assessment of all school facilities to better understand how existing facilities can be used in an optimal way to best serve the needs of Melrose students and the community at large.

A comprehensive district-wide school facility evaluation was last performed in 1997 by HMFH Architects. That study was instrumental at the time in positioning the City and School Department to embark on a capital campaign for new school facilities in collaboration with the Mass School Building Authority (MSBA). It resulted in three major school facility projects including the Lincoln Elementary School Renovation and Addition (2000), the new Roosevelt Elementary School (2002) and the new Melrose Veterans Memorial Middle School (2007). Other important capital projects in school facilities that have been performed in recent years include the series of investments in the Melrose High School (Science Labs, Learning Commons, Guidance and Administration Upgrades, Roof Replacement and HVAC Upgrade), the renovations to the Horace Mann Elementary School and the Modular Classroom additions at the Winthrop and Hoover Elementary School.

These projects addressed enrollment challenges and obsolete facility needs at the time, but the needs and challenges that confront the district today—25 years after the last School Facility Master Plan Study--require a new, comprehensive evaluation. This Study

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will assess existing physical conditions at each of the school facilities, review their adequacy to house anticipated student enrollment over the next 20 years and make recommendations for necessary renovations and reconfigurations in line with desired educational outcomes. The study will also help identify the priorities for pursuing grant funding for capital construction projects through the MSBA.

It is imperative to start planning now to identify the next Core Capital Project to submit for grant funds to the MSBA as it can take years for project to receive an invitation to proceed. In addition, a decision about the future use of the Beebe Elementary School will be needed once the library vacates the space next year. This study will help guide these important decisions.

This project ranked highly on the 2022 Capital Improvement Program (CIP) list of projects. It addresses the major CIP criteria and is linked to several other CIP Projects. It is estimated to cost $125,000, based on a review of similar efforts and discussions with architects familiar with this work.

Thank you for your support. We look forward to discussing this further with the City Council as they consider this request.

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chair

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Greg Sampson /DG

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

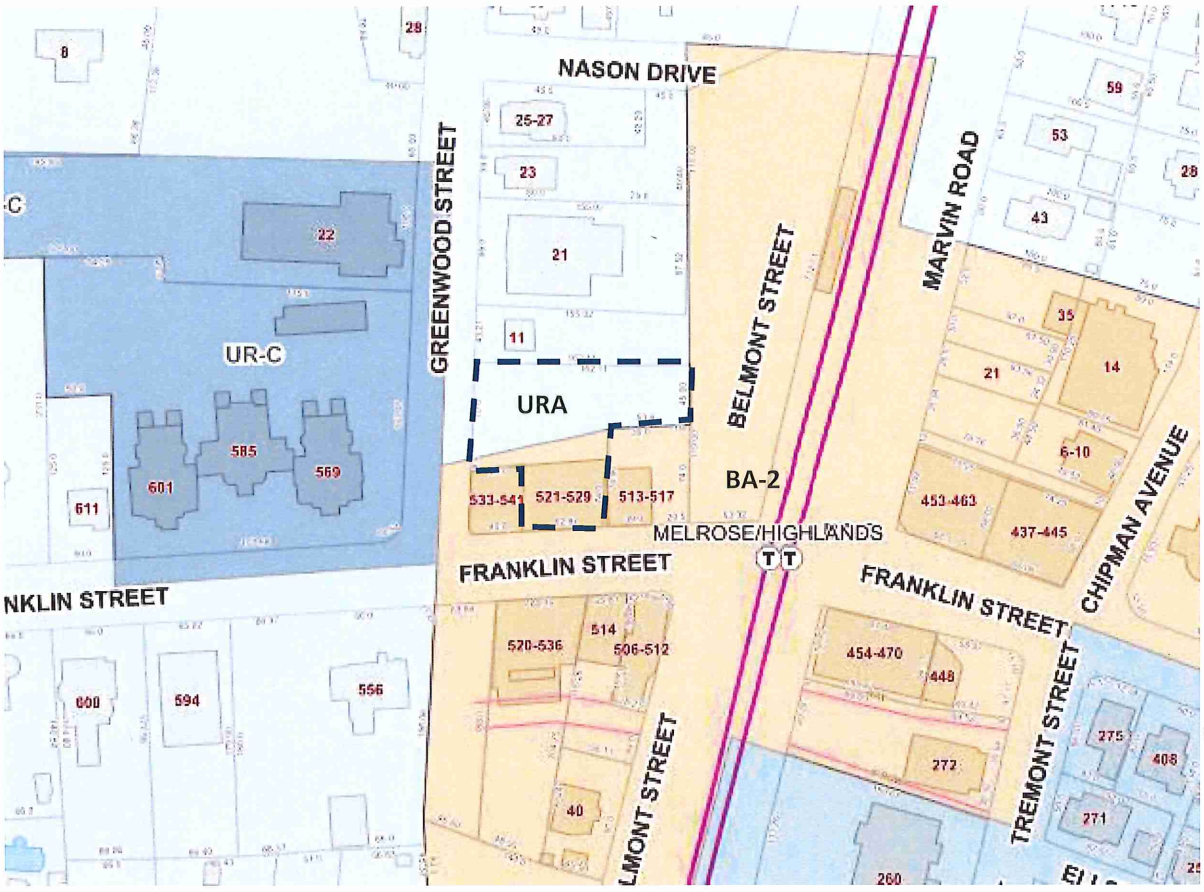
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BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

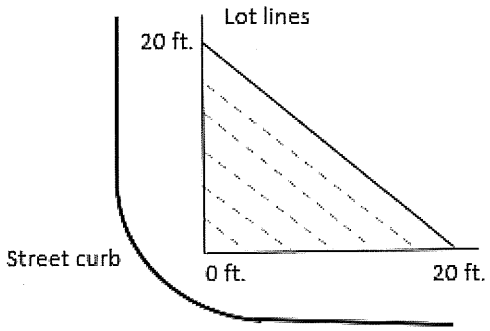
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Zoning Amendment Package 2023

Office of Planning and Community Development

March 6, 2023

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Overview

The proposed changes seek to clarify sections of the zoning ordinance for:

1. Easier interpretation and understanding
2. Compliance with MA General Laws
3. Reduction in number of variance requests for violations regularly approved by the Board of Appeals

<u>10 Proposed Zoning Amendments</u>

- Corner Lot Setbacks
- Structure Definition
- BA-2 Zoning District Line Change at 521-529 Franklin St.
- Retail Food Establishment Definition
- In-law Apartment Definition
- Votes for Special Permit Approval & Term
- Sight Lines and Fence Height in Front Yards on Corner & Non-Corner Lots
- Site Plan Approval Criteria
- Unit Size
- Family & Dwelling Definitions

<u>1 Proposed General Code Amendment</u>

- Vegetation Height for Corner Lots & Yards along Streets

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setbacks

Proposal: Amend Sections 235-5 *LOT,CORNER* and *LOT LINE, REAR* Definitions & 235-25.C, Additional dimensional and density provisions relating to corner lots

Corner Lot Setbacks

- This amendment allows properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets
- In the Planning Board's review of corner lot properties, allowing for side yard setback distances by Variance has not been detrimental to the streetscape or abutting properties
- Two yards often function as side yards and changing the ordinance allows the Owner to build a structure consistent with the use of the yard
- Removing the need for a Variance eliminates a hardship for the Owner
- Identified as an action item in the Melrose Forward Master Plan

Year	Number of Related Variance Cases	% ZBA Approved
2017	1	100%
2018	6	83%*
2019	10	100%
2020	8	75%**
2021	12	83%***
2022	1	100%

* 1 case was withdrawn
** 1 case denied due to other relief requested & 1 withd
*** 1 case denied due to rear yard issue & 1 withdrew

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Corner Lot Setback Example– 101 Sycamore Rd.

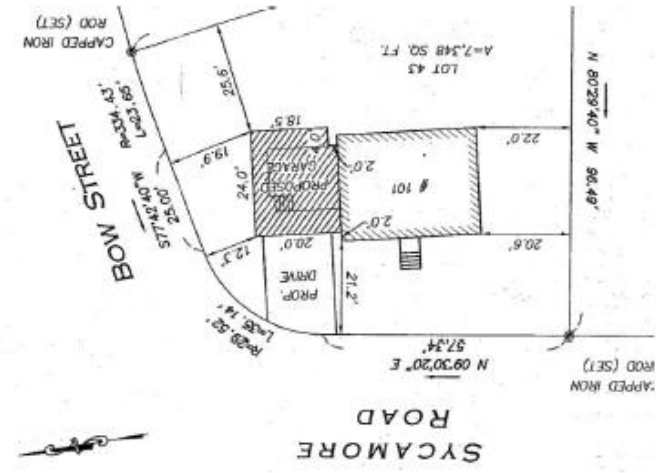
Address: 101 Sycamore Road

Description: Remove side deck and build an attached garage in front & rear yard (Bow St. and yard opposite Sycamore Rd.)

Zone SR-B	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	12	30
Existing	22	-	30
Proposed	12.3	-	25.6

Relief Required: Variance

As a result of amendment: If the front yard (Bow St.) is considered a side yard this proposal would be by-right.







Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setback Example– 280 First St.

Description: Build 2-story addition in front & rear yards (Highview Ave and yards opposite Highview Ave and First St.)

Zone UR-A	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	10	20
Existing	12.9 (Highview Ave)	-	9
Proposed	14	-	9

Relief Required: Variance

As a result of amendment:

Change to front yard: if the front yard is considered a side yard this proposal would be by-right.

Change to rear yard: If the yard with the shallower depth is considered a side yard & yard with the deeper depth shall be considered a rear yard, the proposal would be by-right if it was reduced by 1 ft.







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Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Structure Definition

Proposal: Amend Section 235-5 *STRUCTURE* Definition

Structure Definition

- The Zoning Ordinance currently defines retaining walls and fences as structures triggering accessory building/structure setback requirements per Section 235-24.B unless exempted by variance

ACCESSORY BUILDINGS AND OTHER STRUCTURES DIMENSIONAL REGULATION

District	Maximum Coverage (percent of required rear yard area)[1]	Distance From Lot Line (feet)		Building Heig (feet)
		Front	Side and Rear	
SR	25%	20	10	20
SR-A	25%	20	10	20
SR-B	40%	15	10	20
UR-A	50%	15	4[2]	20
UR-B	50%	15	4[2]	20
UR-C	50%	15	4[2]	20
UR-D	50%	15	4[2]	20

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Structure Definition

- Retaining walls & fences are often on or close to a property line and it was likely not the intent of the regulation for setbacks to apply
- Removing retaining wall and fence from the definition of structure will resolve this issue

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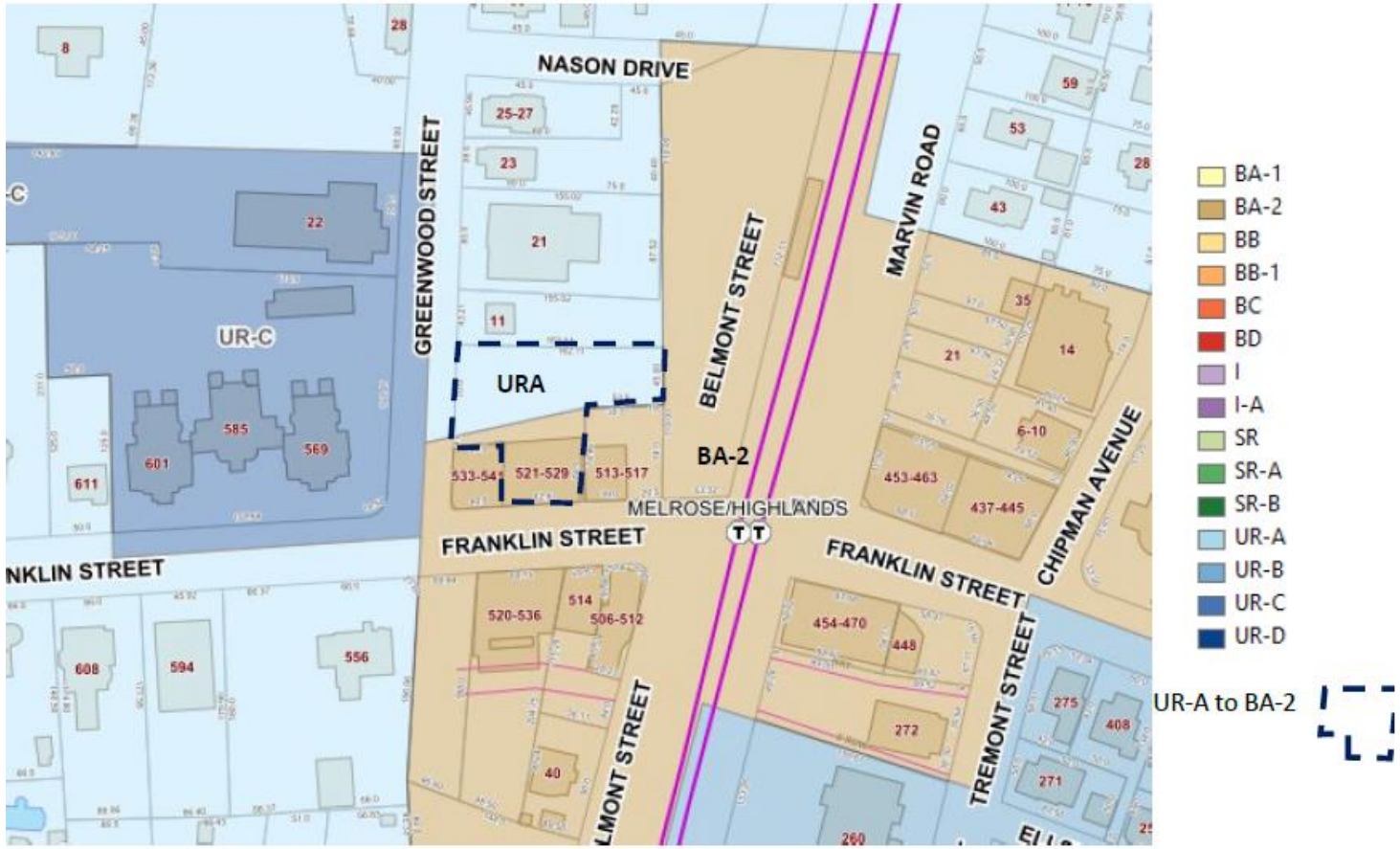
BA-2 Zoning District Line Change at 521-529 Franklin St.

Proposal: Amend Section 235-8 Changes to map

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

- 521-529 Franklin St. is split into two zoning districts: BA-2 and URA
- The split zoning complicates refinancing and insuring this property
- The best use of this property is in line with uses permitted in the BA-2



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Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Retail Food Establishment Definition

Proposal: Amend Section 235-5 *RETAIL FOOD ESTABLISHMENT* Definition

Retail Food Establishment Definition

- This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption in line with the City's new liquor laws

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition

Proposal: Amend Section 235-5 *IN-LAW APARTMENT* Definition

In-law Apartment Definition

- The definition of in-law apartments is overly restrictive as it prohibits this use in houses that have had additions or alterations after January 1, 1990
- Removing Section F & revising Section G will allow for alterations and additions, while still restricting the size of the unit
- Additions would need to conform to dimensional regulations in the district & a special permit is still required for the use

SECTION 235-5

IN-LAW APARTMENT

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition

- The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments where all other provisions are met
- This amendment is also identified as an action item in the Melrose Forward Master Pan

Housing

Recommendations

Goal 1: Encourage the creation of housing units that are affordable to a broad range of incomes.

Strategy 1.1: Promote regulations that permit a variety of residential types, ensuring Melrose residents of all ages and incomes can remain in Melrose.

Action 1.1.1: Consider amending the Zoning Ordinance to decrease restrictions on in-law apartments.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

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Votes for Special Permit Approval & Term

Proposal: Amend Section 235-62 Special Permit Procedure

Votes for Special Permit Approval & Term

Votes for Approval

This amendment updates the zoning ordinance to be consistent with the recent changes to MGL Chapter 40A including:

- Reducing number of votes to grant zoning approvals related to multifamily housing, mixed-use development, and reduced parking, from 2/3 supermajority to simple majority

Special Permit Term

This amendment increases the time allowed to exercise a special permit reflecting an opt-in change to MGL Chapter 40A from 2 to 3 years

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

Proposal: Amend Section 235-25.K and 235-25.L

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

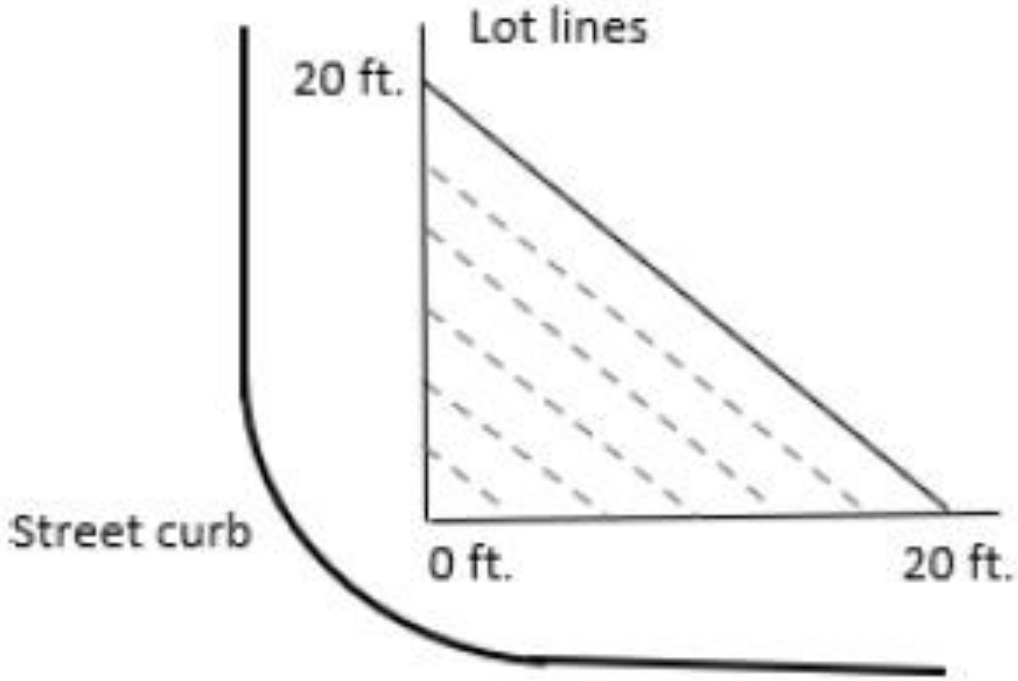
Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

- OPCD has received requests from the public and elected officials to clarify Sections 235-25.K &-25.L of the code which are confusing and easily misinterpreted
- The purpose of these regulations is to ensure visibility and safety by regulating the height of fences and other structures on corner lots and in front yards and to maintain an interesting streetscape

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner Lots

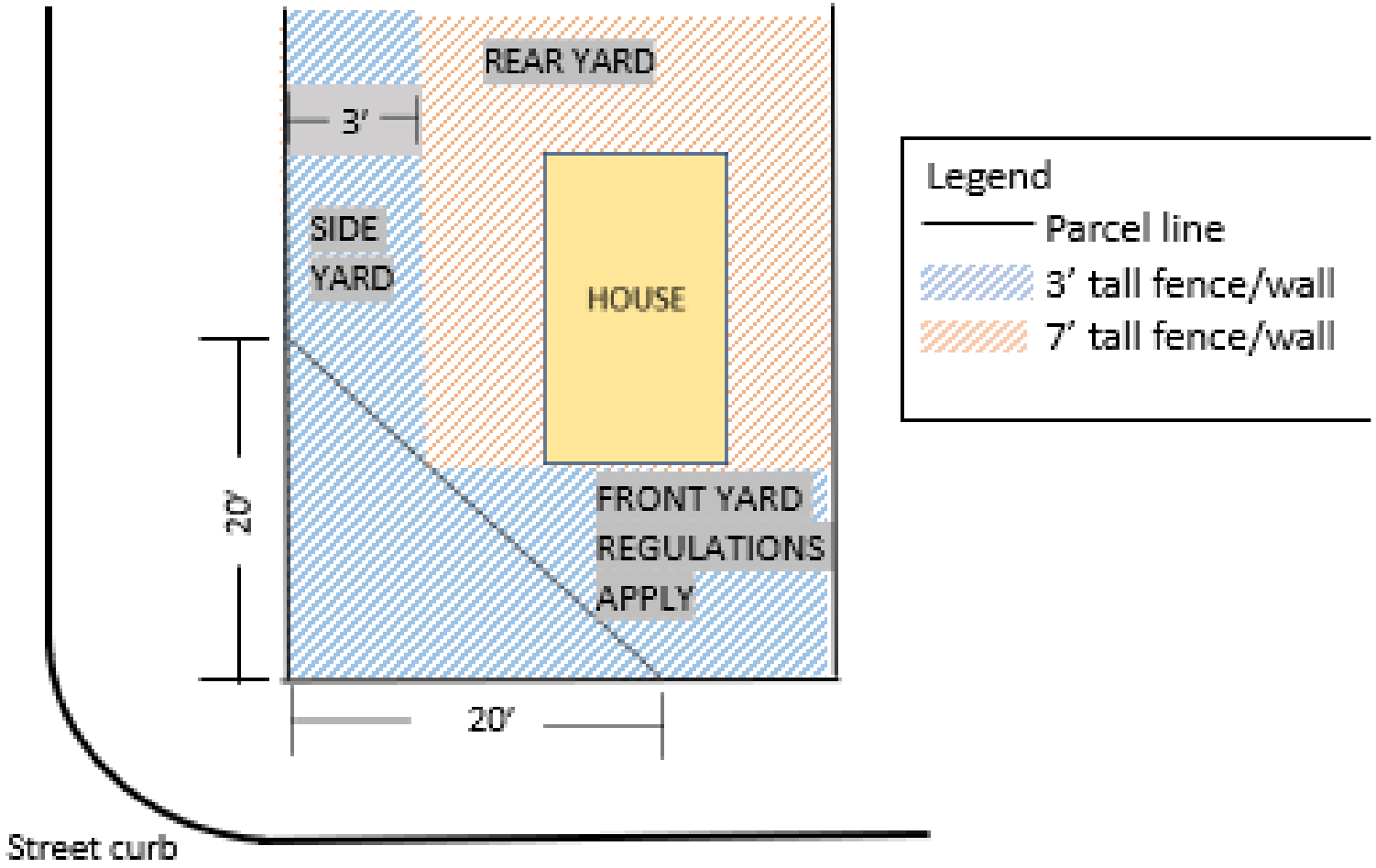
- The proposed measurements were carefully selected based on the existing code, codes in other cities and towns, traffic safety regulations, and a setback analysis conducted by OPCD Staff
- The amendment proposes that within a triangular area formed by measuring 20 ft. from the intersection of the property lot lines, a structure cannot exceed 3 ft. in height



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner Lots

- Beyond the triangular area
  - In the side yard structures may be taller if they are setback 3 ft. from the property line
  - In the front yard structures follow the front yard regulations



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Sight Lines and Fence Height in Front Yard on Corner Lot-- Do's and Don'ts









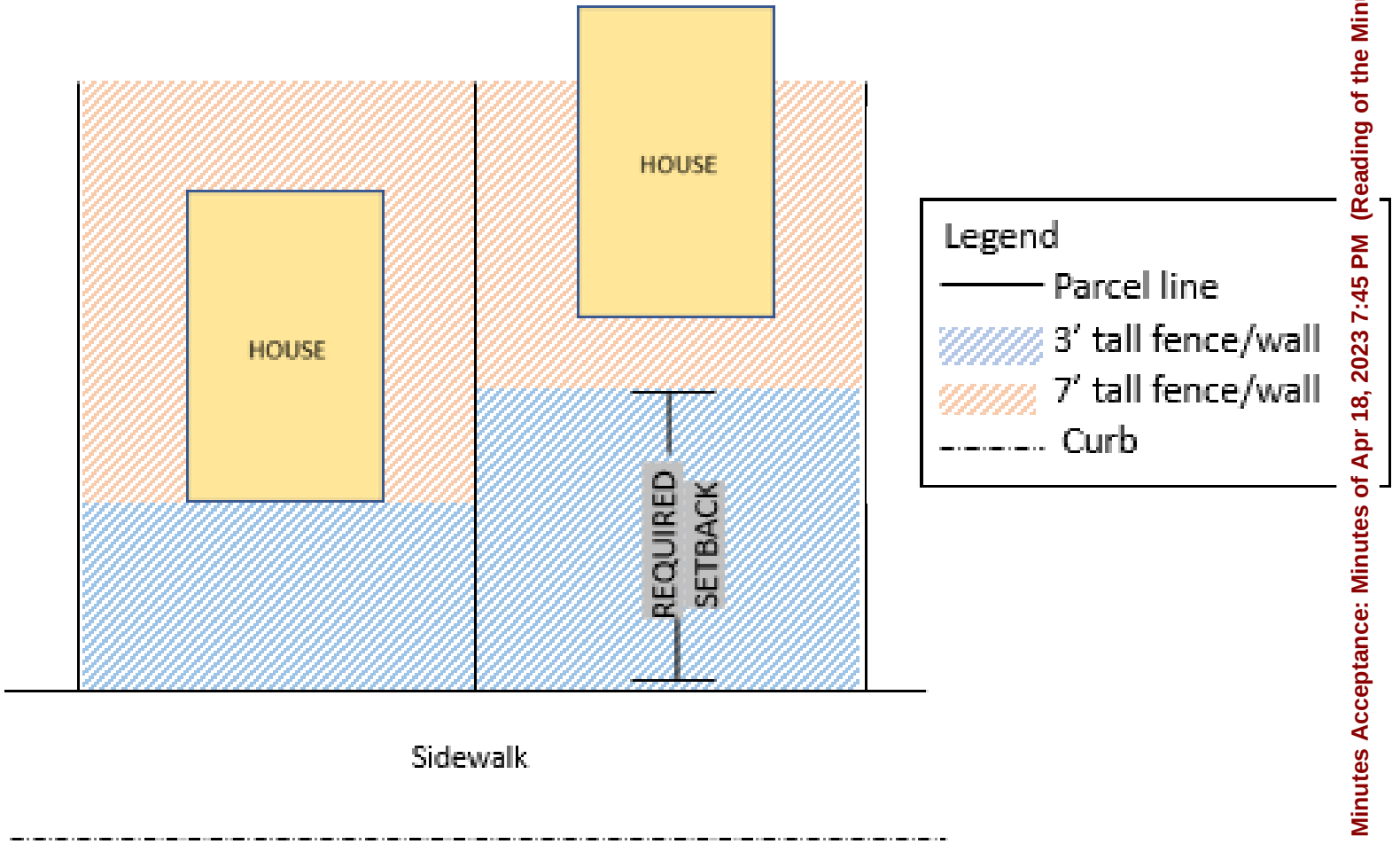




Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yards on Non-Corner Lots

- For non-corner lots, the amendment proposes that within the front yard setback or from the line of the existing primary structure to the lot line (whichever is less), a fence, wall, or similar structure will not be taller than 3 ft.
- Beyond the setback or the line of the existing primary structure, fences and walls may be up to 7 ft. tall



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard -- Do's and Don'ts









Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Site Plan Review Criteria

Proposal: Amend Section 235-16.1.E(5) Site Plan Approval

Site Plan Approval Criteria

- In relation to Section 235-25.K & -25.L, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites during the Site Plan Review process

SECTION §235-16.1.E(5)

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets

Proposal: Amend General Code to include vegetation height and shift enforcement from Building Inspector to Department of Public Works

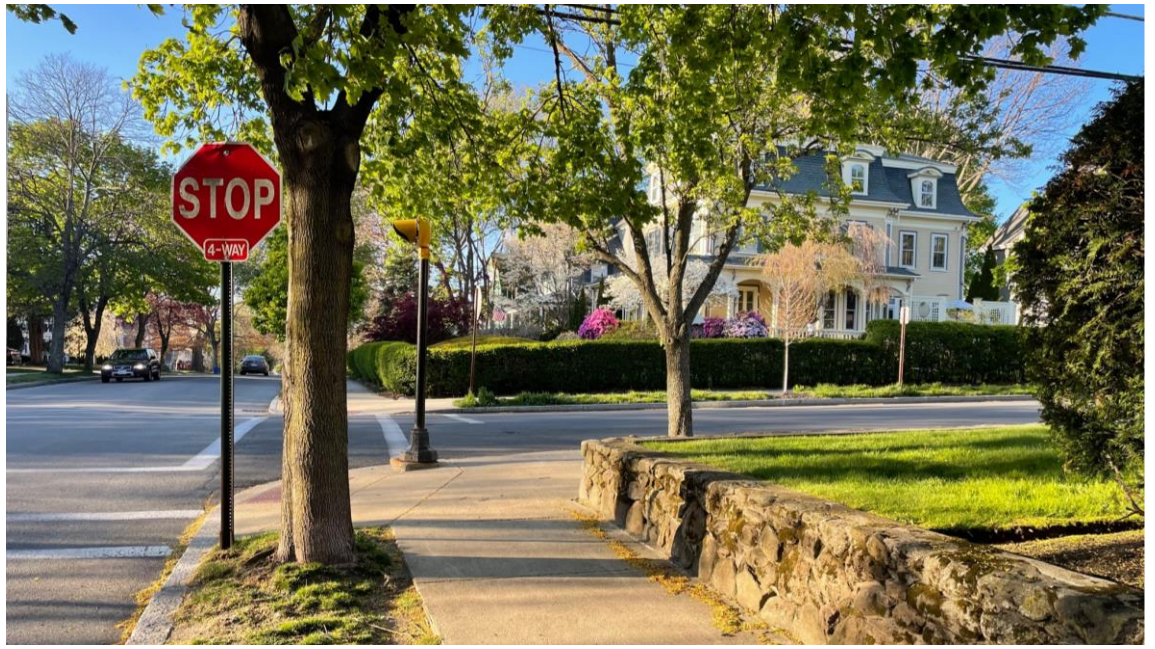
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets

- Vegetation is proposed to be moved from Sections 235-25.K & -25.L of the MZO to the General Code shifting enforcement responsibility from the Building Commissioner to the DPW, which oversees vegetation maintenance throughout the City
- In removing vegetation from the zoning ordinance, existing vegetation will not be deemed legally nonconforming, allowing for enforcement of new and existing vegetation
- The Director of Public Works may use discretion in determining if existing vegetation creates a safety hazard

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)





Vegetation Height for Corner Lots & in Yards along Streets

- Hedges & any other leafy vegetation are regulated to:
  - Promote driver and pedestrian safety by ensuring no obstructions in the public way
  - Maintain an interesting, pedestrian friendly streetscape

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets

- Hedges can be up to 3 ft tall and leafy vegetation cannot obstruct view within 3 feet of front yards or side yards
- This proposal also limits height following the same 20 ft. measurements for corner lots as Section 235-25.K







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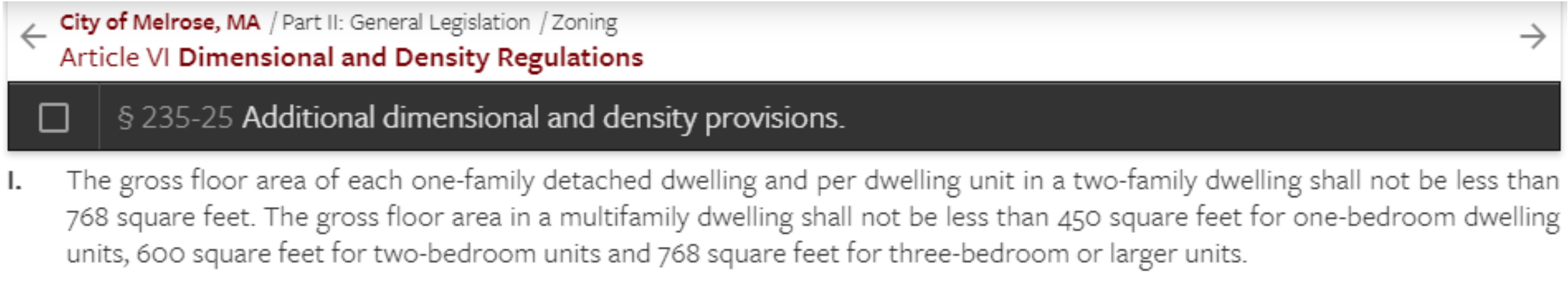
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size

Proposal: Amend Section 235-25.I

Unit Size

- The zoning code's restrictions on dwelling unit size prevent the City from complying with DHCD's guidelines on the new multi-family zoning requirements for MBTA Communities (MGL Chapter 40A Section 3A)
- To comply, zoning cannot restrict the size of residential units
- The proposed amendment removes minimum unit sizes requirements from the code



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size

There are several mechanisms that will be used to prevent overcrowding (a rare occurrence in Melrose):

- ✓ Health and State Building Code regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls
- ✓ Zoning district regulations controlling the number of units include lot area, FAR, and/or height and setback restrictions
- ✓ Market demand controls unit size

235 Attachment 2

City of Melrose

Table of Dimensional and Density Regulations

[Adopted 4-6-2015 by Ord. No. 2015-90; 6-7-2021 by Order No. 2021-96]

District	Use	Minimum Lot Area (square feet or as noted)	Minimum Frontage and Lot Width (feet)	Minimum Lot Depth (feet)	Yards			Maximum Height (feet)	Maximum Stories	Maximum Coverage	Maximum Floor Area Ratio	Mini Op Sp
					Front (feet)	Side (feet)	Rear (feet)					
SR	Any permitted use	25,000	110	90	25	20	50	35	2 1/2	35%	None	50
SR-A	Any permitted use	15,000	100	90	25	15	40	35	2 1/2	35%	None	50
SR-B	Any permitted use	10,000	80	90	20	12	30	35	2 1/2	35%	None	40
UR-A	Townhouse	7,500 per dwelling unit	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Two-family dwelling	13,500	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Single-family dwelling	7,500	75	90	20	10	20	35	2 1/2	35%	None	35
	Any other permitted use	10,000	100	90	20	10	20	35	2 1/2	35%	None	35
UR-B	Single-family dwelling	7,500	75	90	20	10	15	35	2 1/2	50%	None	30
	Two-family and multifamily dwelling uses and townhouses	7,500 plus 3,000 for each dwelling unit more than 1	100	90	20	10[1]	15	35	2 1/2	50%[2]	None	30
	Any other permitted use	10,000	100	90	20	10[1]	15	35	2 1/2	50%	None	20

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Unit Size

- Eliminating unit size will allow the City to comply with MGL Chapter 40A Section 3A while still regulating density using other zoning provisions
- This will enable the City to have a variety of housing types in terms of size and cost, which is a goal of the Housing Production Plan

Housing Goals

MELROSEHPP

1. **Housing Mix.** Encourage a range of housing options and types to serve households with a variety of incomes and meet the diverse needs of current and future Melrose residents.
2. **Racial Equity.** Advance racial equity, promote inclusion, encourage wealth creation through housing access for people of color, and enrich the Melrose community through increased diversity.
3. **Affordable Housing.** Expand and preserve deed-restricted and subsidized Affordable Housing opportunities for low- and moderate-income households, including family households.
4. **Enhanced Neighborhoods.** Utilize housing as a tool to enhance existing Melrose neighborhoods, balancing development with other community priorities like open space, historic preservation, economic development, walkability, sustainability, and resilience.
5. **Community Engagement.** Promote an understanding of the role that housing plays in Melrose and the region through ongoing public engagement and discussion.

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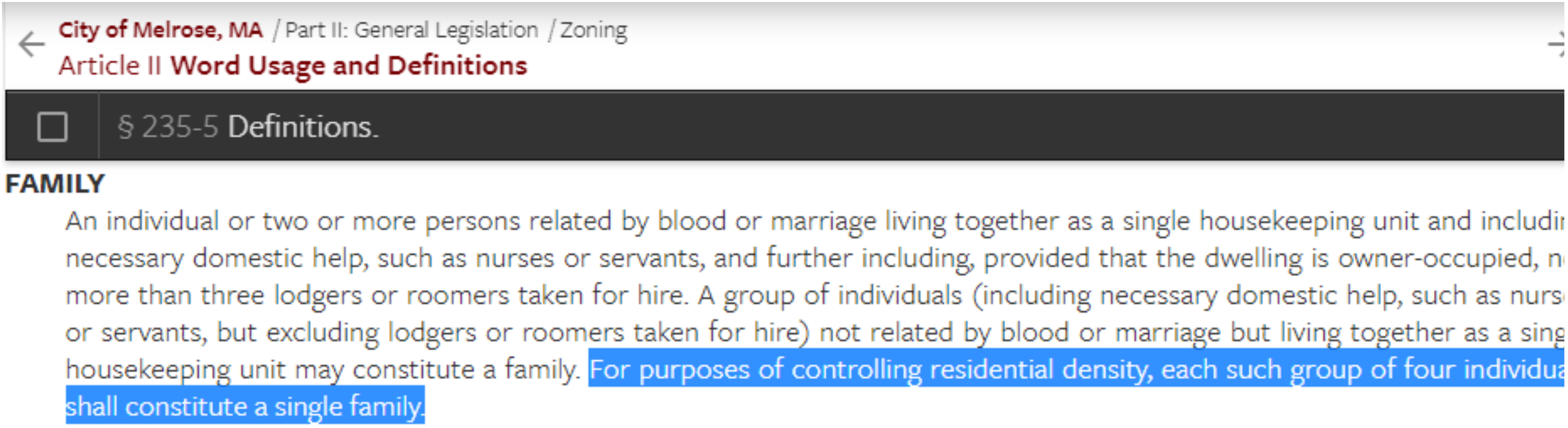
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Family & Dwelling Unit Definition

Proposal: Amend Section 235-5 *APARTMENT HOUSE; FAMILY; DWELLING, ONE-FAMILY; DWELLING, TWO-FAMILY; DWELLING, MULTIFAMILY* Definitions & Amend Section 235 Attachment 1

Family & Dwelling Unit Definition

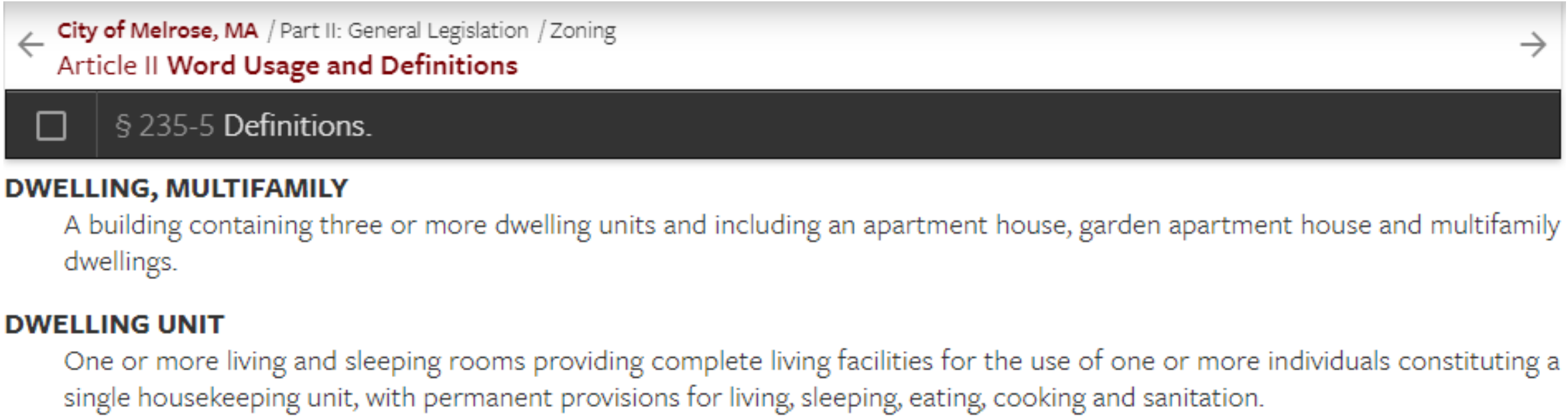
- To comply with DHCD's new multi-family zoning requirements for MBTA Communities, the definition of family needs to be amended as zoning cannot limit the number of occupants in a unit
- Restricting occupancy based on biological or legal relationships can be discriminatory and does not address the purposes of zoning
- Biological families can have the same, less, or more of an impact on traffic, parking, overcrowding, etc. than a non-traditional family living together as a household



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Family & Dwelling Unit Definition

- The zoning code already defines Dwelling Unit and Multifamily Dwelling Unit
- Defining One-family and Two-family Dwelling Units instead of defining Family organizes the code in a more streamlined manner
- The Dwelling Unit definition establishes the primary intent of a residential unit being a space with complete living facilities occupied by people who share use of the space as a single housekeeping unit



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Family & Dwelling Unit Definition

- This amendment also strikes the definition of Apartment House from the zoning ordinance, the Table of Use and Parking Regulations, and the definition of Multifamily Dwelling
- The definition of Multifamily Dwelling duplicates the apartment house use rendering it obsolete
- The reference to garden apartment house is also eliminated from the definition of Multifamily Dwelling because it is no longer relevant

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chairman

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

March 27, 2023

The Honorable City Council
Of the City of Melrose, Massachusetts

Re: Report to City Council on Order 2023-59, Amending Melrose Revised Zoning Ordinance, Chapter 235, Various Provisions

To the Members of the City Council:

Pursuant to Massachusetts General Laws, Chapter 40A, Section 5, the City Council held a public hearing on the above-reference zoning amendments on March 6, 2023. The proposed amendments were initiated by the Planning Board to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. City Councilors had questions and comments regarding the proposed amendments, which were discussed at the public hearing. No one from the public appeared to comment or submitted written comments.

The Planning Board held a public hearing on the above-referenced zoning amendments on March 13, 2023, at the request of the City Council to hold separate hearings. No one from the public appeared to comment or submitted written comments. Members discussed the questions and comments raised by the City Councilors and responded to the feedback as detailed below.

Deed Restrictions for Properties with In-Law Apartments
Members of the City Council questioned if there should be deed restrictions for properties with In-Law Apartments. It was clarified that to establish an In-Law Apartment, Applicants must apply to the Board of Appeals for a special permit. Applicant must record the Board of Appeals' decision at the Registry of Deeds, which would appear during a title search.

In-Law Apartments Special Permits and Variances
Members of the City Council inquired about the volume of requests for variances for In-Law Apartments. Planning Staff determined that there have been 14 applications for In-Law Apartments since 2010, 8 of which required variances from §235-5 Definition of In-Law Apartments Standards F & G. All but one application was approved. The number of requests for In-Law Apartments is, on average, approximately one application per year. The proposed amendment is not expected to increase the volume in any meaningful way.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin Street
Members of the City Council questioned whether a proposal to change the lines of a zoning district should be included in this package of zoning amendments. The Planning Board noted that it is a best practice to have zoning districts follow parcel lines to avoid parcels being split into two different districts. In this instance, the direct abutters on either side of the property are commercial buildings and there are many other commercial and mixed uses in the direct vicinity, so the BA-2 designation for the entire parcel is logical and desirable. Furthermore, although not required by law, the Planning Office mailed notices with information about the amendments to abutters within 300 feet of the subject parcel. No comments from the public were received. The Planning Board continues to recommend including this district line change with the package of zoning amendments.

Translations for Proposed Amendments
The Planning Board discussed a comment by City Councilors regarding the accessibility of the zoning code and if the regulations were available in languages besides English. It was noted that the regulations are hosted on the Ecode360 website where the City Charter and most City Codes can be found. On the Ecode360 website there is a Google Translate tool available. Planning Staff suggested that the City could prepare written guidance for the public on specific provisions such as the updated fence and vegetation regulations and consider how best to offer the information in multiple languages.

Corner Lot Setbacks
Members of the City Council requested that the changes proposed for corner lots be reviewed for public safety. Planning Staff reviewed this amendment with the Police Chief and the Fire Chief and neither official expressed any concern. Both agreed that the recommended amendment is logical and will not create any safety hazards.

Differences Between a Lodging House/Unit and a Dwelling Unit
A member of the City Council inquired about the differences between lodging houses/units, and dwelling units. The Planning Board reviewed the definitions of "Dwelling" and "Dwelling Unit" in the Melrose Zoning Ordinance which are defined as follows:

- DWELLING: A privately or publicly owned permanent structure, whether owned by one or more persons or in condominium, which is occupied in whole or in part as the home residents or sleeping place of one or more persons. The term 'one-family, two-family or multifamily dwelling' shall not include a hotel, lodging house, hospital, membership club, mobile home or dormitory.
- DWELLING UNIT: One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

The definition of "Dwelling" specifically states that lodging houses are disparate from dwellings. Additionally, "Dwelling Units" are constituted by single housekeeping units.

The Planning Board also reviewed the definitions of "Lodging Unit" and "Lodging House" in the Melrose Zoning Ordinance which are defined as follows:

- LODGING UNIT: One or more rooms for the semi-permanent use of one, two or three individuals not living as a single housekeeping unit and not having cooking facilities. 'Lodging unit' shall include rooms in boardinghouses, lodging houses, tourist homes, or rooming houses. It

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shall not include convalescent, nursing or rest homes; dormitories of charitable, educational or philanthropic institutions; or apartments or hotels.

- LODGING HOUSE: A building containing for or more lodging units.

Residents in "Lodging Units" are not living as single housekeeping units as they would be in a "Dwelling Unit." Additionally, "Lodging Units" do not have cooking facilities whereas "Dwelling Units" must provide complete and permanent living facilities including provisions for cooking. Also, lodging houses require a license from the City Council and are only allowed in a few zoning districts. The Planning Board feels that the Melrose Zoning Ordinance clearly differentiates between lodging houses/units, and dwelling units and does not recommend any further changes.

Replacement of Existing Fences in Accordance with New Regulations
Members of the City Council wondered if property owners would be allowed to replace existing fences in-kind if they do not conform to the new regulations. The Planning Staff consulted with the Building Commissioner on this question. He explained that there are regulations on fence height and setbacks in the current code so fences that do not currently conform may be illegal. Fences that conformed to the old code and not the new code would be considered legally nonconforming and protected; however, if the fence was completely reconstructed it would need to comply with the new code. Repairing sections of a legally pre-existing nonconforming fence would be allowed by-right. The Building Commissioner confirmed that compliance with these regulations is primarily driven by complaints and that the City does not typically receive many fence complaints.

Front Yard Fence Height
A member of the City Council suggested that the proposed 3-foot front yard fence height may be too low for residents with pets. Pets that can jump over a 3-foot fence would either have to be kept in the side or rear yards or restrained by leash or other means. Alternatively, residents could request a variance from the proposed amendment in special cases where a taller front yard fence may be needed. The Planning Board continues to feel that the provision for 3-foot fence height in the front yard is reasonable and benefits the streetscape without limiting the use of pet owners' properties.

Special Permit Timeline
Members of City Council questioned if it is beneficial to increase the special permit timeline to three years. The Planning Board discussed how once projects are approved by the Planning Board or Zoning Board of Appeals, it often takes time to gather and complete all the necessary materials to obtain a building permit. In some cases, extending the special permit timeline may result in the development moving forward more quickly because the Applicant may not have to return for a new hearing due to an expiration of the project's permit.

This proposed amendment does not affect the timelines for variances or site plan approvals. Variances will still expire after one-year if unexercised, with the possibility of a six-month extension if requested prior to expiration. Site plan approvals are valid for two years with the possibility of an extension for good causes with a written request to the Planning Board.

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To summarize, the Planning Board does not recommend making any changes to the package of proposed zoning amendments originally submitted and reviewed during two separate public hearings. The Planning Board finds that the proposed zoning amendments are reasonable, fair and provide clarity. The amendments will create a more user-friendly code that complies with the Massachusetts General Laws and reduces the number of variance requests; this will in turn benefit both the Board of Appeals and residents by alleviating a significant financial and administrative burden. The Planning Board respectfully recommends that the City Council vote in favor of adopting the proposed zoning amendments as submitted and dated January 31, 2023.

If you have any further questions, or we can provide any additional information, please do not hesitate to contact us. We would be pleased to make ourselves available to you as you continue to deliberate on this issue.

Very truly yours,

Gregory Sampson

Gregory Sampson
Chairman

Attachment: Proposed Zoning Amendments, January 31, 2023

cc: Mayor Paul Brodeur
Shannon Phillips, City Solicitor
Albert Talarico, Building Commissioner
Denise Gaffey, City Planner
Members of the Planning Board
Members of the Board of Appeals

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CITY OF MELROSE

PLANNING BOARD

City Hall, 562 Main Street
Melrose, Massachusetts 02176
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GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

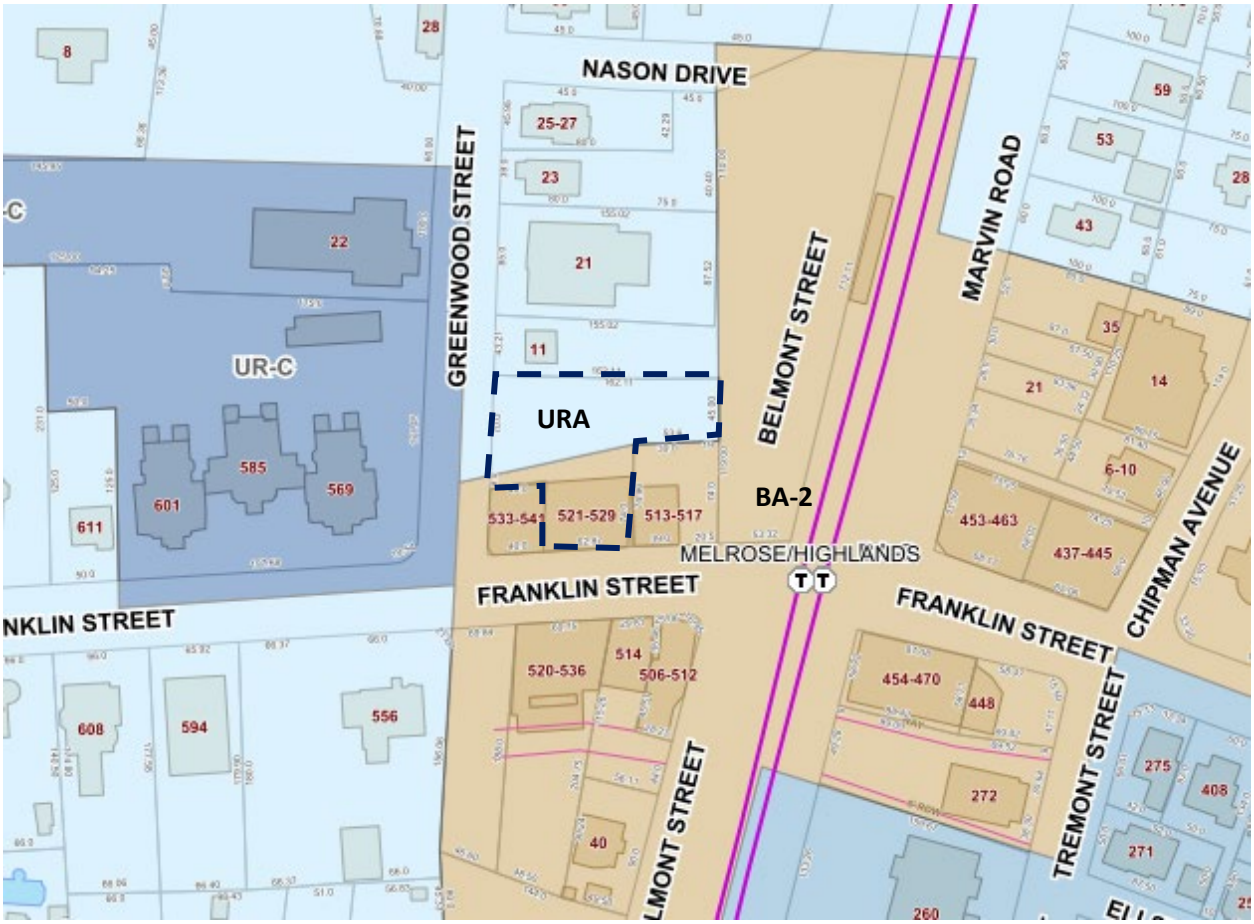
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BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

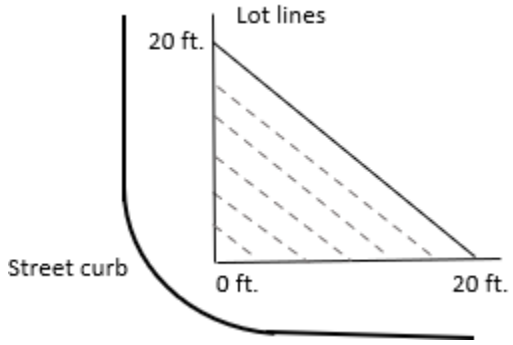
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	~~—~~	~~—~~	~~—~~	~~—~~	~~S~~	~~P~~	~~—~~	~~—~~	~~—~~	~~—~~	~~P~~	~~—~~	~~—~~	~~B~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE
CLERK OF COMMITTEES

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4100

ANDREW A. GHOBRIAL
Clerk of Committees

MEMORANDUM

TO: Melrose Honorable City Council

FROM: Andrew Ghobrial, Clerk of Committees

DATE: April 12, 2023

RE: Melrose Zoning Ordinance Votes

On Monday, April 10th a motion was made to divide the Melrose Zoning Ordinance Order 2023-59 into eleven parts: one for each of the contents of Zoning Ordinance Package. Accordingly, due to software limitations in Granicus, the order was duplicated ten times to reflect each vote taken. Come Tuesday, you will see a total of eleven orders encompassing each of the votes taken:

1. **Order 2023-59** - Corner Lot Setbacks: Recommended for passage (11 votes)
2. **Order 2023-83** - Structure Definition: Recommended for passage (11 votes)
3. **Order 2023-81** - BA-2 Zoning District Line Change at 521-529 Franklin St: Recommended ought not to pass (6-5 vote)
4. **Order 2023-84** - Definition of Retail Food Establishment: Recommended for passage (11 votes)
5. **Order 2023-85** - Definition of In-Law Apartment: Recommended for passage (9-2 vote)
6. **Order 2023-86** - Votes for Special Permit Approval & Term: Recommended for passage (11 votes)
7. **Order 2023-87** - Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots: Recommended for passage (11 votes)
8. **Order 2023-88** - Site Plan Review Criteria: Recommended for passage (11 votes)
9. **Order 2023-82** - Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment: Tabled (11 votes)
10. **Order 2023-89** - Unit Size: Recommended for passage (11 votes)
11. **Order 2023-90** - Definition of Family & Dwelling Units: Recommended for passage (11 votes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chair

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Greg Sampson /DG

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

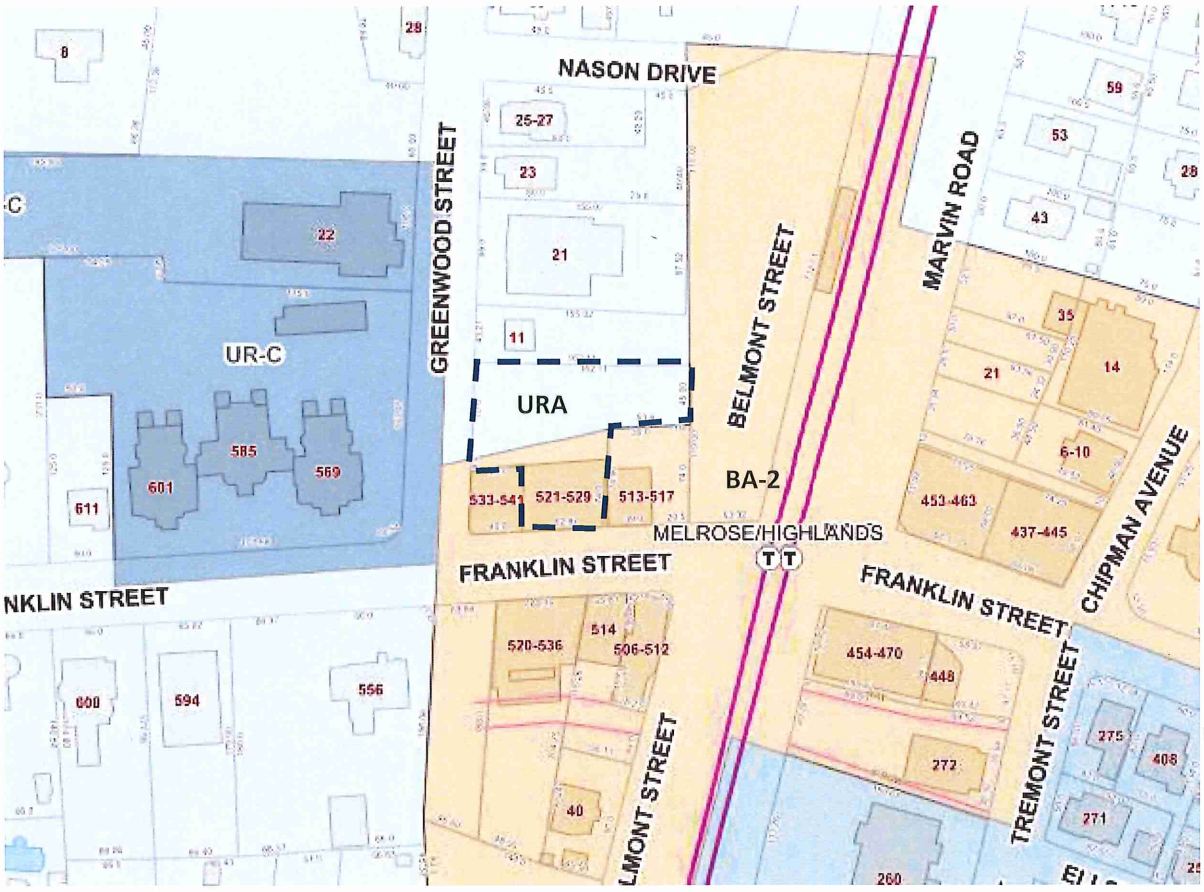
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

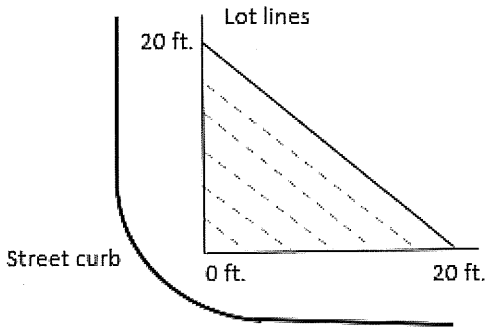
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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Zoning Amendment Package 2023

Office of Planning and Community Development

March 6, 2023

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Overview

The proposed changes seek to clarify sections of the zoning ordinance for:

1. Easier interpretation and understanding
2. Compliance with MA General Laws
3. Reduction in number of variance requests for violations regularly approved by the Board of Appeals

<u>10 Proposed Zoning Amendments</u>

- Corner Lot Setbacks
- Structure Definition
- BA-2 Zoning District Line Change at 521-529 Franklin St.
- Retail Food Establishment Definition
- In-law Apartment Definition
- Votes for Special Permit Approval & Term
- Sight Lines and Fence Height in Front Yards on Corner & Non-Corner Lots
- Site Plan Approval Criteria
- Unit Size
- Family & Dwelling Definitions

<u>1 Proposed General Code Amendment</u>

- Vegetation Height for Corner Lots & Yards along Streets

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Corner Lot Setbacks

Proposal: Amend Sections 235-5 *LOT,CORNER* and *LOT LINE, REAR* Definitions & 235-25.C, Additional dimensional and density provisions relating to corner lots

Corner Lot Setbacks

- This amendment allows properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets
- In the Planning Board's review of corner lot properties, allowing for side yard setback distances by Variance has not been detrimental to the streetscape or abutting properties
- Two yards often function as side yards and changing the ordinance allows the Owner to build a structure consistent with the use of the yard
- Removing the need for a Variance eliminates a hardship for the Owner
- Identified as an action item in the Melrose Forward Master Plan

Year	Number of Related Variance Cases	% ZBA Approved
2017	1	100%
2018	6	83%*
2019	10	100%
2020	8	75%**
2021	12	83%***
2022	1	100%

* 1 case was withdrawn
** 1 case denied due to other relief requested & 1 withd
*** 1 case denied due to rear yard issue & 1 withdrew

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Corner Lot Setback Example– 101 Sycamore Rd.

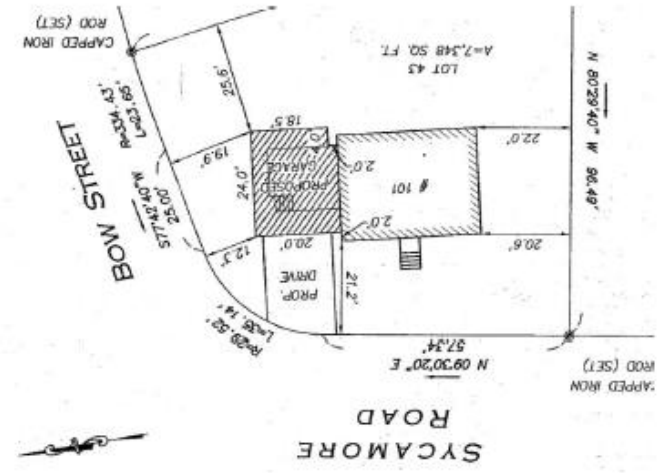
Address: 101 Sycamore Road

Description: Remove side deck and build an attached garage in front & rear yard (Bow St. and yard opposite Sycamore Rd.)

Zone SR-B	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	12	30
Existing	22	-	30
Proposed	12.3	-	25.6

Relief Required: Variance

As a result of amendment: If the front yard (Bow St.) is considered a side yard this proposal would be by-right.







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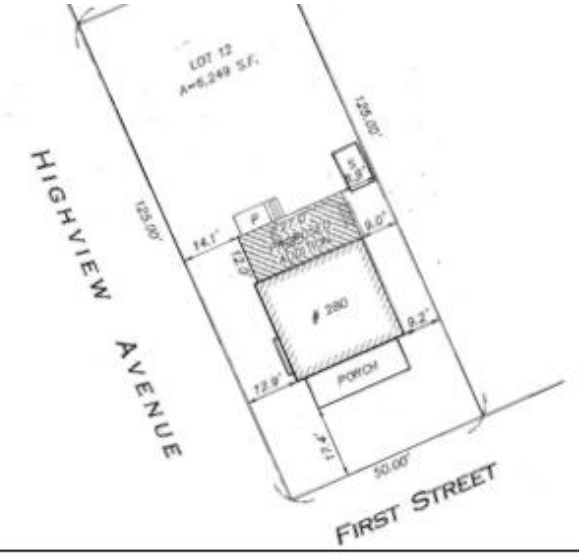
Corner Lot Setback Example– 280 First St.

Description: Build 2-story addition in front & rear yards (Highview Ave and yards opposite Highview Ave and First St.)

Zone UR-A	Front Yard Setback(ft)		Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20		10	20
Existing	12.9	(Highview Ave)	-	9
Proposed	14		-	9

Relief Required: Variance

As a result of amendment:
Change to front yard: if the front yard is considered a side yard this proposal would be by-right.
Change to rear yard: If the yard with the shallower depth is considered a side yard & yard with the deeper depth shall be considered a rear yard, the proposal would be by-right if it was reduced by 1 ft.







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Structure Definition

Proposal: Amend Section 235-5 *STRUCTURE* Definition

Structure Definition

- The Zoning Ordinance currently defines retaining walls and fences as structures triggering accessory building/structure setback requirements per Section 235-24.B unless exempted by variance

ACCESSORY BUILDINGS AND OTHER STRUCTURES DIMENSIONAL REGULATION

District	Maximum Coverage (percent of required rear yard area)[1]	Distance From Lot Line (feet)		Building Heig (feet)
		Front	Side and Rear	
SR	25%	20	10	20
SR-A	25%	20	10	20
SR-B	40%	15	10	20
UR-A	50%	15	4[2]	20
UR-B	50%	15	4[2]	20
UR-C	50%	15	4[2]	20
UR-D	50%	15	4[2]	20

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Structure Definition

- Retaining walls & fences are often on or close to a property line and it was likely not the intent of the regulation for setbacks to apply
- Removing retaining wall and fence from the definition of structure will resolve this issue

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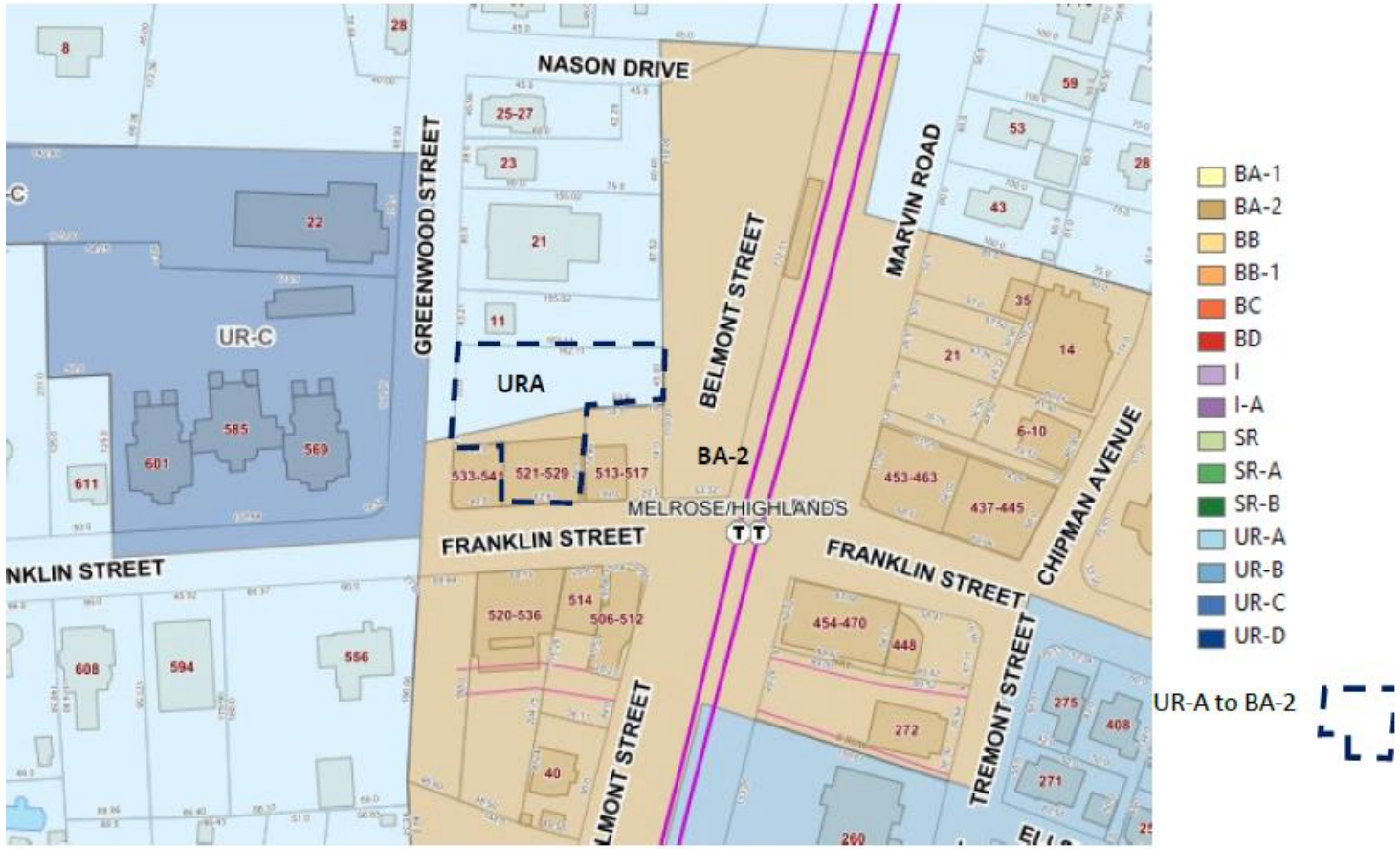
BA-2 Zoning District Line Change at 521-529 Franklin St.

Proposal: Amend Section 235-8 Changes to map

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BA-2 Zoning District Line Change at 521-529 Franklin St.

- 521-529 Franklin St. is split into two zoning districts: BA-2 and URA
- The split zoning complicates refinancing and insuring this property
- The best use of this property is in line with uses permitted in the BA-2



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Retail Food Establishment Definition

Proposal: Amend Section 235-5 *RETAIL FOOD ESTABLISHMENT* Definition

Retail Food Establishment Definition

- This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption in line with the City's new liquor laws

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In-law Apartment Definition

Proposal: Amend Section 235-5 *IN-LAW APARTMENT* Definition

In-law Apartment Definition

- The definition of in-law apartments is overly restrictive as it prohibits this use in houses that have had additions or alterations after January 1, 1990
- Removing Section F & revising Section G will allow for alterations and additions, while still restricting the size of the unit
- Additions would need to conform to dimensional regulations in the district & a special permit is still required for the use

SECTION 235-5

IN-LAW APARTMENT

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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In-law Apartment Definition

- The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments where all other provisions are met
- This amendment is also identified as an action item in the Melrose Forward Master Pan

Housing

Recommendations

Goal 1: Encourage the creation of housing units that are affordable to a broad range of incomes.

Strategy 1.1: Promote regulations that permit a variety of residential types, ensuring Melrose residents of all ages and incomes can remain in Melrose.

Action 1.1.1: Consider amending the Zoning Ordinance to decrease restrictions on in-law apartments.

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Votes for Special Permit Approval & Term

Proposal: Amend Section 235-62 Special Permit Procedure

Votes for Special Permit Approval & Term

Votes for Approval

This amendment updates the zoning ordinance to be consistent with the recent changes to MGL Chapter 40A including:

- Reducing number of votes to grant zoning approvals related to multifamily housing, mixed-use development, and reduced parking, from 2/3 supermajority to simple majority

Special Permit Term

This amendment increases the time allowed to exercise a special permit reflecting an opt-in change to MGL Chapter 40A from 2 to 3 years

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

Proposal: Amend Section 235-25.K and 235-25.L

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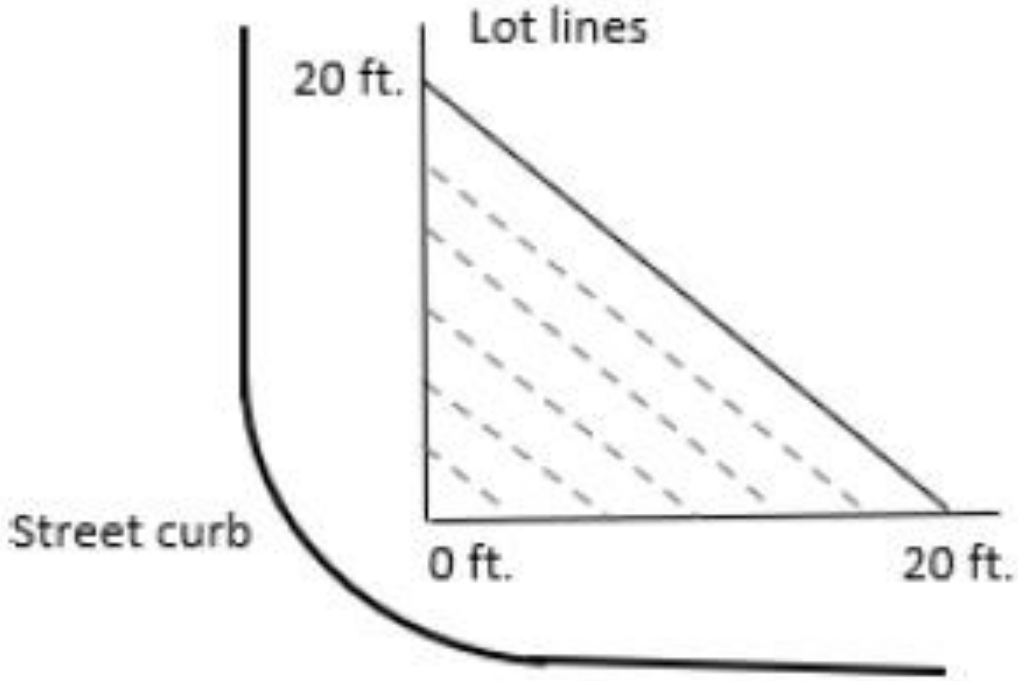
Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

- OPCD has received requests from the public and elected officials to clarify Sections 235-25.K &-25.L of the code which are confusing and easily misinterpreted
- The purpose of these regulations is to ensure visibility and safety by regulating the height of fences and other structures on corner lots and in front yards and to maintain an interesting streetscape

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Sight Lines and Fence Height in Front Yard on Corner Lots

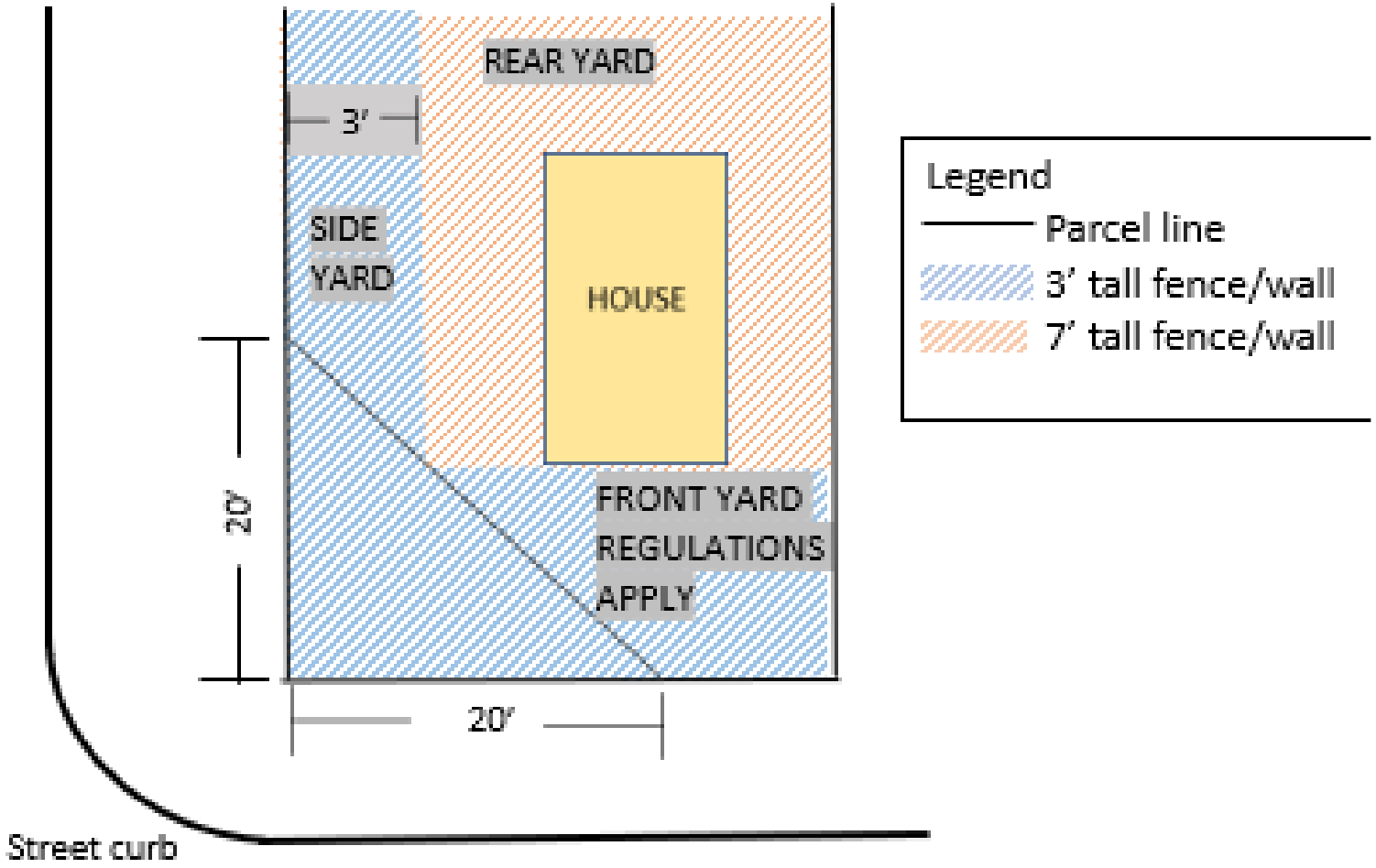
- The proposed measurements were carefully selected based on the existing code, codes in other cities and towns, traffic safety regulations, and a setback analysis conducted by OPCD Staff
- The amendment proposes that within a triangular area formed by measuring 20 ft. from the intersection of the property lot lines, a structure cannot exceed 3 ft. in height



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Sight Lines and Fence Height in Front Yard on Corner Lots

- Beyond the triangular area
  - In the side yard structures may be taller if they are setback 3 ft. from the property line
  - In the front yard structures follow the front yard regulations



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Sight Lines and Fence Height in Front Yard on Corner Lot-- Do's and Don'ts









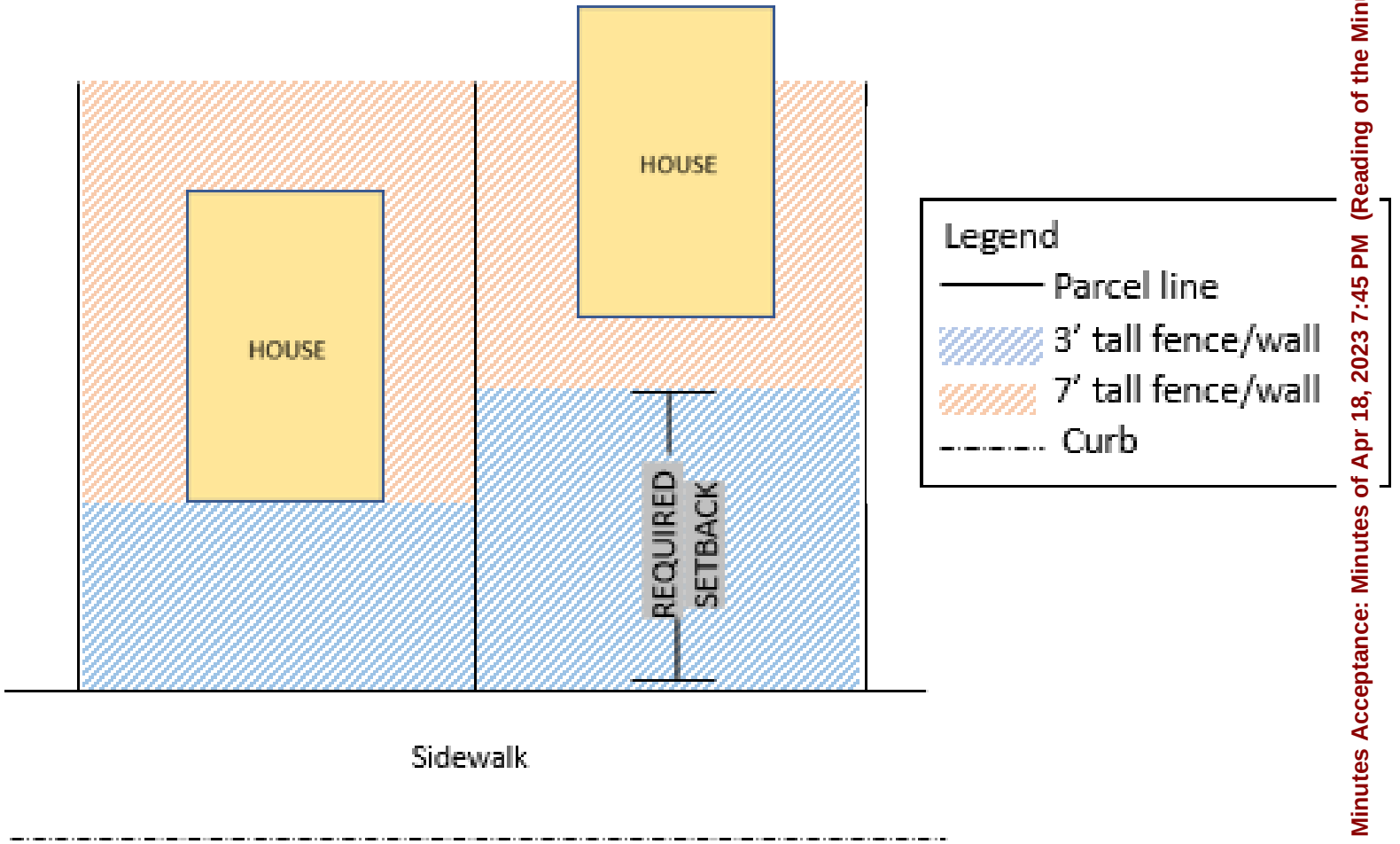




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Sight Lines and Fence Height in Front Yards on Non-Corner Lots

- For non-corner lots, the amendment proposes that within the front yard setback or from the line of the existing primary structure to the lot line (whichever is less), a fence, wall, or similar structure will not be taller than 3 ft.
- Beyond the setback or the line of the existing primary structure, fences and walls may be up to 7 ft. tall



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Sight Lines and Fence Height in Front Yard -- Do's and Don'ts









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Site Plan Review Criteria

Proposal: Amend Section 235-16.1.E(5) Site Plan Approval

Site Plan Approval Criteria

- In relation to Section 235-25.K & -25.L, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites during the Site Plan Review process

SECTION §235-16.1.E(5)

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets

Proposal: Amend General Code to include vegetation height and shift enforcement from Building Inspector to Department of Public Works

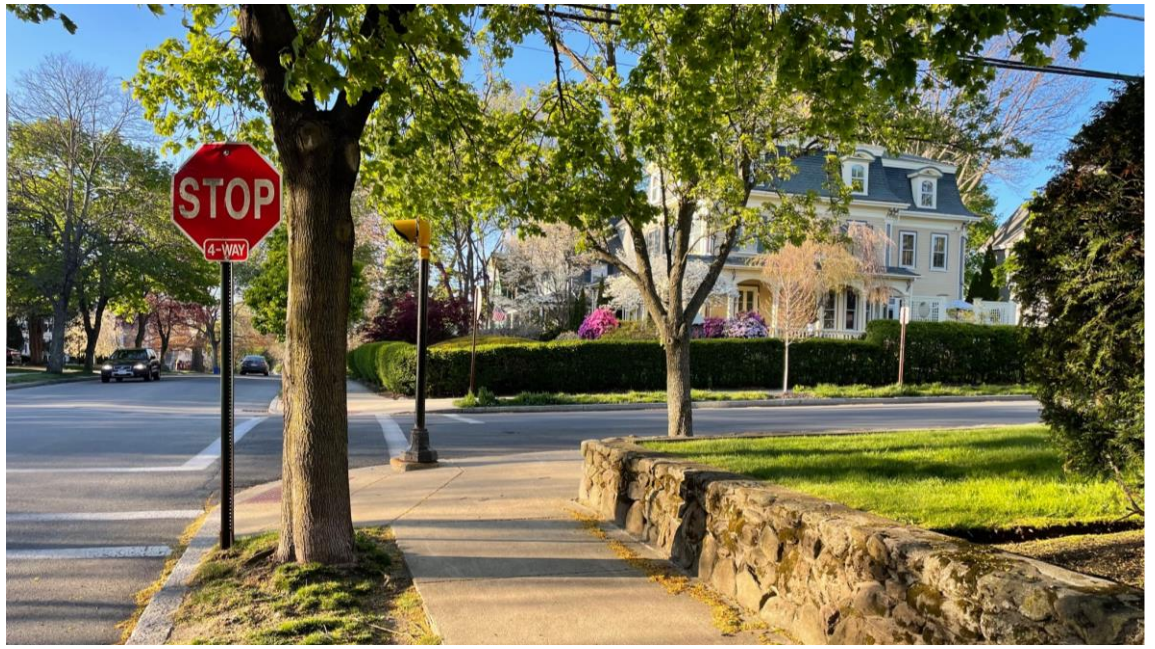
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Vegetation Height for Corner Lots & in Yards along Streets

- Vegetation is proposed to be moved from Sections 235-25.K & -25.L of the MZO to the General Code shifting enforcement responsibility from the Building Commissioner to the DPW, which oversees vegetation maintenance throughout the City
- In removing vegetation from the zoning ordinance, existing vegetation will not be deemed legally nonconforming, allowing for enforcement of new and existing vegetation
- The Director of Public Works may use discretion in determining if existing vegetation creates a safety hazard

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges & any other leafy vegetation are regulated to:
  - Promote driver and pedestrian safety by ensuring no obstructions in the public way
  - Maintain an interesting, pedestrian friendly streetscape

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges can be up to 3 ft tall and leafy vegetation cannot obstruct view within 3 feet of front yards or side yards
- This proposal also limits height following the same 20 ft. measurements for corner lots as Section 235-25.K







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Unit Size

Proposal: Amend Section 235-25.I

Unit Size

- The zoning code's restrictions on dwelling unit size prevent the City from complying with DHCD's guidelines on the new multi-family zoning requirements for MBTA Communities (MGL Chapter 40A Section 3A)
- To comply, zoning cannot restrict the size of residential units
- The proposed amendment removes minimum unit sizes requirements from the code

§ 235-25 Additional dimensional and density provisions.

I. The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.

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Unit Size

There are several mechanisms that will be used to prevent overcrowding (a rare occurrence in Melrose):

- ✓ Health and State Building Code regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls
- ✓ Zoning district regulations controlling the number of units include lot area, FAR, and/or height and setback restrictions
- ✓ Market demand controls unit size

235 Attachment 2

City of Melrose

Table of Dimensional and Density Regulations

[Adopted 4-6-2015 by Ord. No. 2015-90; 6-7-2021 by Order No. 2021-96]

District	Use	Minimum Lot Area (square feet or as noted)	Minimum Frontage and Lot Width (feet)	Minimum Lot Depth (feet)	Yards			Maximum Height (feet)	Maximum Stories	Maximum Coverage	Maximum Floor Area Ratio	Mini Op Sp
					Front (feet)	Side (feet)	Rear (feet)					
SR	Any permitted use	25,000	110	90	25	20	50	35	2 1/2	35%	None	50
SR-A	Any permitted use	15,000	100	90	25	15	40	35	2 1/2	35%	None	50
SR-B	Any permitted use	10,000	80	90	20	12	30	35	2 1/2	35%	None	40
UR-A	Townhouse	7,500 per dwelling unit	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Two-family dwelling	13,500	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Single-family dwelling	7,500	75	90	20	10	20	35	2 1/2	35%	None	35
	Any other permitted use	10,000	100	90	20	10	20	35	2 1/2	35%	None	35
UR-B	Single-family dwelling	7,500	75	90	20	10	15	35	2 1/2	50%	None	30
	Two-family and multifamily dwelling uses and townhouses	7,500 plus 3,000 for each dwelling unit more than 1	100	90	20	10[1]	15	35	2 1/2	50%[2]	None	30
	Any other permitted use	10,000	100	90	20	10[1]	15	35	2 1/2	50%	None	20

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Unit Size

- Eliminating unit size will allow the City to comply with MGL Chapter 40A Section 3A while still regulating density using other zoning provisions
- This will enable the City to have a variety of housing types in terms of size and cost, which is a goal of the Housing Production Plan

Housing Goals

MELROSEHPP

1. **Housing Mix.** Encourage a range of housing options and types to serve households with a variety of incomes and meet the diverse needs of current and future Melrose residents.
2. **Racial Equity.** Advance racial equity, promote inclusion, encourage wealth creation through housing access for people of color, and enrich the Melrose community through increased diversity.
3. **Affordable Housing.** Expand and preserve deed-restricted and subsidized Affordable Housing opportunities for low- and moderate-income households, including family households.
4. **Enhanced Neighborhoods.** Utilize housing as a tool to enhance existing Melrose neighborhoods, balancing development with other community priorities like open space, historic preservation, economic development, walkability, sustainability, and resilience.
5. **Community Engagement.** Promote an understanding of the role that housing plays in Melrose and the region through ongoing public engagement and discussion.

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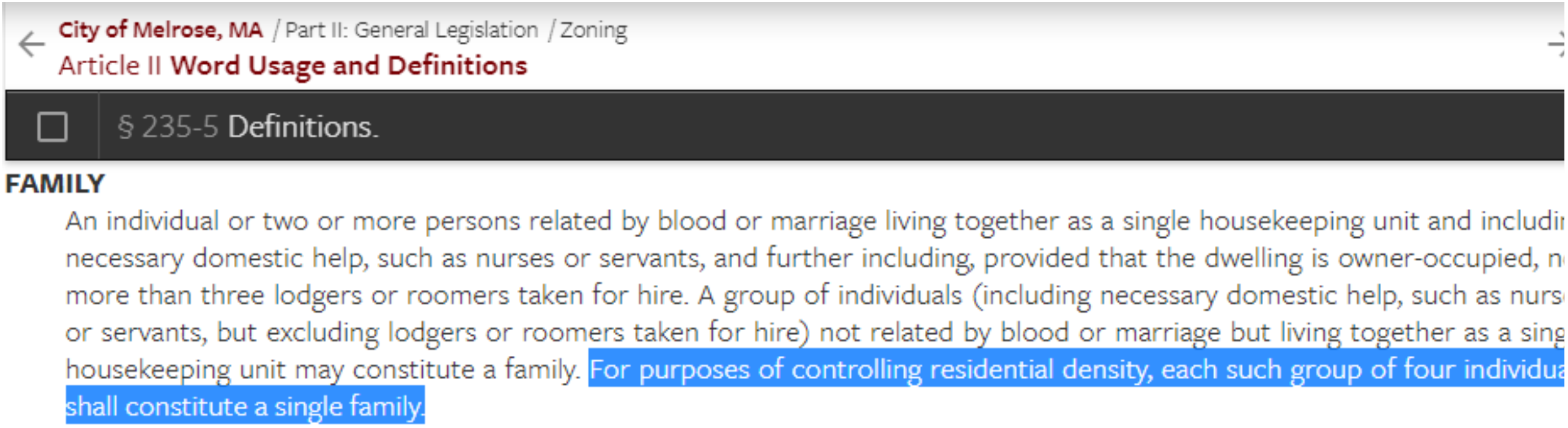
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Family & Dwelling Unit Definition

Proposal: Amend Section 235-5 *APARTMENT HOUSE; FAMILY; DWELLING, ONE-FAMILY; DWELLING, TWO-FAMILY; DWELLING, MULTIFAMILY* Definitions & Amend Section 235 Attachment 1

Family & Dwelling Unit Definition

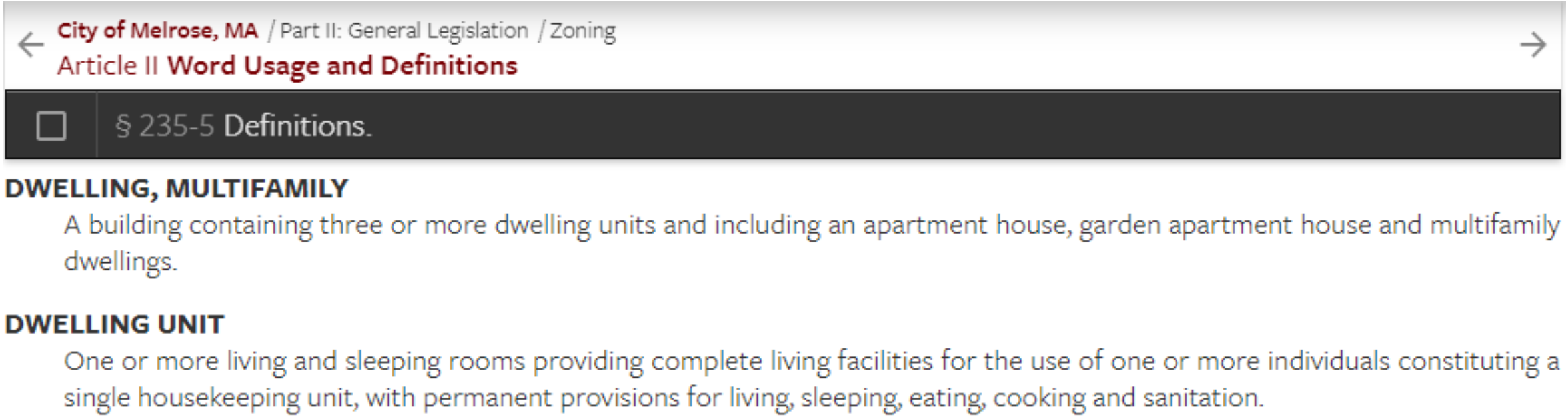
- To comply with DHCD's new multi-family zoning requirements for MBTA Communities, the definition of family needs to be amended as zoning cannot limit the number of occupants in a unit
- Restricting occupancy based on biological or legal relationships can be discriminatory and does not address the purposes of zoning
- Biological families can have the same, less, or more of an impact on traffic, parking, overcrowding, etc. than a non-traditional family living together as a household



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Family & Dwelling Unit Definition

- The zoning code already defines Dwelling Unit and Multifamily Dwelling Unit
- Defining One-family and Two-family Dwelling Units instead of defining Family organizes the code in a more streamlined manner
- The Dwelling Unit definition establishes the primary intent of a residential unit being a space with complete living facilities occupied by people who share use of the space as a single housekeeping unit



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Family & Dwelling Unit Definition

- This amendment also strikes the definition of Apartment House from the zoning ordinance, the Table of Use and Parking Regulations, and the definition of Multifamily Dwelling
- The definition of Multifamily Dwelling duplicates the apartment house use rendering it obsolete
- The reference to garden apartment house is also eliminated from the definition of Multifamily Dwelling because it is no longer relevant

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chairman

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

March 27, 2023

The Honorable City Council
Of the City of Melrose, Massachusetts

Re: Report to City Council on Order 2023-59, Amending Melrose Revised Zoning Ordinance, Chapter 235, Various Provisions

To the Members of the City Council:

Pursuant to Massachusetts General Laws, Chapter 40A, Section 5, the City Council held a public hearing on the above-reference zoning amendments on March 6, 2023. The proposed amendments were initiated by the Planning Board to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. City Councilors had questions and comments regarding the proposed amendments, which were discussed at the public hearing. No one from the public appeared to comment or submitted written comments.

The Planning Board held a public hearing on the above-referenced zoning amendments on March 13, 2023, at the request of the City Council to hold separate hearings. No one from the public appeared to comment or submitted written comments. Members discussed the questions and comments raised by the City Councilors and responded to the feedback as detailed below.

Deed Restrictions for Properties with In-Law Apartments
Members of the City Council questioned if there should be deed restrictions for properties with In-Law Apartments. It was clarified that to establish an In-Law Apartment, Applicants must apply to the Board of Appeals for a special permit. Applicant must record the Board of Appeals' decision at the Registry of Deeds, which would appear during a title search.

In-Law Apartments Special Permits and Variances
Members of the City Council inquired about the volume of requests for variances for In-Law Apartments. Planning Staff determined that there have been 14 applications for In-Law Apartments since 2010, 8 of which required variances from §235-5 Definition of In-Law Apartments Standards F & G. All but one application was approved. The number of requests for In-Law Apartments is, on average, approximately one application per year. The proposed amendment is not expected to increase the volume in any meaningful way.

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BA-2 Zoning District Line Change at 521-529 Franklin Street
Members of the City Council questioned whether a proposal to change the lines of a zoning district should be included in this package of zoning amendments. The Planning Board noted that it is a best practice to have zoning districts follow parcel lines to avoid parcels being split into two different districts. In this instance, the direct abutters on either side of the property are commercial buildings and there are many other commercial and mixed uses in the direct vicinity, so the BA-2 designation for the entire parcel is logical and desirable. Furthermore, although not required by law, the Planning Office mailed notices with information about the amendments to abutters within 300 feet of the subject parcel. No comments from the public were received. The Planning Board continues to recommend including this district line change with the package of zoning amendments.

Translations for Proposed Amendments
The Planning Board discussed a comment by City Councilors regarding the accessibility of the zoning code and if the regulations were available in languages besides English. It was noted that the regulations are hosted on the Ecode360 website where the City Charter and most City Codes can be found. On the Ecode360 website there is a Google Translate tool available. Planning Staff suggested that the City could prepare written guidance for the public on specific provisions such as the updated fence and vegetation regulations and consider how best to offer the information in multiple languages.

Corner Lot Setbacks
Members of the City Council requested that the changes proposed for corner lots be reviewed for public safety. Planning Staff reviewed this amendment with the Police Chief and the Fire Chief and neither official expressed any concern. Both agreed that the recommended amendment is logical and will not create any safety hazards.

Differences Between a Lodging House/Unit and a Dwelling Unit
A member of the City Council inquired about the differences between lodging houses/units, and dwelling units. The Planning Board reviewed the definitions of "Dwelling" and "Dwelling Unit" in the Melrose Zoning Ordinance which are defined as follows:

- DWELLING: A privately or publicly owned permanent structure, whether owned by one or more persons or in condominium, which is occupied in whole or in part as the home residents or sleeping place of one or more persons. The term 'one-family, two-family or multifamily dwelling' shall not include a hotel, lodging house, hospital, membership club, mobile home or dormitory.
- DWELLING UNIT: One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

The definition of "Dwelling" specifically states that lodging houses are disparate from dwellings. Additionally, "Dwelling Units" are constituted by single housekeeping units.

The Planning Board also reviewed the definitions of "Lodging Unit" and "Lodging House" in the Melrose Zoning Ordinance which are defined as follows:

- LODGING UNIT: One or more rooms for the semi-permanent use of one, two or three individuals not living as a single housekeeping unit and not having cooking facilities. 'Lodging unit' shall include rooms in boardinghouses, lodging houses, tourist homes, or rooming houses. It

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shall not include convalescent, nursing or rest homes; dormitories of charitable, educational or philanthropic institutions; or apartments or hotels.

- LODGING HOUSE: A building containing for or more lodging units.

Residents in "Lodging Units" are not living as single housekeeping units as they would be in a "Dwelling Unit." Additionally, "Lodging Units" do not have cooking facilities whereas "Dwelling Units" must provide complete and permanent living facilities including provisions for cooking. Also, lodging houses require a license from the City Council and are only allowed in a few zoning districts. The Planning Board feels that the Melrose Zoning Ordinance clearly differentiates between lodging houses/units, and dwelling units and does not recommend any further changes.

Replacement of Existing Fences in Accordance with New Regulations
Members of the City Council wondered if property owners would be allowed to replace existing fences in-kind if they do not conform to the new regulations. The Planning Staff consulted with the Building Commissioner on this question. He explained that there are regulations on fence height and setbacks in the current code so fences that do not currently conform may be illegal. Fences that conformed to the old code and not the new code would be considered legally nonconforming and protected; however, if the fence was completely reconstructed it would need to comply with the new code. Repairing sections of a legally pre-existing nonconforming fence would be allowed by-right. The Building Commissioner confirmed that compliance with these regulations is primarily driven by complaints and that the City does not typically receive many fence complaints.

Front Yard Fence Height
A member of the City Council suggested that the proposed 3-foot front yard fence height may be too low for residents with pets. Pets that can jump over a 3-foot fence would either have to be kept in the side or rear yards or restrained by leash or other means. Alternatively, residents could request a variance from the proposed amendment in special cases where a taller front yard fence may be needed. The Planning Board continues to feel that the provision for 3-foot fence height in the front yard is reasonable and benefits the streetscape without limiting the use of pet owners' properties.

Special Permit Timeline
Members of City Council questioned if it is beneficial to increase the special permit timeline to three years. The Planning Board discussed how once projects are approved by the Planning Board or Zoning Board of Appeals, it often takes time to gather and complete all the necessary materials to obtain a building permit. In some cases, extending the special permit timeline may result in the development moving forward more quickly because the Applicant may not have to return for a new hearing due to an expiration of the project's permit.

This proposed amendment does not affect the timelines for variances or site plan approvals. Variances will still expire after one-year if unexercised, with the possibility of a six-month extension if requested prior to expiration. Site plan approvals are valid for two years with the possibility of an extension for good causes with a written request to the Planning Board.

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To summarize, the Planning Board does not recommend making any changes to the package of proposed zoning amendments originally submitted and reviewed during two separate public hearings. The Planning Board finds that the proposed zoning amendments are reasonable, fair and provide clarity. The amendments will create a more user-friendly code that complies with the Massachusetts General Laws and reduces the number of variance requests; this will in turn benefit both the Board of Appeals and residents by alleviating a significant financial and administrative burden. The Planning Board respectfully recommends that the City Council vote in favor of adopting the proposed zoning amendments as submitted and dated January 31, 2023.

If you have any further questions, or we can provide any additional information, please do not hesitate to contact us. We would be pleased to make ourselves available to you as you continue to deliberate on this issue.

Very truly yours,

Gregory Sampson

Gregory Sampson
Chairman

Attachment: Proposed Zoning Amendments, January 31, 2023

cc: Mayor Paul Brodeur
Shannon Phillips, City Solicitor
Albert Talarico, Building Commissioner
Denise Gaffey, City Planner
Members of the Planning Board
Members of the Board of Appeals

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CITY OF MELROSE

PLANNING BOARD

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GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

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Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

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This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

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The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

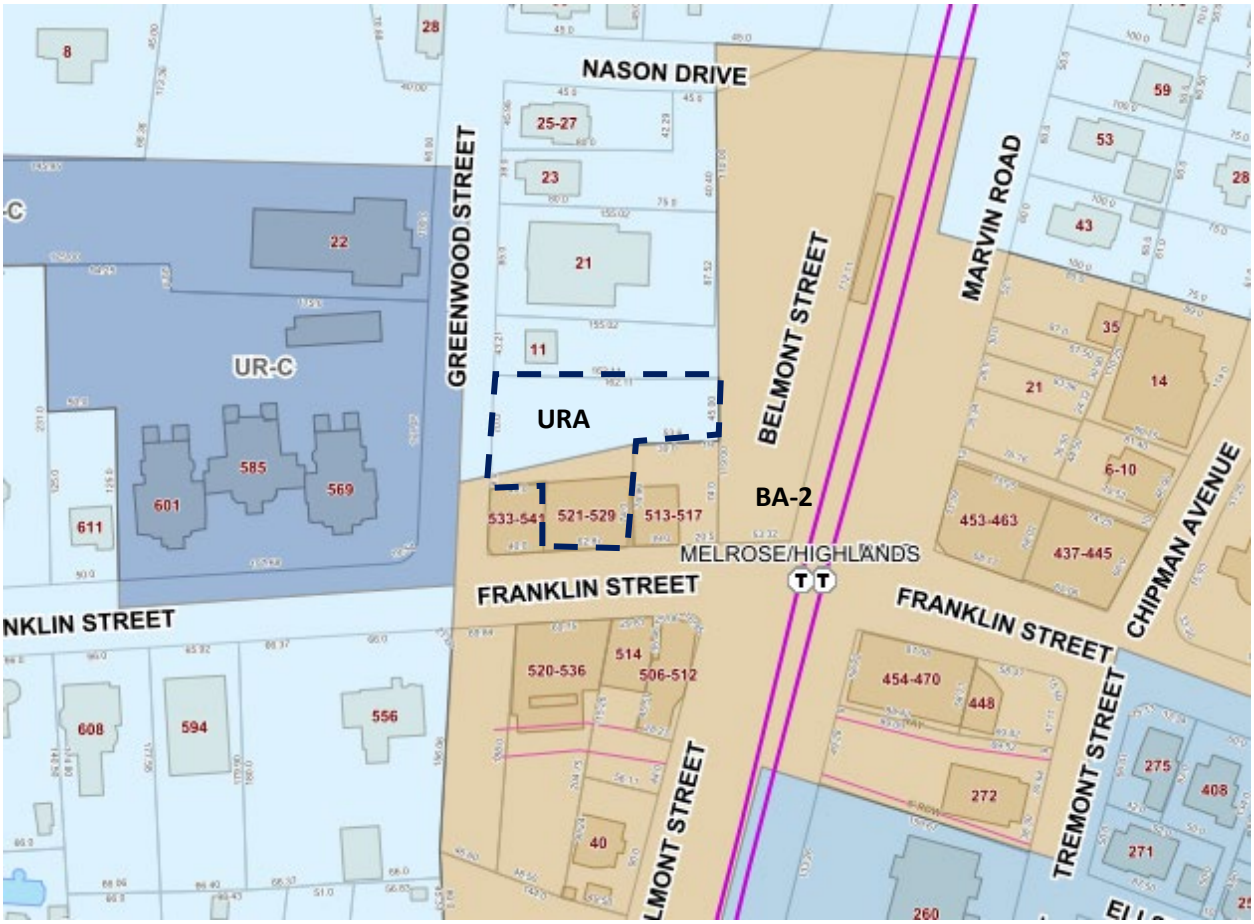
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

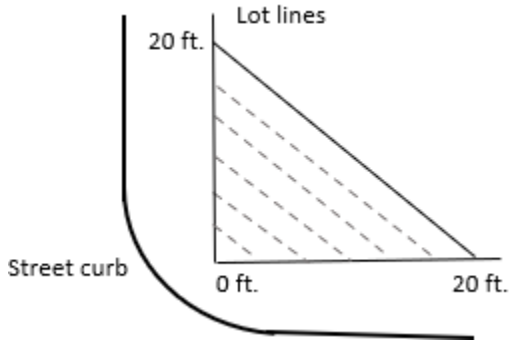
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

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Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	~~—~~	~~—~~	~~—~~	~~—~~	~~S~~	~~P~~	~~—~~	~~—~~	~~—~~	~~—~~	~~P~~	~~—~~	~~—~~	~~B~~

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CITY OF MELROSE

OFFICE OF THE
CLERK OF COMMITTEES

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4100

ANDREW A. GHOBRIAL
Clerk of Committees

M E M O R A N D U M

TO: Melrose Honorable City Council

FROM: Andrew Ghobrial, Clerk of Committees

DATE: April 12, 2023

RE: Melrose Zoning Ordinance Votes

On Monday, April 10th a motion was made to divide the Melrose Zoning Ordinance Order 2023-59 into eleven parts: one for each of the contents of Zoning Ordinance Package. Accordingly, due to software limitations in Granicus, the order was duplicated ten times to reflect each vote taken. Come Tuesday, you will see a total of eleven orders encompassing each of the votes taken:

1. **Order 2023-59** - Corner Lot Setbacks: Recommended for passage (11 votes)
2. **Order 2023-83** - Structure Definition: Recommended for passage (11 votes)
3. **Order 2023-81** - BA-2 Zoning District Line Change at 521-529 Franklin St: Recommended ought not to pass (6-5 vote)
4. **Order 2023-84** - Definition of Retail Food Establishment: Recommended for passage (11 votes)
5. **Order 2023-85** - Definition of In-Law Apartment: Recommended for passage (9-2 vote)
6. **Order 2023-86** - Votes for Special Permit Approval & Term: Recommended for passage (11 votes)
7. **Order 2023-87** - Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots: Recommended for passage (11 votes)
8. **Order 2023-88** - Site Plan Review Criteria: Recommended for passage (11 votes)
9. **Order 2023-82** - Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment: Tabled (11 votes)
10. **Order 2023-89** - Unit Size: Recommended for passage (11 votes)
11. **Order 2023-90** - Definition of Family & Dwelling Units: Recommended for passage (11 votes)

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chair

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

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This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Greg Sampson /DG

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

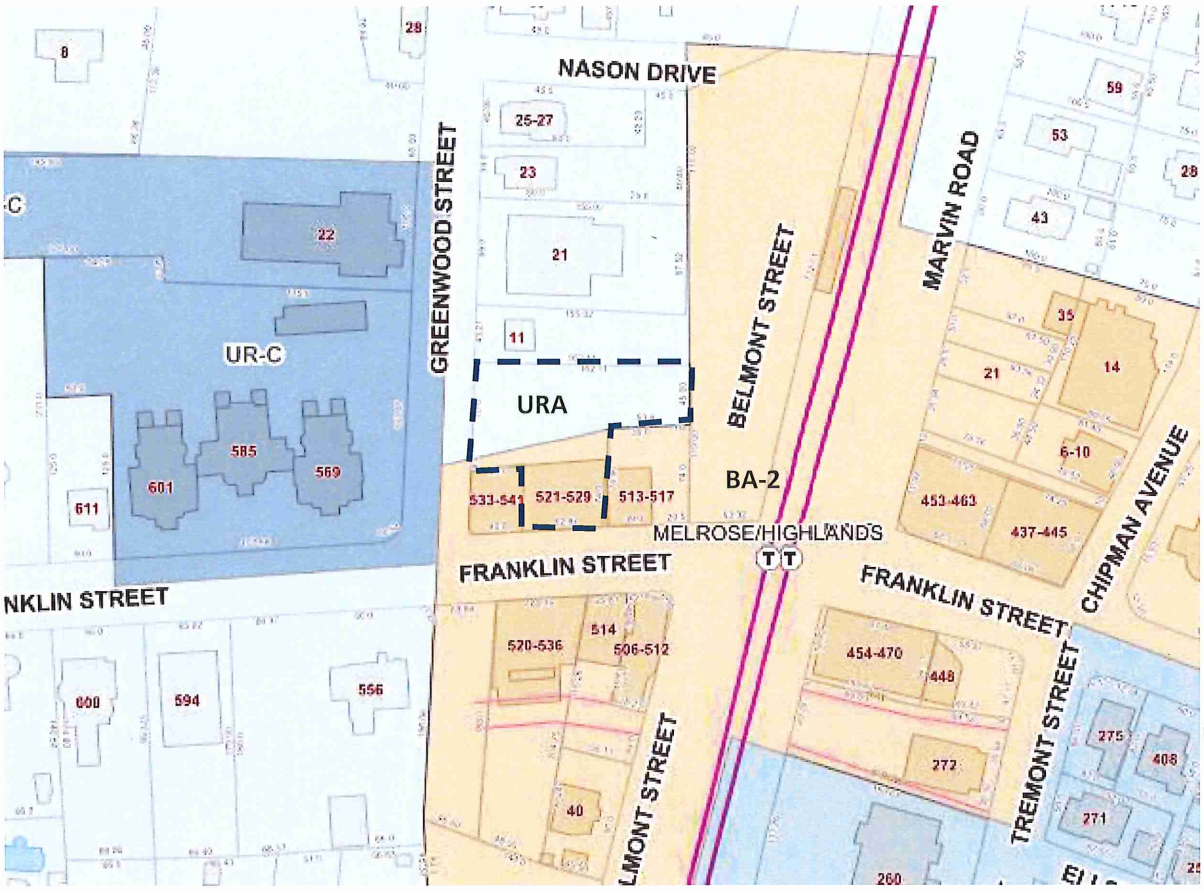
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

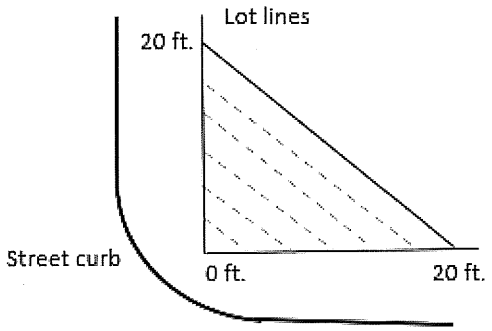
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works.

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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Zoning Amendment Package 2023

Office of Planning and Community Development

March 6, 2023

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Overview

The proposed changes seek to clarify sections of the zoning ordinance for:

1. Easier interpretation and understanding
2. Compliance with MA General Laws
3. Reduction in number of variance requests for violations regularly approved by the Board of Appeals

<u>10 Proposed Zoning Amendments</u>

- Corner Lot Setbacks
- Structure Definition
- BA-2 Zoning District Line Change at 521-529 Franklin St.
- Retail Food Establishment Definition
- In-law Apartment Definition
- Votes for Special Permit Approval & Term
- Sight Lines and Fence Height in Front Yards on Corner & Non-Corner Lots
- Site Plan Approval Criteria
- Unit Size
- Family & Dwelling Definitions

<u>1 Proposed General Code Amendment</u>

- Vegetation Height for Corner Lots & Yards along Streets

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Corner Lot Setbacks

Proposal: Amend Sections 235-5 *LOT,CORNER* and *LOT LINE, REAR* Definitions & 235-25.C, Additional dimensional and density provisions relating to corner lots

Corner Lot Setbacks

- This amendment allows properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets
- In the Planning Board's review of corner lot properties, allowing for side yard setback distances by Variance has not been detrimental to the streetscape or abutting properties
- Two yards often function as side yards and changing the ordinance allows the Owner to build a structure consistent with the use of the yard
- Removing the need for a Variance eliminates a hardship for the Owner
- Identified as an action item in the Melrose Forward Master Plan

Year	Number of Related Variance Cases	% ZBA Approved
2017	1	100%
2018	6	83%*
2019	10	100%
2020	8	75%**
2021	12	83%***
2022	1	100%

* 1 case was withdrawn
** 1 case denied due to other relief requested & 1 withd
*** 1 case denied due to rear yard issue & 1 withdrew

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Corner Lot Setback Example– 101 Sycamore Rd.

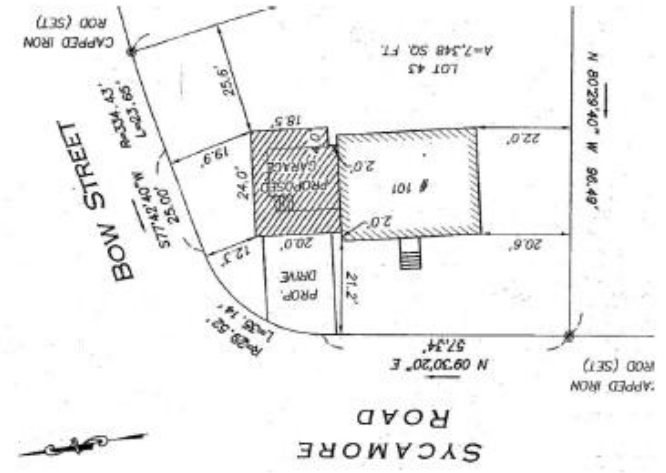
Address: 101 Sycamore Road

Description: Remove side deck and build an attached garage in front & rear yard (Bow St. and yard opposite Sycamore Rd.)

Zone SR-B	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	12	30
Existing	22	-	30
Proposed	12.3	-	25.6

Relief Required: Variance

As a result of amendment: If the front yard (Bow St.) is considered a side yard this proposal would be by-right.







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Corner Lot Setback Example– 280 First St.

Description: Build 2-story addition in front & rear yards (Highview Ave and yards opposite Highview Ave and First St.)

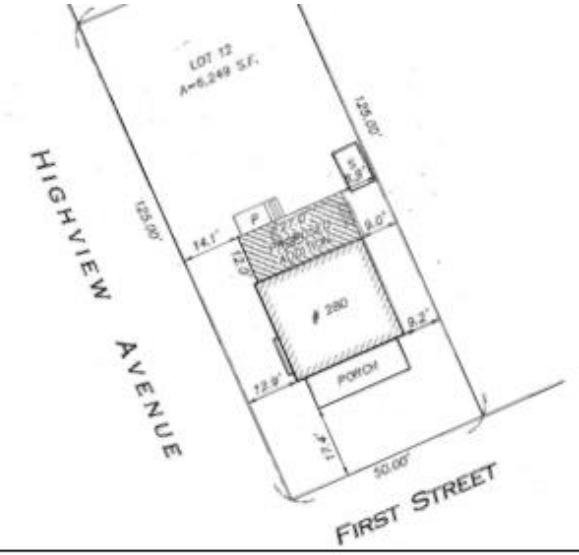
Zone UR-A	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	10	20
Existing	12.9 (Highview Ave)	-	9
Proposed	14	-	9

Relief Required: Variance

As a result of amendment:

Change to front yard: if the front yard is considered a side yard this proposal would be by-right.

Change to rear yard: If the yard with the shallower depth is considered a side yard & yard with the deeper depth shall be considered a rear yard, the proposal would be by-right if it was reduced by 1 ft.







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Structure Definition

Proposal: Amend Section 235-5 *STRUCTURE* Definition

Structure Definition

- The Zoning Ordinance currently defines retaining walls and fences as structures triggering accessory building/structure setback requirements per Section 235-24.B unless exempted by variance

ACCESSORY BUILDINGS AND OTHER STRUCTURES DIMENSIONAL REGULATION

District	Maximum Coverage (percent of required rear yard area)[1]	Distance From Lot Line (feet)		Building Heig (feet)
		Front	Side and Rear	
SR	25%	20	10	20
SR-A	25%	20	10	20
SR-B	40%	15	10	20
UR-A	50%	15	4[2]	20
UR-B	50%	15	4[2]	20
UR-C	50%	15	4[2]	20
UR-D	50%	15	4[2]	20

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Structure Definition

- Retaining walls & fences are often on or close to a property line and it was likely not the intent of the regulation for setbacks to apply
- Removing retaining wall and fence from the definition of structure will resolve this issue

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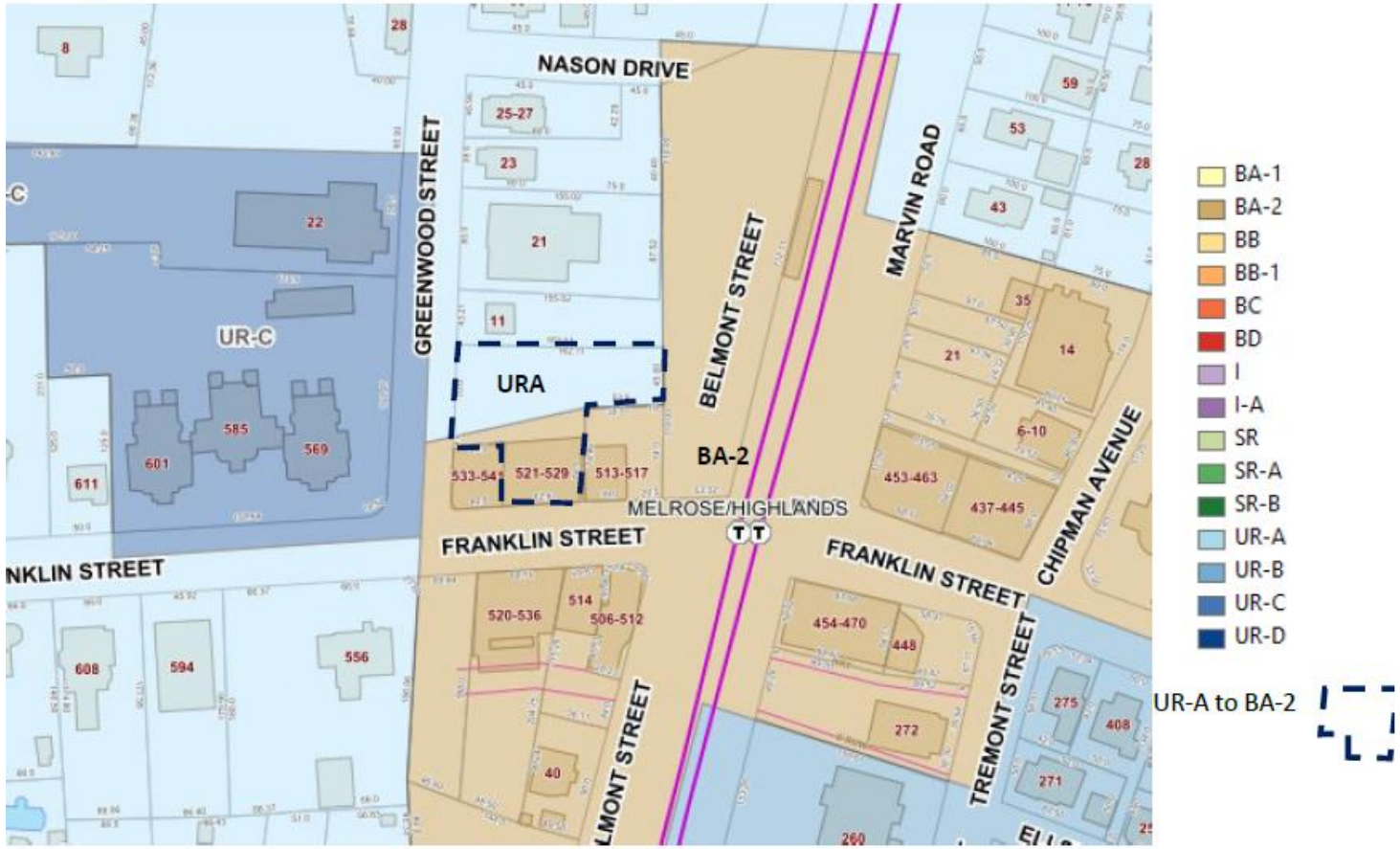
BA-2 Zoning District Line Change at 521-529 Franklin St.

Proposal: Amend Section 235-8 Changes to map

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BA-2 Zoning District Line Change at 521-529 Franklin St.

- 521-529 Franklin St. is split into two zoning districts: BA-2 and URA
- The split zoning complicates refinancing and insuring this property
- The best use of this property is in line with uses permitted in the BA-2



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Retail Food Establishment Definition

Proposal: Amend Section 235-5 *RETAIL FOOD ESTABLISHMENT* Definition

Retail Food Establishment Definition

- This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption in line with the City's new liquor laws

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In-law Apartment Definition

Proposal: Amend Section 235-5 *IN-LAW APARTMENT* Definition

In-law Apartment Definition

- The definition of in-law apartments is overly restrictive as it prohibits this use in houses that have had additions or alterations after January 1, 1990
- Removing Section F & revising Section G will allow for alterations and additions, while still restricting the size of the unit
- Additions would need to conform to dimensional regulations in the district & a special permit is still required for the use

SECTION 235-5

IN-LAW APARTMENT

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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In-law Apartment Definition

- The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments where all other provisions are met
- This amendment is also identified as an action item in the Melrose Forward Master Pan

Housing

Recommendations

Goal 1: Encourage the creation of housing units that are affordable to a broad range of incomes.

Strategy 1.1: Promote regulations that permit a variety of residential types, ensuring Melrose residents of all ages and incomes can remain in Melrose.

Action 1.1.1: Consider amending the Zoning Ordinance to decrease restrictions on in-law apartments.

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Votes for Special Permit Approval & Term

Proposal: Amend Section 235-62 Special Permit Procedure

Votes for Special Permit Approval & Term

Votes for Approval

This amendment updates the zoning ordinance to be consistent with the recent changes to MGL Chapter 40A including:

- Reducing number of votes to grant zoning approvals related to multifamily housing, mixed-use development, and reduced parking, from 2/3 supermajority to simple majority

Special Permit Term

This amendment increases the time allowed to exercise a special permit reflecting an opt-in change to MGL Chapter 40A from 2 to 3 years

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

Proposal: Amend Section 235-25.K and 235-25.L

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

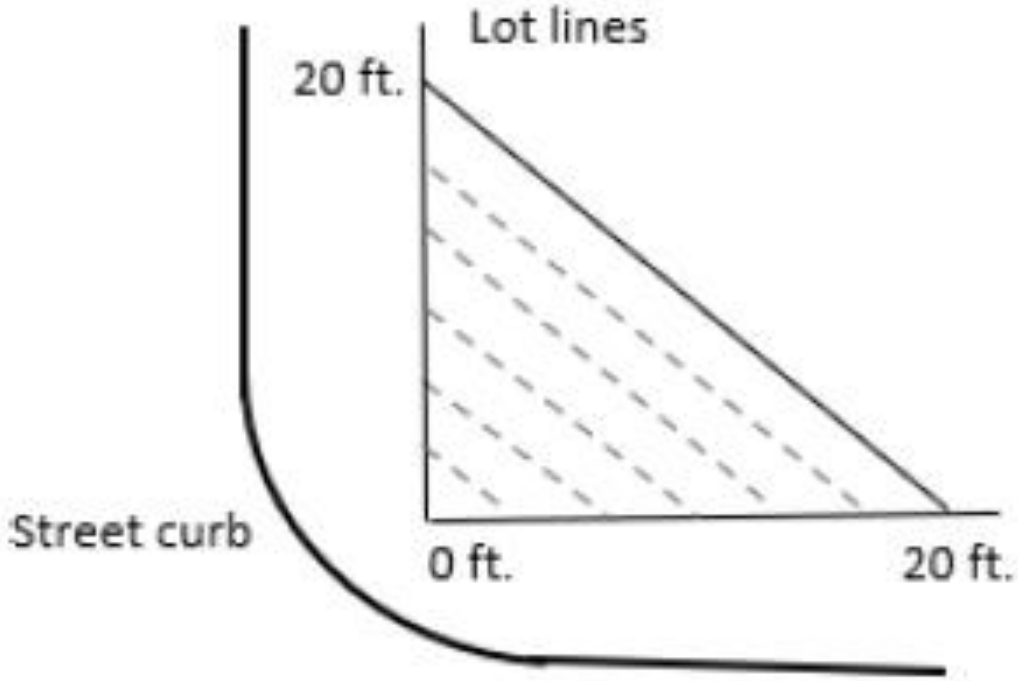
Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

- OPCD has received requests from the public and elected officials to clarify Sections 235-25.K &-25.L of the code which are confusing and easily misinterpreted
- The purpose of these regulations is to ensure visibility and safety by regulating the height of fences and other structures on corner lots and in front yards and to maintain an interesting streetscape

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner Lots

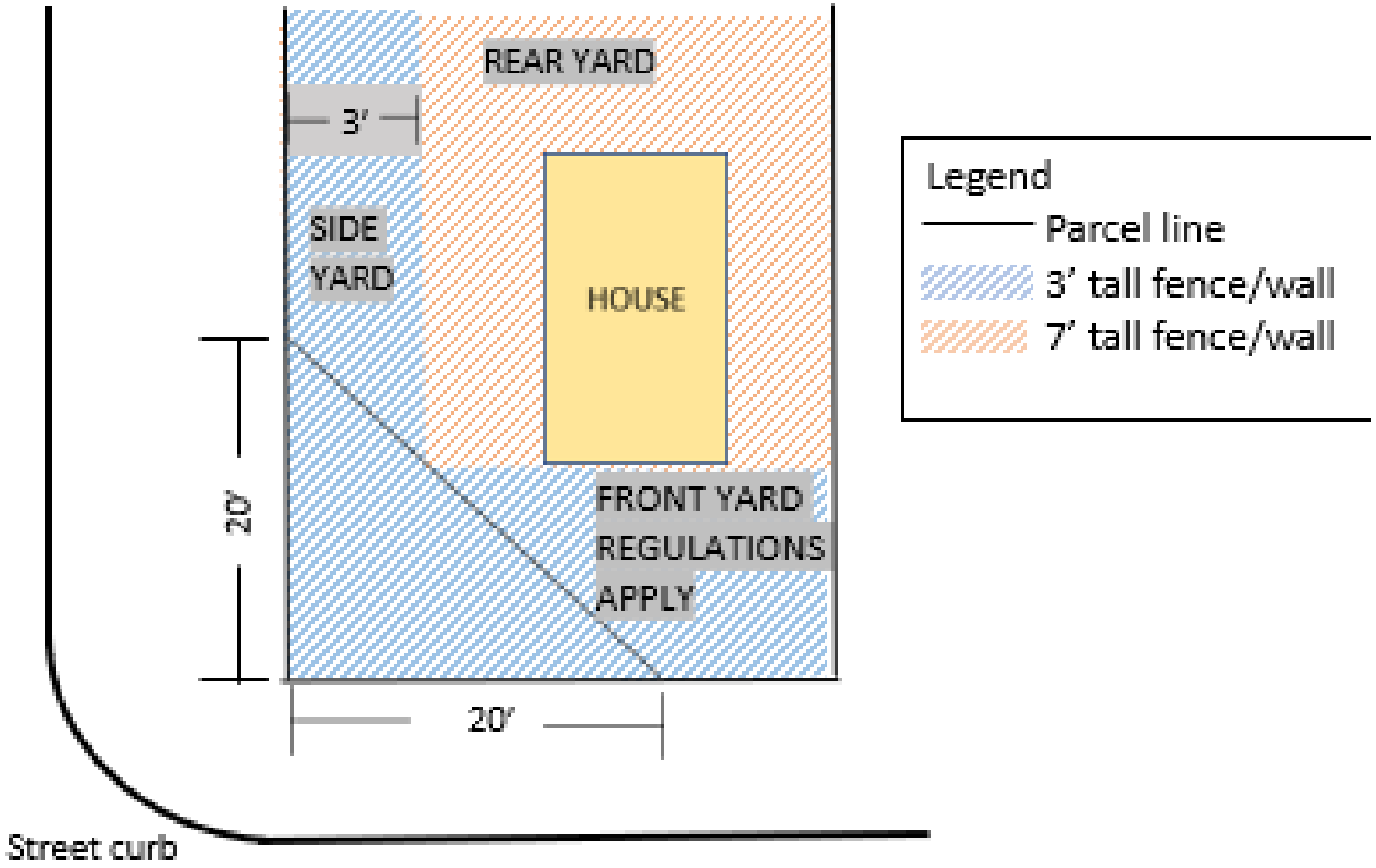
- The proposed measurements were carefully selected based on the existing code, codes in other cities and towns, traffic safety regulations, and a setback analysis conducted by OPCD Staff
- The amendment proposes that within a triangular area formed by measuring 20 ft. from the intersection of the property lot lines, a structure cannot exceed 3 ft. in height



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Sight Lines and Fence Height in Front Yard on Corner Lots

- Beyond the triangular area
  - In the side yard structures may be taller if they are setback 3 ft. from the property line
  - In the front yard structures follow the front yard regulations



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Sight Lines and Fence Height in Front Yard on Corner Lot-- Do's and Don'ts









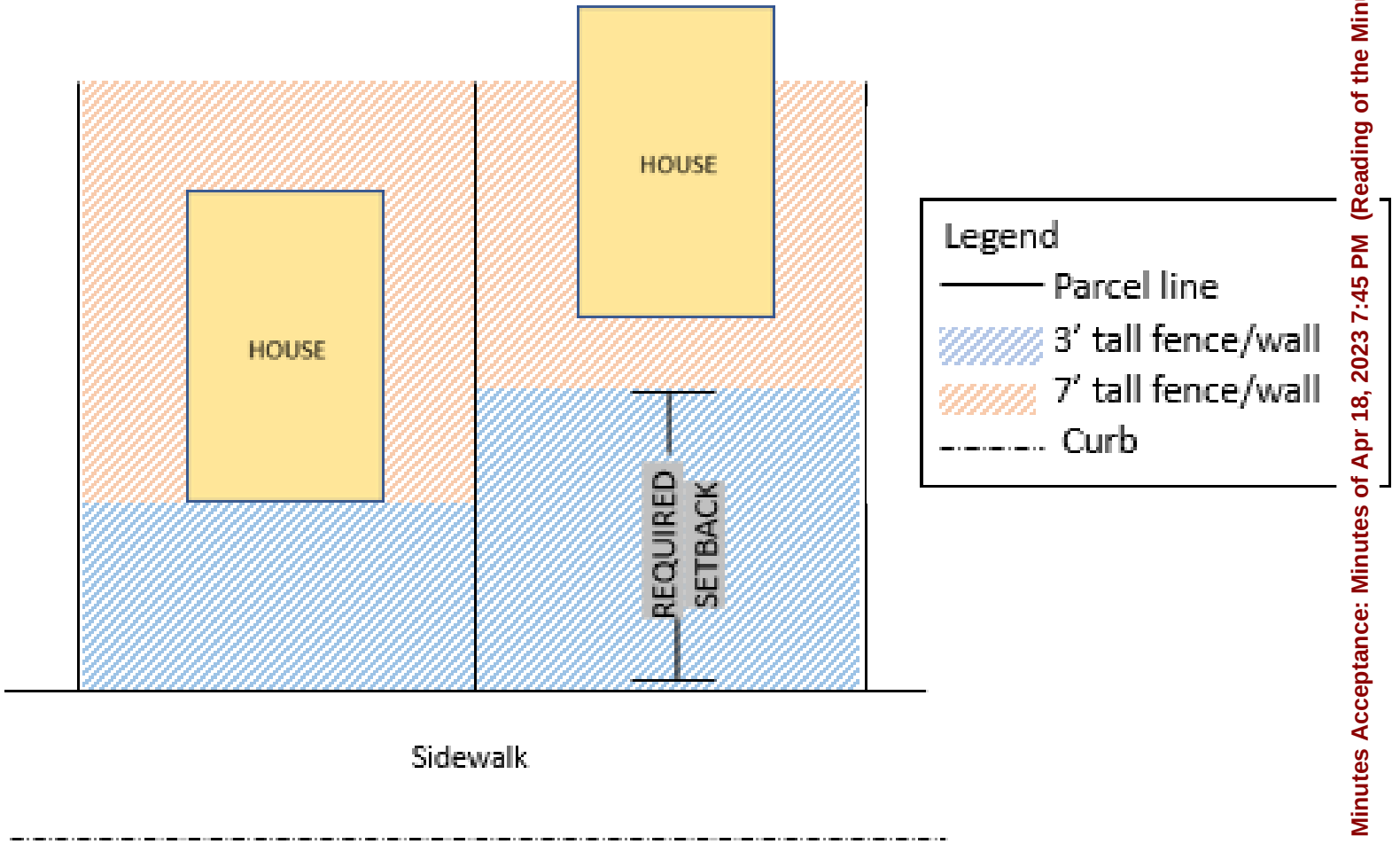




Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yards on Non-Corner Lots

- For non-corner lots, the amendment proposes that within the front yard setback or from the line of the existing primary structure to the lot line (whichever is less), a fence, wall, or similar structure will not be taller than 3 ft.
- Beyond the setback or the line of the existing primary structure, fences and walls may be up to 7 ft. tall



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard -- Do's and Don'ts









Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Site Plan Review Criteria

Proposal: Amend Section 235-16.1.E(5) Site Plan Approval

Site Plan Approval Criteria

- In relation to Section 235-25.K & -25.L, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites during the Site Plan Review process

SECTION §235-16.1.E(5)

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets

Proposal: Amend General Code to include vegetation height and shift enforcement from Building Inspector to Department of Public Works

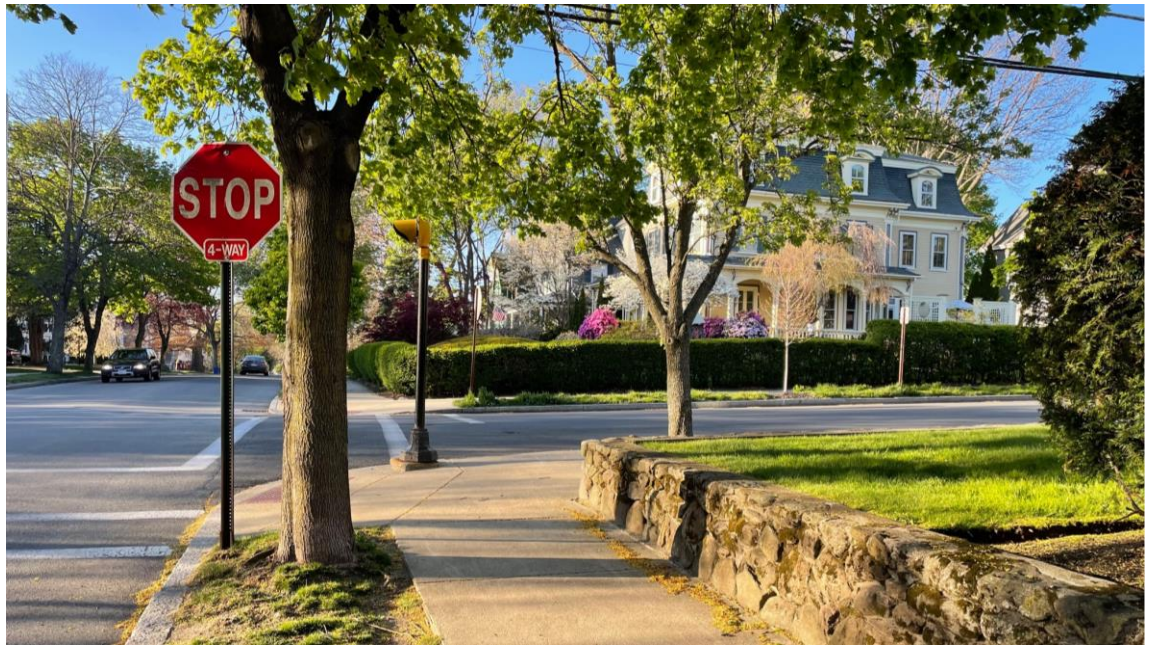
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets

- Vegetation is proposed to be moved from Sections 235-25.K & -25.L of the MZO to the General Code shifting enforcement responsibility from the Building Commissioner to the DPW, which oversees vegetation maintenance throughout the City
- In removing vegetation from the zoning ordinance, existing vegetation will not be deemed legally nonconforming, allowing for enforcement of new and existing vegetation
- The Director of Public Works may use discretion in determining if existing vegetation creates a safety hazard

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges & any other leafy vegetation are regulated to:
  - Promote driver and pedestrian safety by ensuring no obstructions in the public way
  - Maintain an interesting, pedestrian friendly streetscape

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges can be up to 3 ft tall and leafy vegetation cannot obstruct view within 3 feet of front yards or side yards
- This proposal also limits height following the same 20 ft. measurements for corner lots as Section 235-25.K







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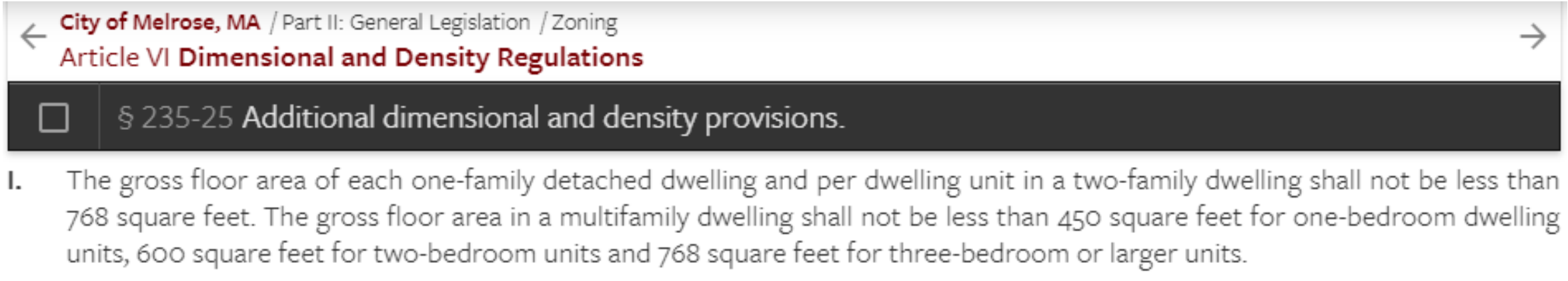
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size

Proposal: Amend Section 235-25.I

Unit Size

- The zoning code's restrictions on dwelling unit size prevent the City from complying with DHCD's guidelines on the new multi-family zoning requirements for MBTA Communities (MGL Chapter 40A Section 3A)
- To comply, zoning cannot restrict the size of residential units
- The proposed amendment removes minimum unit sizes requirements from the code



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Unit Size

There are several mechanisms that will be used to prevent overcrowding (a rare occurrence in Melrose):

- ✓ Health and State Building Code regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls
- ✓ Zoning district regulations controlling the number of units include lot area, FAR, and/or height and setback restrictions
- ✓ Market demand controls unit size

235 Attachment 2

City of Melrose

Table of Dimensional and Density Regulations

[Adopted 4-6-2015 by Ord. No. 2015-90; 6-7-2021 by Order No. 2021-96]

District	Use	Minimum Lot Area (square feet or as noted)	Minimum Frontage and Lot Width (feet)	Minimum Lot Depth (feet)	Yards			Maximum Height (feet)	Maximum Stories	Maximum Coverage	Maximum Floor Area Ratio	Mini Op Sp
					Front (feet)	Side (feet)	Rear (feet)					
SR	Any permitted use	25,000	110	90	25	20	50	35	2 1/2	35%	None	50
SR-A	Any permitted use	15,000	100	90	25	15	40	35	2 1/2	35%	None	50
SR-B	Any permitted use	10,000	80	90	20	12	30	35	2 1/2	35%	None	40
UR-A	Townhouse	7,500 per dwelling unit	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Two-family dwelling	13,500	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Single-family dwelling	7,500	75	90	20	10	20	35	2 1/2	35%	None	35
	Any other permitted use	10,000	100	90	20	10	20	35	2 1/2	35%	None	35
UR-B	Single-family dwelling	7,500	75	90	20	10	15	35	2 1/2	50%	None	30
	Two-family and multifamily dwelling uses and townhouses	7,500 plus 3,000 for each dwelling unit more than 1	100	90	20	10[1]	15	35	2 1/2	50%[2]	None	30
	Any other permitted use	10,000	100	90	20	10[1]	15	35	2 1/2	50%	None	20

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Unit Size

- Eliminating unit size will allow the City to comply with MGL Chapter 40A Section 3A while still regulating density using other zoning provisions
- This will enable the City to have a variety of housing types in terms of size and cost, which is a goal of the Housing Production Plan

Housing Goals

MELROSEHPP

1. **Housing Mix.** Encourage a range of housing options and types to serve households with a variety of incomes and meet the diverse needs of current and future Melrose residents.
2. **Racial Equity.** Advance racial equity, promote inclusion, encourage wealth creation through housing access for people of color, and enrich the Melrose community through increased diversity.
3. **Affordable Housing.** Expand and preserve deed-restricted and subsidized Affordable Housing opportunities for low- and moderate-income households, including family households.
4. **Enhanced Neighborhoods.** Utilize housing as a tool to enhance existing Melrose neighborhoods, balancing development with other community priorities like open space, historic preservation, economic development, walkability, sustainability, and resilience.
5. **Community Engagement.** Promote an understanding of the role that housing plays in Melrose and the region through ongoing public engagement and discussion.

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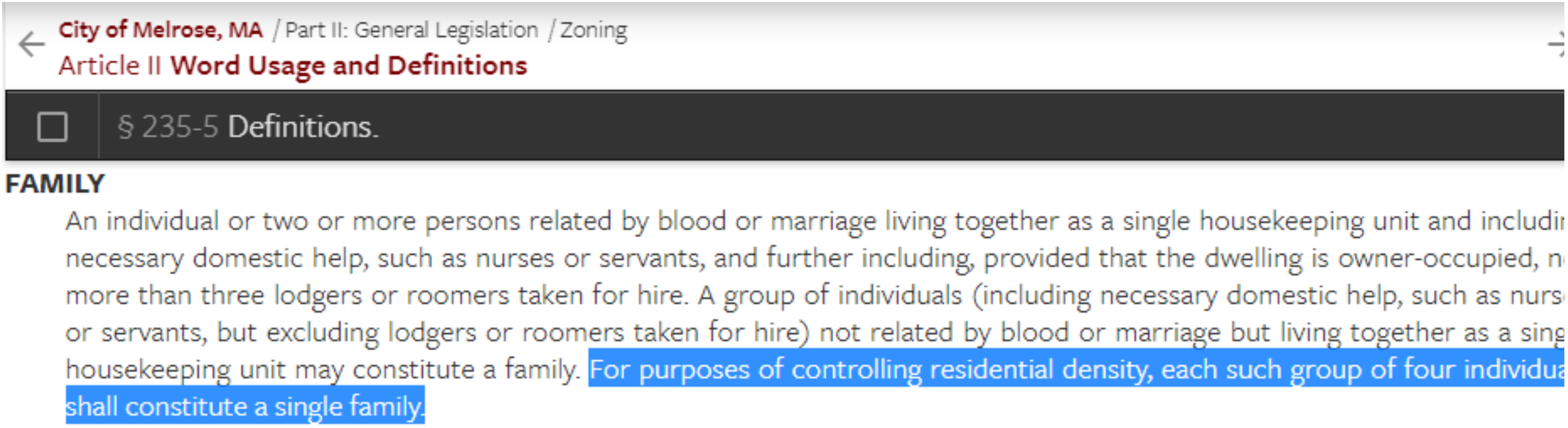
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Family & Dwelling Unit Definition

Proposal: Amend Section 235-5 *APARTMENT HOUSE; FAMILY; DWELLING, ONE-FAMILY; DWELLING, TWO-FAMILY; DWELLING, MULTIFAMILY* Definitions & Amend Section 235 Attachment 1

Family & Dwelling Unit Definition

- To comply with DHCD's new multi-family zoning requirements for MBTA Communities, the definition of family needs to be amended as zoning cannot limit the number of occupants in a unit
- Restricting occupancy based on biological or legal relationships can be discriminatory and does not address the purposes of zoning
- Biological families can have the same, less, or more of an impact on traffic, parking, overcrowding, etc. than a non-traditional family living together as a household



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Family & Dwelling Unit Definition

- The zoning code already defines Dwelling Unit and Multifamily Dwelling Unit
- Defining One-family and Two-family Dwelling Units instead of defining Family organizes the code in a more streamlined manner
- The Dwelling Unit definition establishes the primary intent of a residential unit being a space with complete living facilities occupied by people who share use of the space as a single housekeeping unit

§ 235-5 Definitions.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units and including an apartment house, garden apartment house and multifamily dwellings.

DWELLING UNIT

One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

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Family & Dwelling Unit Definition

- This amendment also strikes the definition of Apartment House from the zoning ordinance, the Table of Use and Parking Regulations, and the definition of Multifamily Dwelling
- The definition of Multifamily Dwelling duplicates the apartment house use rendering it obsolete
- The reference to garden apartment house is also eliminated from the definition of Multifamily Dwelling because it is no longer relevant

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chairman

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

March 27, 2023

The Honorable City Council
Of the City of Melrose, Massachusetts

Re: Report to City Council on Order 2023-59, Amending Melrose Revised Zoning Ordinance, Chapter 235, Various Provisions

To the Members of the City Council:

Pursuant to Massachusetts General Laws, Chapter 40A, Section 5, the City Council held a public hearing on the above-reference zoning amendments on March 6, 2023. The proposed amendments were initiated by the Planning Board to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. City Councilors had questions and comments regarding the proposed amendments, which were discussed at the public hearing. No one from the public appeared to comment or submitted written comments.

The Planning Board held a public hearing on the above-referenced zoning amendments on March 13, 2023, at the request of the City Council to hold separate hearings. No one from the public appeared to comment or submitted written comments. Members discussed the questions and comments raised by the City Councilors and responded to the feedback as detailed below.

Deed Restrictions for Properties with In-Law Apartments
Members of the City Council questioned if there should be deed restrictions for properties with In-Law Apartments. It was clarified that to establish an In-Law Apartment, Applicants must apply to the Board of Appeals for a special permit. Applicant must record the Board of Appeals' decision at the Registry of Deeds, which would appear during a title search.

In-Law Apartments Special Permits and Variances
Members of the City Council inquired about the volume of requests for variances for In-Law Apartments. Planning Staff determined that there have been 14 applications for In-Law Apartments since 2010, 8 of which required variances from §235-5 Definition of In-Law Apartments Standards F & G. All but one application was approved. The number of requests for In-Law Apartments is, on average, approximately one application per year. The proposed amendment is not expected to increase the volume in any meaningful way.

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BA-2 Zoning District Line Change at 521-529 Franklin Street
Members of the City Council questioned whether a proposal to change the lines of a zoning district should be included in this package of zoning amendments. The Planning Board noted that it is a best practice to have zoning districts follow parcel lines to avoid parcels being split into two different districts. In this instance, the direct abutters on either side of the property are commercial buildings and there are many other commercial and mixed uses in the direct vicinity, so the BA-2 designation for the entire parcel is logical and desirable. Furthermore, although not required by law, the Planning Office mailed notices with information about the amendments to abutters within 300 feet of the subject parcel. No comments from the public were received. The Planning Board continues to recommend including this district line change with the package of zoning amendments.

Translations for Proposed Amendments
The Planning Board discussed a comment by City Councilors regarding the accessibility of the zoning code and if the regulations were available in languages besides English. It was noted that the regulations are hosted on the Ecode360 website where the City Charter and most City Codes can be found. On the Ecode360 website there is a Google Translate tool available. Planning Staff suggested that the City could prepare written guidance for the public on specific provisions such as the updated fence and vegetation regulations and consider how best to offer the information in multiple languages.

Corner Lot Setbacks
Members of the City Council requested that the changes proposed for corner lots be reviewed for public safety. Planning Staff reviewed this amendment with the Police Chief and the Fire Chief and neither official expressed any concern. Both agreed that the recommended amendment is logical and will not create any safety hazards.

Differences Between a Lodging House/Unit and a Dwelling Unit
A member of the City Council inquired about the differences between lodging houses/units, and dwelling units. The Planning Board reviewed the definitions of "Dwelling" and "Dwelling Unit" in the Melrose Zoning Ordinance which are defined as follows:

- DWELLING: A privately or publicly owned permanent structure, whether owned by one or more persons or in condominium, which is occupied in whole or in part as the home residents or sleeping place of one or more persons. The term 'one-family, two-family or multifamily dwelling' shall not include a hotel, lodging house, hospital, membership club, mobile home or dormitory.
- DWELLING UNIT: One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

The definition of "Dwelling" specifically states that lodging houses are disparate from dwellings. Additionally, "Dwelling Units" are constituted by single housekeeping units.

The Planning Board also reviewed the definitions of "Lodging Unit" and "Lodging House" in the Melrose Zoning Ordinance which are defined as follows:

- LODGING UNIT: One or more rooms for the semi-permanent use of one, two or three individuals not living as a single housekeeping unit and not having cooking facilities. 'Lodging unit' shall include rooms in boardinghouses, lodging houses, tourist homes, or rooming houses. It

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shall not include convalescent, nursing or rest homes; dormitories of charitable, educational or philanthropic institutions; or apartments or hotels.

- LODGING HOUSE: A building containing for or more lodging units.

Residents in "Lodging Units" are not living as single housekeeping units as they would be in a "Dwelling Unit." Additionally, "Lodging Units" do not have cooking facilities whereas "Dwelling Units" must provide complete and permanent living facilities including provisions for cooking. Also, lodging houses require a license from the City Council and are only allowed in a few zoning districts. The Planning Board feels that the Melrose Zoning Ordinance clearly differentiates between lodging houses/units, and dwelling units and does not recommend any further changes.

Replacement of Existing Fences in Accordance with New Regulations
Members of the City Council wondered if property owners would be allowed to replace existing fences in-kind if they do not conform to the new regulations. The Planning Staff consulted with the Building Commissioner on this question. He explained that there are regulations on fence height and setbacks in the current code so fences that do not currently conform may be illegal. Fences that conformed to the old code and not the new code would be considered legally nonconforming and protected; however, if the fence was completely reconstructed it would need to comply with the new code. Repairing sections of a legally pre-existing nonconforming fence would be allowed by-right. The Building Commissioner confirmed that compliance with these regulations is primarily driven by complaints and that the City does not typically receive many fence complaints.

Front Yard Fence Height
A member of the City Council suggested that the proposed 3-foot front yard fence height may be too low for residents with pets. Pets that can jump over a 3-foot fence would either have to be kept in the side or rear yards or restrained by leash or other means. Alternatively, residents could request a variance from the proposed amendment in special cases where a taller front yard fence may be needed. The Planning Board continues to feel that the provision for 3-foot fence height in the front yard is reasonable and benefits the streetscape without limiting the use of pet owners' properties.

Special Permit Timeline
Members of City Council questioned if it is beneficial to increase the special permit timeline to three years. The Planning Board discussed how once projects are approved by the Planning Board or Zoning Board of Appeals, it often takes time to gather and complete all the necessary materials to obtain a building permit. In some cases, extending the special permit timeline may result in the development moving forward more quickly because the Applicant may not have to return for a new hearing due to an expiration of the project's permit.

This proposed amendment does not affect the timelines for variances or site plan approvals. Variances will still expire after one-year if unexercised, with the possibility of a six-month extension if requested prior to expiration. Site plan approvals are valid for two years with the possibility of an extension for good causes with a written request to the Planning Board.

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To summarize, the Planning Board does not recommend making any changes to the package of proposed zoning amendments originally submitted and reviewed during two separate public hearings. The Planning Board finds that the proposed zoning amendments are reasonable, fair and provide clarity. The amendments will create a more user-friendly code that complies with the Massachusetts General Laws and reduces the number of variance requests; this will in turn benefit both the Board of Appeals and residents by alleviating a significant financial and administrative burden. The Planning Board respectfully recommends that the City Council vote in favor of adopting the proposed zoning amendments as submitted and dated January 31, 2023.

If you have any further questions, or we can provide any additional information, please do not hesitate to contact us. We would be pleased to make ourselves available to you as you continue to deliberate on this issue.

Very truly yours,

Gregory Sampson

Gregory Sampson
Chairman

Attachment: Proposed Zoning Amendments, January 31, 2023

cc: Mayor Paul Brodeur
Shannon Phillips, City Solicitor
Albert Talarico, Building Commissioner
Denise Gaffey, City Planner
Members of the Planning Board
Members of the Board of Appeals

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CITY OF MELROSE

PLANNING BOARD

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GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

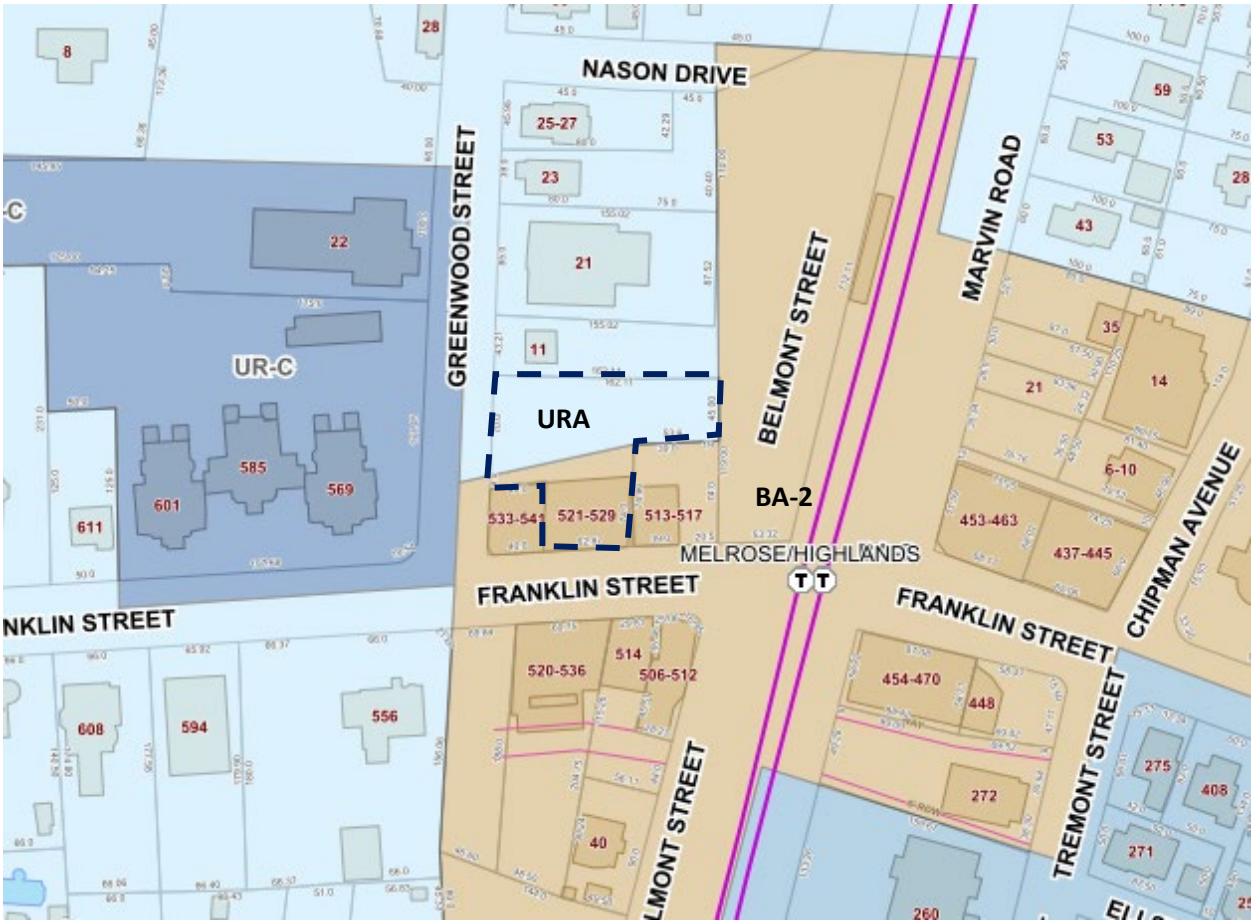
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

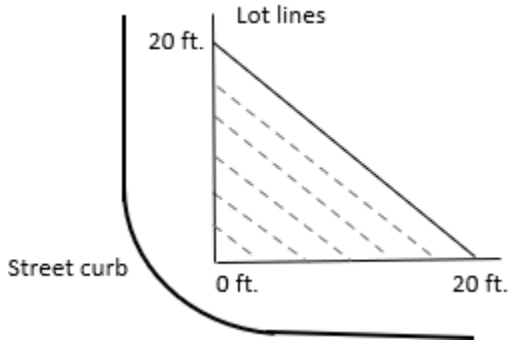
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

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Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	~~—~~	~~—~~	~~—~~	~~—~~	~~S~~	~~P~~	~~—~~	~~—~~	~~—~~	~~—~~	~~P~~	~~—~~	~~—~~	~~B~~

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CITY OF MELROSE

OFFICE OF THE
CLERK OF COMMITTEES

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4100

ANDREW A. GHOBRIAL
Clerk of Committees

MEMORANDUM

TO: Melrose Honorable City Council

FROM: Andrew Ghobrial, Clerk of Committees

DATE: April 12, 2023

RE: Melrose Zoning Ordinance Votes

On Monday, April 10th a motion was made to divide the Melrose Zoning Ordinance Order 2023-59 into eleven parts: one for each of the contents of Zoning Ordinance Package. Accordingly, due to software limitations in Granicus, the order was duplicated ten times to reflect each vote taken. Come Tuesday, you will see a total of eleven orders encompassing each of the votes taken:

1. **Order 2023-59** - Corner Lot Setbacks: Recommended for passage (11 votes)
2. **Order 2023-83** - Structure Definition: Recommended for passage (11 votes)
3. **Order 2023-81** - BA-2 Zoning District Line Change at 521-529 Franklin St: Recommended ought not to pass (6-5 vote)
4. **Order 2023-84** - Definition of Retail Food Establishment: Recommended for passage (11 votes)
5. **Order 2023-85** - Definition of In-Law Apartment: Recommended for passage (9-2 vote)
6. **Order 2023-86** - Votes for Special Permit Approval & Term: Recommended for passage (11 votes)
7. **Order 2023-87** - Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots: Recommended for passage (11 votes)
8. **Order 2023-88** - Site Plan Review Criteria: Recommended for passage (11 votes)
9. **Order 2023-82** - Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment: Tabled (11 votes)
10. **Order 2023-89** - Unit Size: Recommended for passage (11 votes)
11. **Order 2023-90** - Definition of Family & Dwelling Units: Recommended for passage (11 votes)

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chair

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

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In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Greg Sampson /DG

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

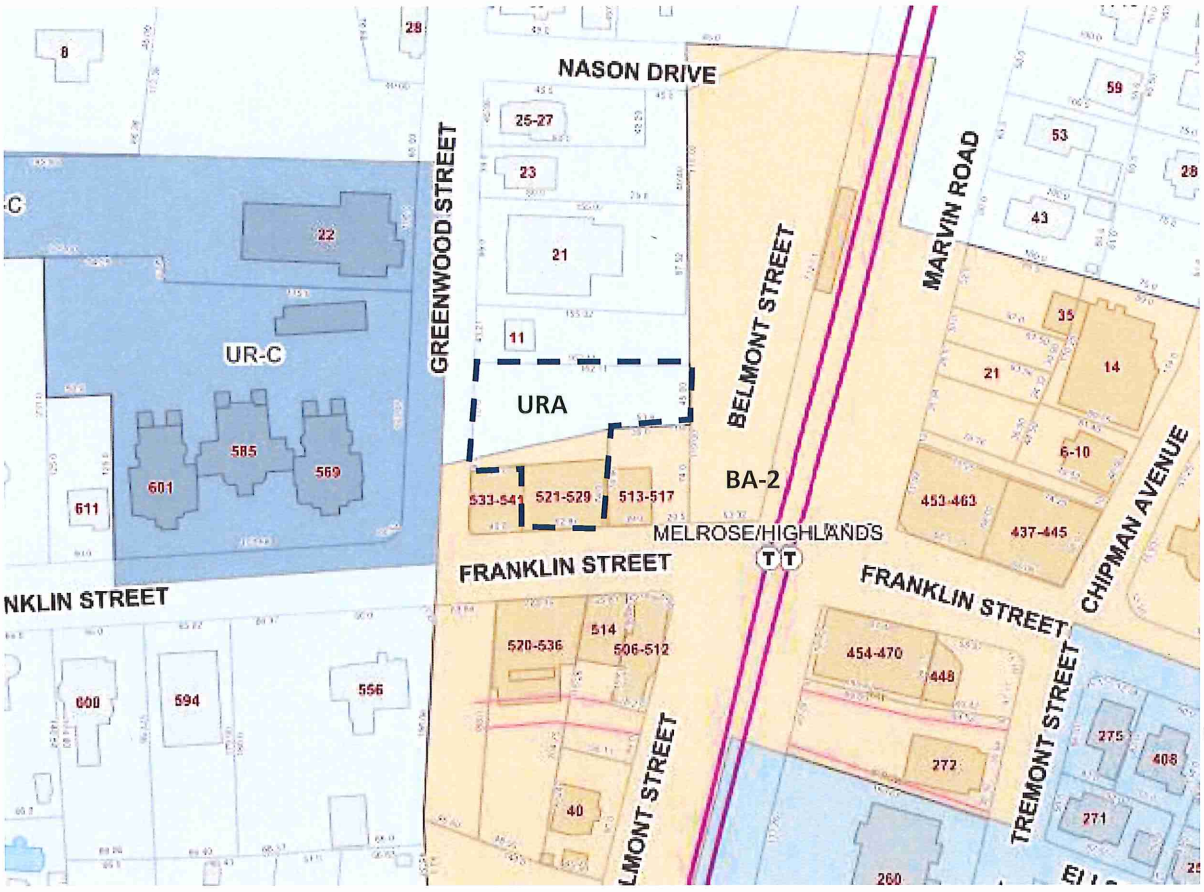
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

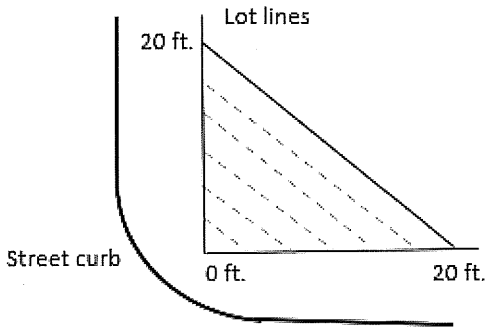
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Zoning Amendment Package 2023

Office of Planning and Community Development

March 6, 2023

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Overview

The proposed changes seek to clarify sections of the zoning ordinance for:

1. Easier interpretation and understanding
2. Compliance with MA General Laws
3. Reduction in number of variance requests for violations regularly approved by the Board of Appeals

<u>10 Proposed Zoning Amendments</u>

- Corner Lot Setbacks
- Structure Definition
- BA-2 Zoning District Line Change at 521-529 Franklin St.
- Retail Food Establishment Definition
- In-law Apartment Definition
- Votes for Special Permit Approval & Term
- Sight Lines and Fence Height in Front Yards on Corner & Non-Corner Lots
- Site Plan Approval Criteria
- Unit Size
- Family & Dwelling Definitions

<u>1 Proposed General Code Amendment</u>

- Vegetation Height for Corner Lots & Yards along Streets

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setbacks

Proposal: Amend Sections 235-5 *LOT,CORNER* and *LOT LINE, REAR* Definitions & 235-25.C, Additional dimensional and density provisions relating to corner lots

Corner Lot Setbacks

- This amendment allows properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets
- In the Planning Board's review of corner lot properties, allowing for side yard setback distances by Variance has not been detrimental to the streetscape or abutting properties
- Two yards often function as side yards and changing the ordinance allows the Owner to build a structure consistent with the use of the yard
- Removing the need for a Variance eliminates a hardship for the Owner
- Identified as an action item in the Melrose Forward Master Plan

Year	Number of Related Variance Cases	% ZBA Approved
2017	1	100%
2018	6	83%*
2019	10	100%
2020	8	75%**
2021	12	83%***
2022	1	100%

* 1 case was withdrawn
** 1 case denied due to other relief requested & 1 withd
*** 1 case denied due to rear yard issue & 1 withdrew

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Corner Lot Setback Example– 101 Sycamore Rd.

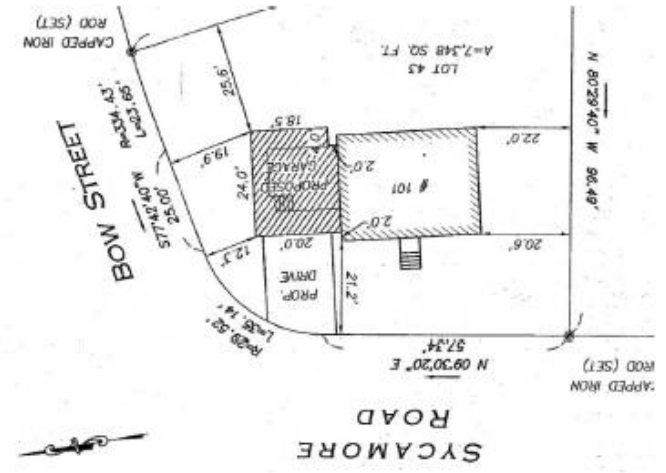
Address: 101 Sycamore Road

Description: Remove side deck and build an attached garage in front & rear yard (Bow St. and yard opposite Sycamore Rd.)

Zone SR-B	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	12	30
Existing	22	-	30
Proposed	12.3	-	25.6

Relief Required: Variance

As a result of amendment: If the front yard (Bow St.) is considered a side yard this proposal would be by-right.







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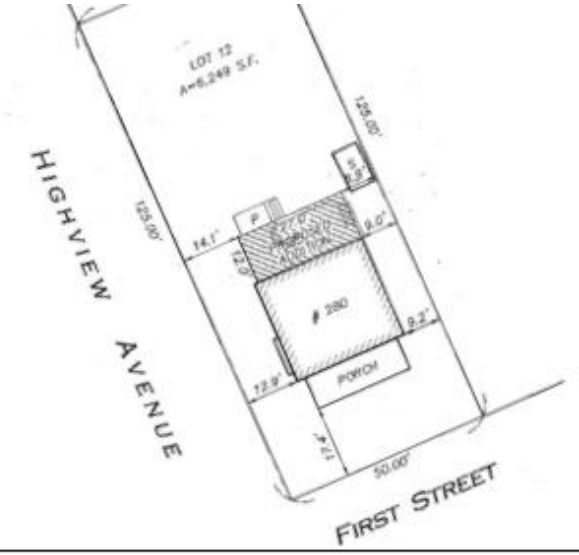
Corner Lot Setback Example– 280 First St.

Description: Build 2-story addition in front & rear yards (Highview Ave and yards opposite Highview Ave and First St.)

Zone UR-A	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	10	20
Existing	12.9 (Highview Ave)	-	9
Proposed	14	-	9

Relief Required: Variance

As a result of amendment:
Change to front yard: if the front yard is considered a side yard this proposal would be by-right.
Change to rear yard: If the yard with the shallower depth is considered a side yard & yard with the deeper depth shall be considered a rear yard, the proposal would be by-right if it was reduced by 1 ft.







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Structure Definition

Proposal: Amend Section 235-5 *STRUCTURE* Definition

Structure Definition

- The Zoning Ordinance currently defines retaining walls and fences as structures triggering accessory building/structure setback requirements per Section 235-24.B unless exempted by variance

ACCESSORY BUILDINGS AND OTHER STRUCTURES DIMENSIONAL REGULATION

District	Maximum Coverage (percent of required rear yard area)[1]	Distance From Lot Line (feet)		Building Heig (feet)
		Front	Side and Rear	
SR	25%	20	10	20
SR-A	25%	20	10	20
SR-B	40%	15	10	20
UR-A	50%	15	4[2]	20
UR-B	50%	15	4[2]	20
UR-C	50%	15	4[2]	20
UR-D	50%	15	4[2]	20

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Structure Definition

- Retaining walls & fences are often on or close to a property line and it was likely not the intent of the regulation for setbacks to apply
- Removing retaining wall and fence from the definition of structure will resolve this issue

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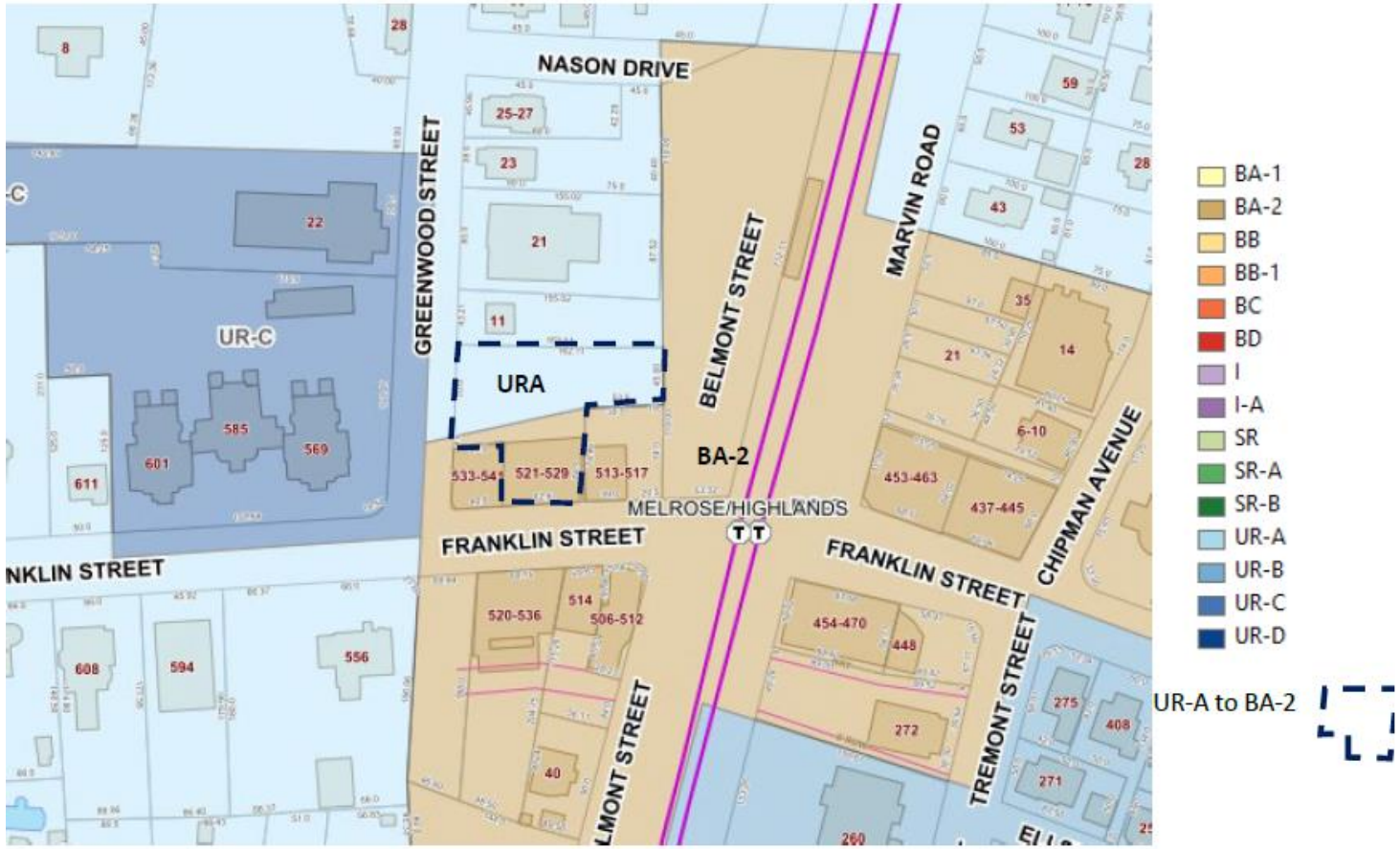
BA-2 Zoning District Line Change at 521-529 Franklin St.

Proposal: Amend Section 235-8 Changes to map

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

- 521-529 Franklin St. is split into two zoning districts: BA-2 and URA
- The split zoning complicates refinancing and insuring this property
- The best use of this property is in line with uses permitted in the BA-2



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Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Retail Food Establishment Definition

Proposal: Amend Section 235-5 *RETAIL FOOD ESTABLISHMENT* Definition

Retail Food Establishment Definition

- This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption in line with the City's new liquor laws

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

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In-law Apartment Definition

Proposal: Amend Section 235-5 *IN-LAW APARTMENT* Definition

In-law Apartment Definition

- The definition of in-law apartments is overly restrictive as it prohibits this use in houses that have had additions or alterations after January 1, 1990
- Removing Section F & revising Section G will allow for alterations and additions, while still restricting the size of the unit
- Additions would need to conform to dimensional regulations in the district & a special permit is still required for the use

SECTION 235-5

IN-LAW APARTMENT

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition

- The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments where all other provisions are met
- This amendment is also identified as an action item in the Melrose Forward Master Pan

Housing

Recommendations

Goal 1: Encourage the creation of housing units that are affordable to a broad range of incomes.

Strategy 1.1: Promote regulations that permit a variety of residential types, ensuring Melrose residents of all ages and incomes can remain in Melrose.

Action 1.1.1: Consider amending the Zoning Ordinance to decrease restrictions on in-law apartments.

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Votes for Special Permit Approval & Term

Proposal: Amend Section 235-62 Special Permit Procedure

Votes for Special Permit Approval & Term

Votes for Approval

This amendment updates the zoning ordinance to be consistent with the recent changes to MGL Chapter 40A including:

- Reducing number of votes to grant zoning approvals related to multifamily housing, mixed-use development, and reduced parking, from 2/3 supermajority to simple majority

Special Permit Term

This amendment increases the time allowed to exercise a special permit reflecting an opt-in change to MGL Chapter 40A from 2 to 3 years

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Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

Proposal: Amend Section 235-25.K and 235-25.L

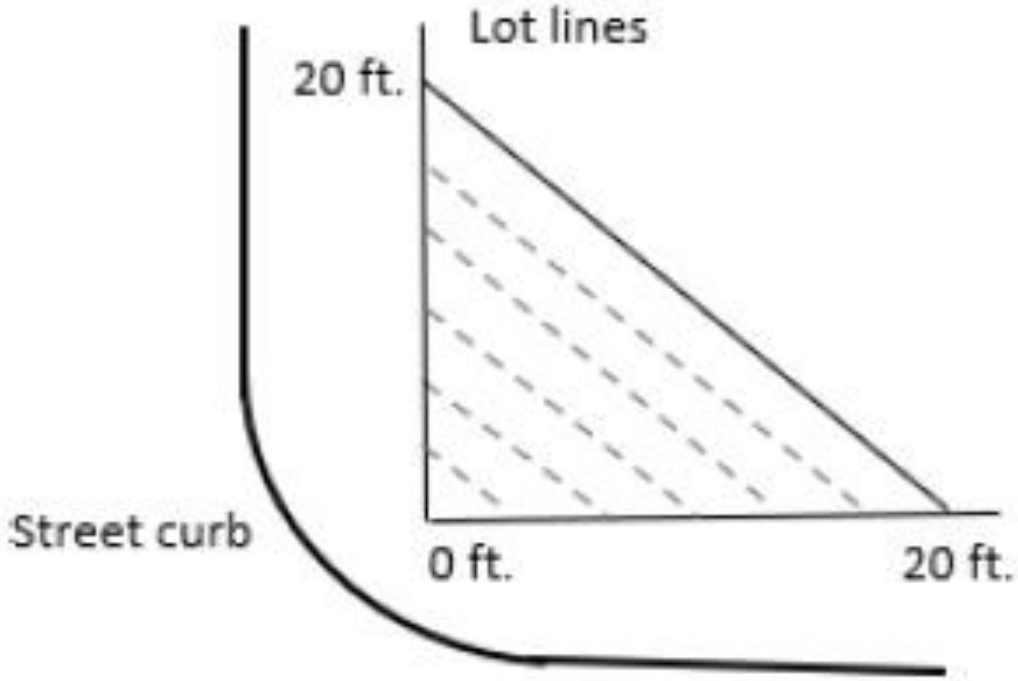
Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

- OPCD has received requests from the public and elected officials to clarify Sections 235-25.K &-25.L of the code which are confusing and easily misinterpreted
- The purpose of these regulations is to ensure visibility and safety by regulating the height of fences and other structures on corner lots and in front yards and to maintain an interesting streetscape

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Sight Lines and Fence Height in Front Yard on Corner Lots

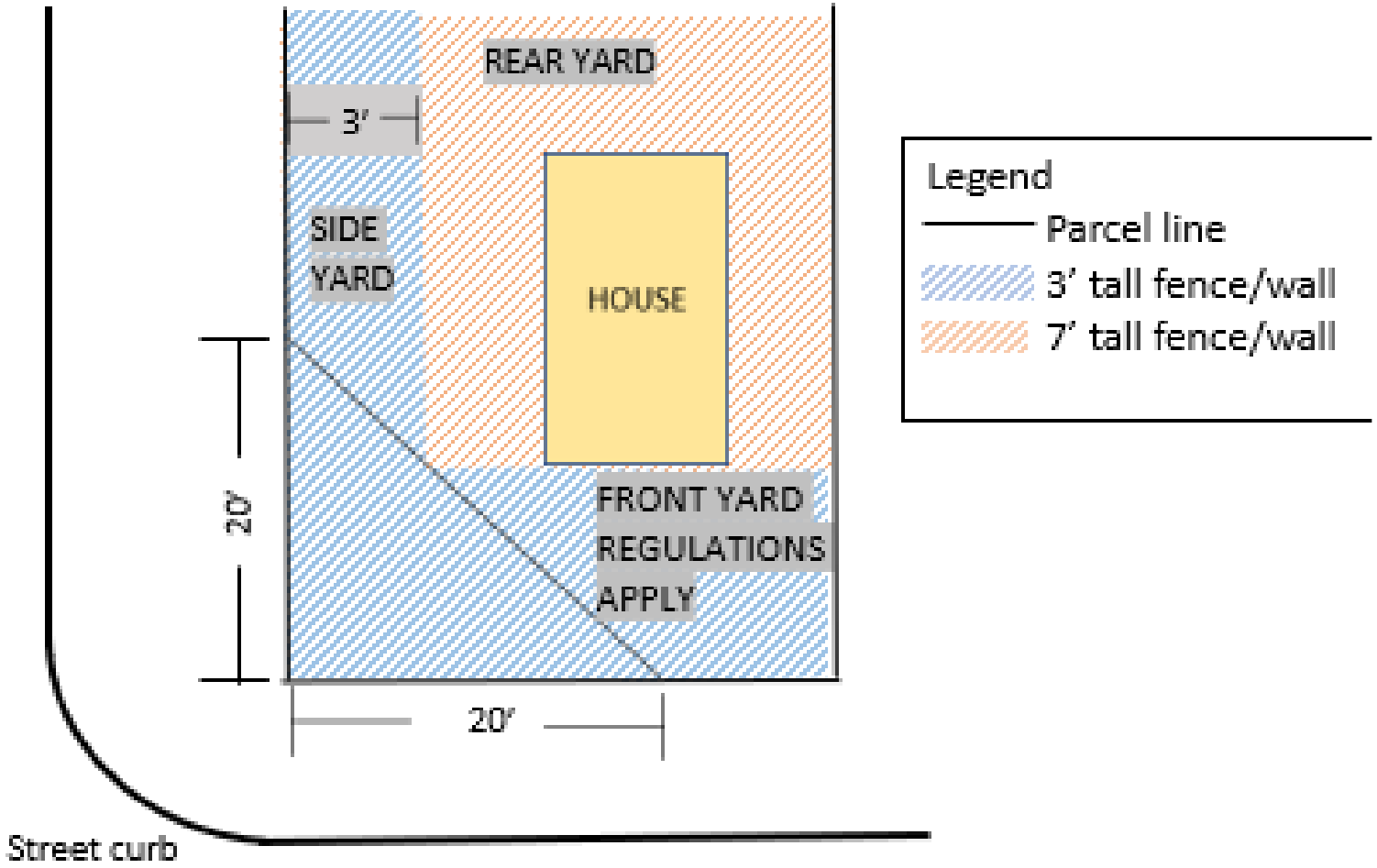
- The proposed measurements were carefully selected based on the existing code, codes in other cities and towns, traffic safety regulations, and a setback analysis conducted by OPCD Staff
- The amendment proposes that within a triangular area formed by measuring 20 ft. from the intersection of the property lot lines, a structure cannot exceed 3 ft. in height



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner Lots

- Beyond the triangular area
  - In the side yard structures may be taller if they are setback 3 ft. from the property line
  - In the front yard structures follow the front yard regulations



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Sight Lines and Fence Height in Front Yard on Corner Lot-- Do's and Don'ts









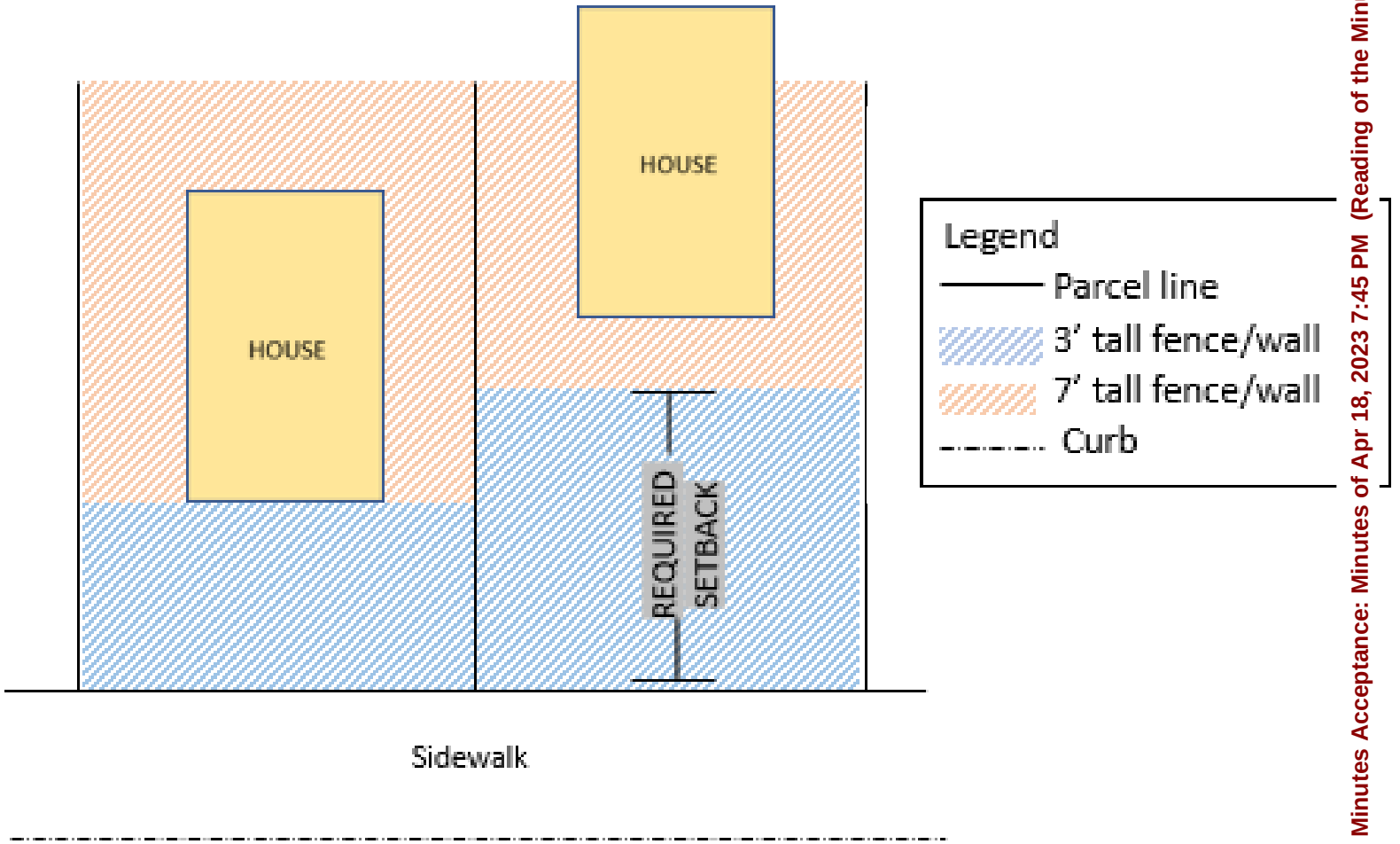




Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yards on Non-Corner Lots

- For non-corner lots, the amendment proposes that within the front yard setback or from the line of the existing primary structure to the lot line (whichever is less), a fence, wall, or similar structure will not be taller than 3 ft.
- Beyond the setback or the line of the existing primary structure, fences and walls may be up to 7 ft. tall



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard -- Do's and Don'ts









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Site Plan Review Criteria

Proposal: Amend Section 235-16.1.E(5) Site Plan Approval

Site Plan Approval Criteria

- In relation to Section 235-25.K & -25.L, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites during the Site Plan Review process

SECTION §235-16.1.E(5)

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets

Proposal: Amend General Code to include vegetation height and shift enforcement from Building Inspector to Department of Public Works

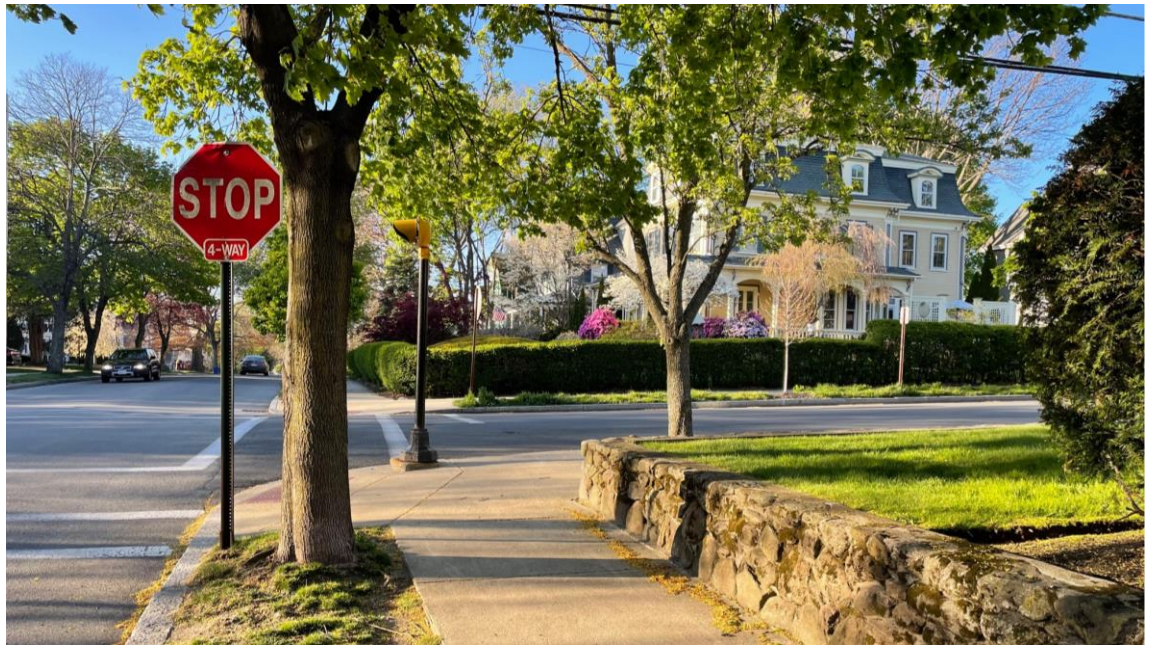
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Vegetation Height for Corner Lots & in Yards along Streets

- Vegetation is proposed to be moved from Sections 235-25.K & -25.L of the MZO to the General Code shifting enforcement responsibility from the Building Commissioner to the DPW, which oversees vegetation maintenance throughout the City
- In removing vegetation from the zoning ordinance, existing vegetation will not be deemed legally nonconforming, allowing for enforcement of new and existing vegetation
- The Director of Public Works may use discretion in determining if existing vegetation creates a safety hazard

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)





Vegetation Height for Corner Lots & in Yards along Streets

- Hedges & any other leafy vegetation are regulated to:
  - Promote driver and pedestrian safety by ensuring no obstructions in the public way
  - Maintain an interesting, pedestrian friendly streetscape

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets

- Hedges can be up to 3 ft tall and leafy vegetation cannot obstruct view within 3 feet of front yards or side yards
- This proposal also limits height following the same 20 ft. measurements for corner lots as Section 235-25.K







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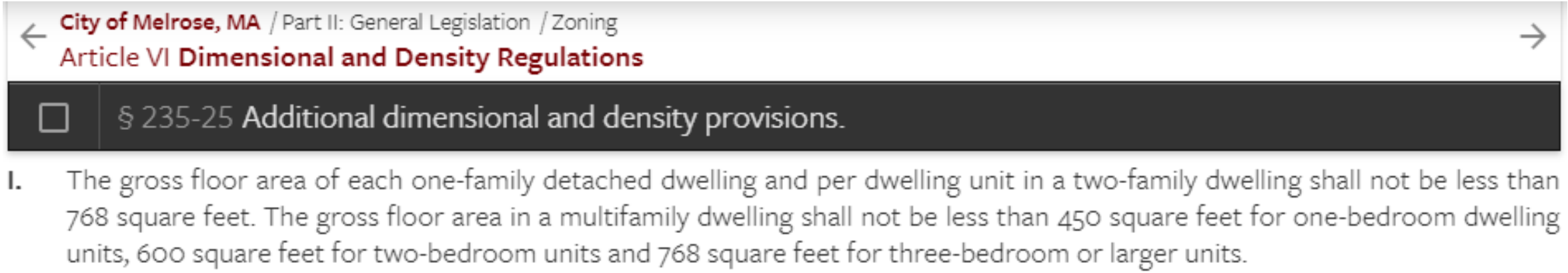
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Unit Size

Proposal: Amend Section 235-25.I

Unit Size

- The zoning code's restrictions on dwelling unit size prevent the City from complying with DHCD's guidelines on the new multi-family zoning requirements for MBTA Communities (MGL Chapter 40A Section 3A)
- To comply, zoning cannot restrict the size of residential units
- The proposed amendment removes minimum unit sizes requirements from the code



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size

There are several mechanisms that will be used to prevent overcrowding (a rare occurrence in Melrose):

- ✓ Health and State Building Code regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls
- ✓ Zoning district regulations controlling the number of units include lot area, FAR, and/or height and setback restrictions
- ✓ Market demand controls unit size

235 Attachment 2

City of Melrose

Table of Dimensional and Density Regulations

[Adopted 4-6-2015 by Ord. No. 2015-90; 6-7-2021 by Order No. 2021-96]

District	Use	Minimum Lot Area (square feet or as noted)	Minimum Frontage and Lot Width (feet)	Minimum Lot Depth (feet)	Yards			Maximum Height (feet)	Maximum Stories	Maximum Coverage	Maximum Floor Area Ratio	Mini Op Sp
					Front (feet)	Side (feet)	Rear (feet)					
SR	Any permitted use	25,000	110	90	25	20	50	35	2 1/2	35%	None	50
SR-A	Any permitted use	15,000	100	90	25	15	40	35	2 1/2	35%	None	50
SR-B	Any permitted use	10,000	80	90	20	12	30	35	2 1/2	35%	None	40
UR-A	Townhouse	7,500 per dwelling unit	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Two-family dwelling	13,500	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Single-family dwelling	7,500	75	90	20	10	20	35	2 1/2	35%	None	35
	Any other permitted use	10,000	100	90	20	10	20	35	2 1/2	35%	None	35
UR-B	Single-family dwelling	7,500	75	90	20	10	15	35	2 1/2	50%	None	30
	Two-family and multifamily dwelling uses and townhouses	7,500 plus 3,000 for each dwelling unit more than 1	100	90	20	10[1]	15	35	2 1/2	50%[2]	None	30
	Any other permitted use	10,000	100	90	20	10[1]	15	35	2 1/2	50%	None	20

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Unit Size

- Eliminating unit size will allow the City to comply with MGL Chapter 40A Section 3A while still regulating density using other zoning provisions
- This will enable the City to have a variety of housing types in terms of size and cost, which is a goal of the Housing Production Plan

Housing Goals

MELROSEHPP

1. **Housing Mix.** Encourage a range of housing options and types to serve households with a variety of incomes and meet the diverse needs of current and future Melrose residents.
2. **Racial Equity.** Advance racial equity, promote inclusion, encourage wealth creation through housing access for people of color, and enrich the Melrose community through increased diversity.
3. **Affordable Housing.** Expand and preserve deed-restricted and subsidized Affordable Housing opportunities for low- and moderate-income households, including family households.
4. **Enhanced Neighborhoods.** Utilize housing as a tool to enhance existing Melrose neighborhoods, balancing development with other community priorities like open space, historic preservation, economic development, walkability, sustainability, and resilience.
5. **Community Engagement.** Promote an understanding of the role that housing plays in Melrose and the region through ongoing public engagement and discussion.

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Family & Dwelling Unit Definition

Proposal: Amend Section 235-5 *APARTMENT HOUSE; FAMILY; DWELLING, ONE-FAMILY; DWELLING, TWO-FAMILY; DWELLING, MULTIFAMILY* Definitions & Amend Section 235 Attachment 1

Family & Dwelling Unit Definition

- To comply with DHCD's new multi-family zoning requirements for MBTA Communities, the definition of family needs to be amended as zoning cannot limit the number of occupants in a unit
- Restricting occupancy based on biological or legal relationships can be discriminatory and does not address the purposes of zoning
- Biological families can have the same, less, or more of an impact on traffic, parking, overcrowding, etc. than a non-traditional family living together as a household

§ 235-5 Definitions.

FAMILY

An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and includi necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, n more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurs or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a sing housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individua shall constitute a single family.

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Family & Dwelling Unit Definition

- The zoning code already defines Dwelling Unit and Multifamily Dwelling Unit
- Defining One-family and Two-family Dwelling Units instead of defining Family organizes the code in a more streamlined manner
- The Dwelling Unit definition establishes the primary intent of a residential unit being a space with complete living facilities occupied by people who share use of the space as a single housekeeping unit

§ 235-5 Definitions.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units and including an apartment house, garden apartment house and multifamily dwellings.

DWELLING UNIT

One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

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Family & Dwelling Unit Definition

- This amendment also strikes the definition of Apartment House from the zoning ordinance, the Table of Use and Parking Regulations, and the definition of Multifamily Dwelling
- The definition of Multifamily Dwelling duplicates the apartment house use rendering it obsolete
- The reference to garden apartment house is also eliminated from the definition of Multifamily Dwelling because it is no longer relevant

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chairman

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Melrose, Massachusetts 02176
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March 27, 2023

The Honorable City Council
Of the City of Melrose, Massachusetts

Re: Report to City Council on Order 2023-59, Amending Melrose Revised Zoning Ordinance, Chapter 235, Various Provisions

To the Members of the City Council:

Pursuant to Massachusetts General Laws, Chapter 40A, Section 5, the City Council held a public hearing on the above-reference zoning amendments on March 6, 2023. The proposed amendments were initiated by the Planning Board to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. City Councilors had questions and comments regarding the proposed amendments, which were discussed at the public hearing. No one from the public appeared to comment or submitted written comments.

The Planning Board held a public hearing on the above-referenced zoning amendments on March 13, 2023, at the request of the City Council to hold separate hearings. No one from the public appeared to comment or submitted written comments. Members discussed the questions and comments raised by the City Councilors and responded to the feedback as detailed below.

Deed Restrictions for Properties with In-Law Apartments
Members of the City Council questioned if there should be deed restrictions for properties with In-Law Apartments. It was clarified that to establish an In-Law Apartment, Applicants must apply to the Board of Appeals for a special permit. Applicant must record the Board of Appeals' decision at the Registry of Deeds, which would appear during a title search.

In-Law Apartments Special Permits and Variances
Members of the City Council inquired about the volume of requests for variances for In-Law Apartments. Planning Staff determined that there have been 14 applications for In-Law Apartments since 2010, 8 of which required variances from §235-5 Definition of In-Law Apartments Standards F & G. All but one application was approved. The number of requests for In-Law Apartments is, on average, approximately one application per year. The proposed amendment is not expected to increase the volume in any meaningful way.

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BA-2 Zoning District Line Change at 521-529 Franklin Street
Members of the City Council questioned whether a proposal to change the lines of a zoning district should be included in this package of zoning amendments. The Planning Board noted that it is a best practice to have zoning districts follow parcel lines to avoid parcels being split into two different districts. In this instance, the direct abutters on either side of the property are commercial buildings and there are many other commercial and mixed uses in the direct vicinity, so the BA-2 designation for the entire parcel is logical and desirable. Furthermore, although not required by law, the Planning Office mailed notices with information about the amendments to abutters within 300 feet of the subject parcel. No comments from the public were received. The Planning Board continues to recommend including this district line change with the package of zoning amendments.

Translations for Proposed Amendments
The Planning Board discussed a comment by City Councilors regarding the accessibility of the zoning code and if the regulations were available in languages besides English. It was noted that the regulations are hosted on the Ecode360 website where the City Charter and most City Codes can be found. On the Ecode360 website there is a Google Translate tool available. Planning Staff suggested that the City could prepare written guidance for the public on specific provisions such as the updated fence and vegetation regulations and consider how best to offer the information in multiple languages.

Corner Lot Setbacks
Members of the City Council requested that the changes proposed for corner lots be reviewed for public safety. Planning Staff reviewed this amendment with the Police Chief and the Fire Chief and neither official expressed any concern. Both agreed that the recommended amendment is logical and will not create any safety hazards.

Differences Between a Lodging House/Unit and a Dwelling Unit
A member of the City Council inquired about the differences between lodging houses/units, and dwelling units. The Planning Board reviewed the definitions of "Dwelling" and "Dwelling Unit" in the Melrose Zoning Ordinance which are defined as follows:

- DWELLING: A privately or publicly owned permanent structure, whether owned by one or more persons or in condominium, which is occupied in whole or in part as the home residents or sleeping place of one or more persons. The term 'one-family, two-family or multifamily dwelling' shall not include a hotel, lodging house, hospital, membership club, mobile home or dormitory.
- DWELLING UNIT: One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

The definition of "Dwelling" specifically states that lodging houses are disparate from dwellings. Additionally, "Dwelling Units" are constituted by single housekeeping units.

The Planning Board also reviewed the definitions of "Lodging Unit" and "Lodging House" in the Melrose Zoning Ordinance which are defined as follows:

- LODGING UNIT: One or more rooms for the semi-permanent use of one, two or three individuals not living as a single housekeeping unit and not having cooking facilities. 'Lodging unit' shall include rooms in boardinghouses, lodging houses, tourist homes, or rooming houses. It

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shall not include convalescent, nursing or rest homes; dormitories of charitable, educational or philanthropic institutions; or apartments or hotels.

- LODGING HOUSE: A building containing for or more lodging units.

Residents in "Lodging Units" are not living as single housekeeping units as they would be in a "Dwelling Unit." Additionally, "Lodging Units" do not have cooking facilities whereas "Dwelling Units" must provide complete and permanent living facilities including provisions for cooking. Also, lodging houses require a license from the City Council and are only allowed in a few zoning districts. The Planning Board feels that the Melrose Zoning Ordinance clearly differentiates between lodging houses/units, and dwelling units and does not recommend any further changes.

Replacement of Existing Fences in Accordance with New Regulations
Members of the City Council wondered if property owners would be allowed to replace existing fences in-kind if they do not conform to the new regulations. The Planning Staff consulted with the Building Commissioner on this question. He explained that there are regulations on fence height and setbacks in the current code so fences that do not currently conform may be illegal. Fences that conformed to the old code and not the new code would be considered legally nonconforming and protected; however, if the fence was completely reconstructed it would need to comply with the new code. Repairing sections of a legally pre-existing nonconforming fence would be allowed by-right. The Building Commissioner confirmed that compliance with these regulations is primarily driven by complaints and that the City does not typically receive many fence complaints.

Front Yard Fence Height
A member of the City Council suggested that the proposed 3-foot front yard fence height may be too low for residents with pets. Pets that can jump over a 3-foot fence would either have to be kept in the side or rear yards or restrained by leash or other means. Alternatively, residents could request a variance from the proposed amendment in special cases where a taller front yard fence may be needed. The Planning Board continues to feel that the provision for 3-foot fence height in the front yard is reasonable and benefits the streetscape without limiting the use of pet owners' properties.

Special Permit Timeline
Members of City Council questioned if it is beneficial to increase the special permit timeline to three years. The Planning Board discussed how once projects are approved by the Planning Board or Zoning Board of Appeals, it often takes time to gather and complete all the necessary materials to obtain a building permit. In some cases, extending the special permit timeline may result in the development moving forward more quickly because the Applicant may not have to return for a new hearing due to an expiration of the project's permit.

This proposed amendment does not affect the timelines for variances or site plan approvals. Variances will still expire after one-year if unexercised, with the possibility of a six-month extension if requested prior to expiration. Site plan approvals are valid for two years with the possibility of an extension for good causes with a written request to the Planning Board.

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To summarize, the Planning Board does not recommend making any changes to the package of proposed zoning amendments originally submitted and reviewed during two separate public hearings. The Planning Board finds that the proposed zoning amendments are reasonable, fair and provide clarity. The amendments will create a more user-friendly code that complies with the Massachusetts General Laws and reduces the number of variance requests; this will in turn benefit both the Board of Appeals and residents by alleviating a significant financial and administrative burden. The Planning Board respectfully recommends that the City Council vote in favor of adopting the proposed zoning amendments as submitted and dated January 31, 2023.

If you have any further questions, or we can provide any additional information, please do not hesitate to contact us. We would be pleased to make ourselves available to you as you continue to deliberate on this issue.

Very truly yours,

Gregory Sampson

Gregory Sampson
Chairman

Attachment: Proposed Zoning Amendments, January 31, 2023

cc: Mayor Paul Brodeur
Shannon Phillips, City Solicitor
Albert Talarico, Building Commissioner
Denise Gaffey, City Planner
Members of the Planning Board
Members of the Board of Appeals

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CITY OF MELROSE

PLANNING BOARD

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GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

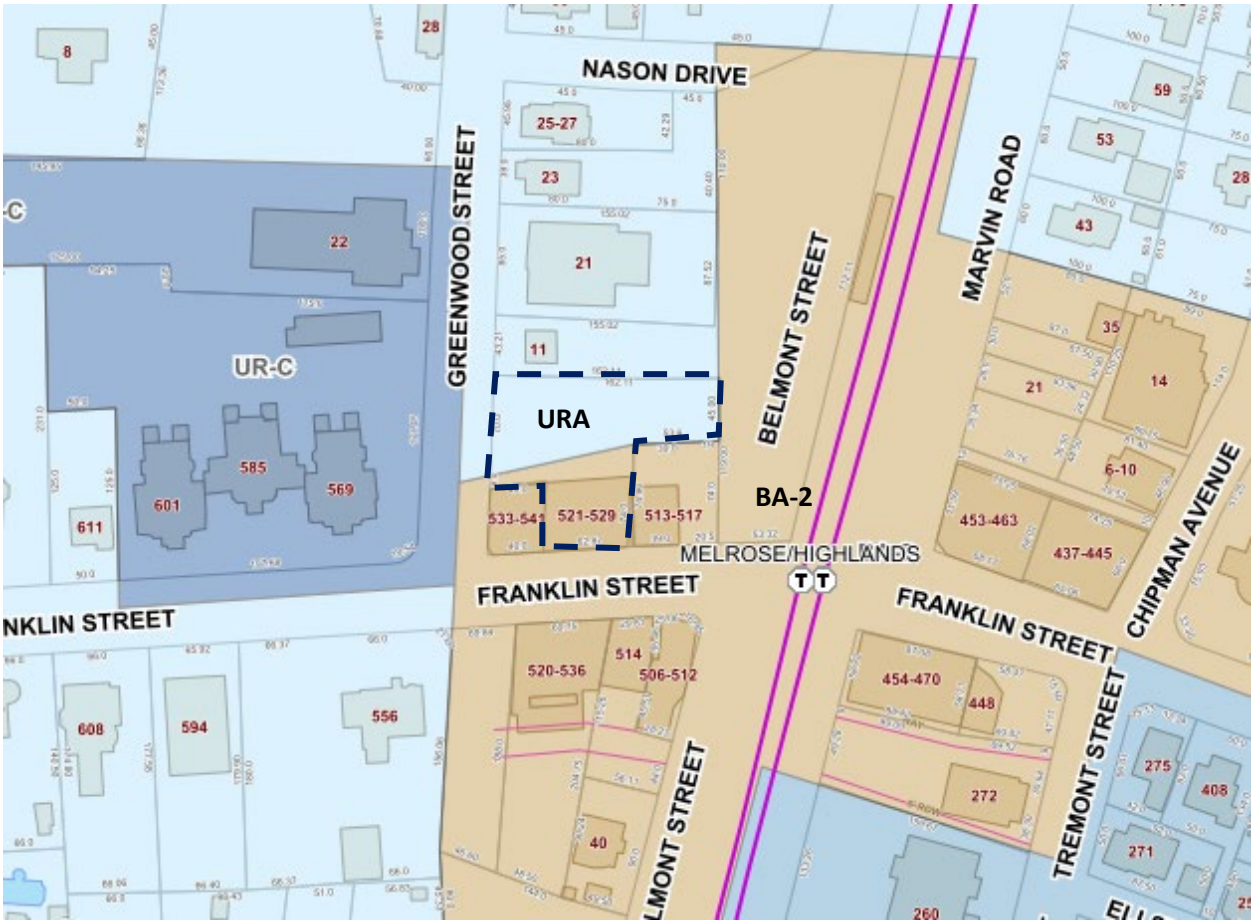
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BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

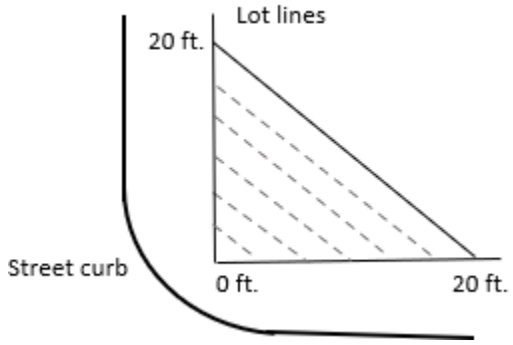
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	~~—~~	~~—~~	~~—~~	~~—~~	~~S~~	~~P~~	~~—~~	~~—~~	~~—~~	~~—~~	~~P~~	~~—~~	~~—~~	~~B~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE
CLERK OF COMMITTEES

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4100

ANDREW A. GHOBRIAL
Clerk of Committees

MEMORANDUM

TO: Melrose Honorable City Council

FROM: Andrew Ghobrial, Clerk of Committees

DATE: April 12, 2023

RE: Melrose Zoning Ordinance Votes

On Monday, April 10th a motion was made to divide the Melrose Zoning Ordinance Order 2023-59 into eleven parts: one for each of the contents of Zoning Ordinance Package. Accordingly, due to software limitations in Granicus, the order was duplicated ten times to reflect each vote taken. Come Tuesday, you will see a total of eleven orders encompassing each of the votes taken:

1. **Order 2023-59** - Corner Lot Setbacks: Recommended for passage (11 votes)
2. **Order 2023-83** - Structure Definition: Recommended for passage (11 votes)
3. **Order 2023-81** - BA-2 Zoning District Line Change at 521-529 Franklin St: Recommended ought not to pass (6-5 vote)
4. **Order 2023-84** - Definition of Retail Food Establishment: Recommended for passage (11 votes)
5. **Order 2023-85** - Definition of In-Law Apartment: Recommended for passage (9-2 vote)
6. **Order 2023-86** - Votes for Special Permit Approval & Term: Recommended for passage (11 votes)
7. **Order 2023-87** - Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots: Recommended for passage (11 votes)
8. **Order 2023-88** - Site Plan Review Criteria: Recommended for passage (11 votes)
9. **Order 2023-82** - Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment: Tabled (11 votes)
10. **Order 2023-89** - Unit Size: Recommended for passage (11 votes)
11. **Order 2023-90** - Definition of Family & Dwelling Units: Recommended for passage (11 votes)

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chair

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Greg Sampson /DG

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

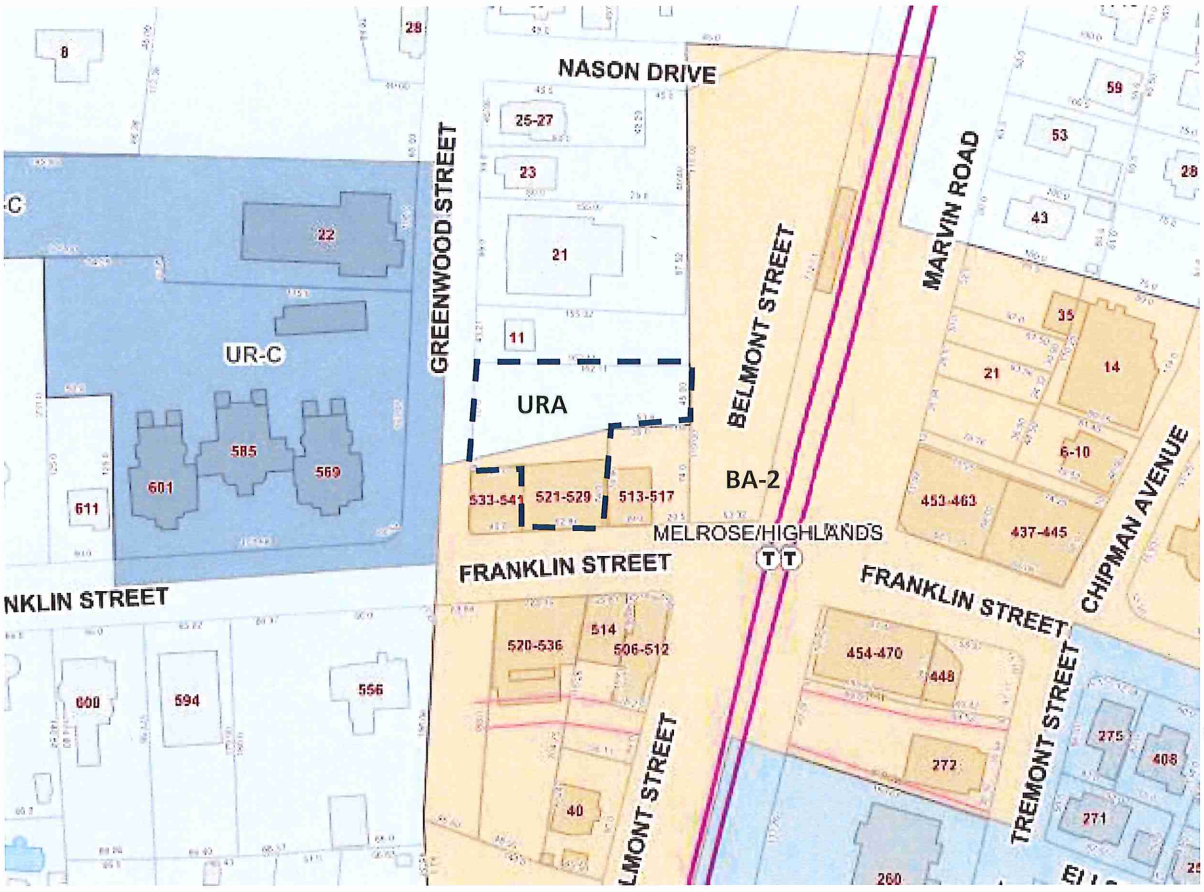
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

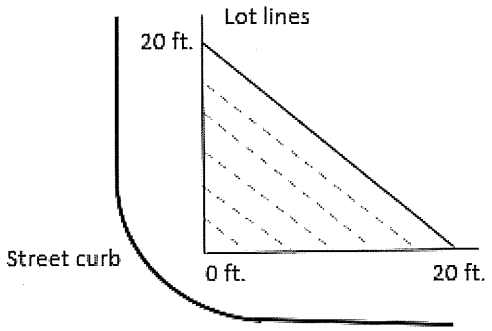
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Zoning Amendment Package 2023

Office of Planning and Community Development

March 6, 2023

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Overview

The proposed changes seek to clarify sections of the zoning ordinance for:

1. Easier interpretation and understanding
2. Compliance with MA General Laws
3. Reduction in number of variance requests for violations regularly approved by the Board of Appeals

<u>10 Proposed Zoning Amendments</u>

- Corner Lot Setbacks
- Structure Definition
- BA-2 Zoning District Line Change at 521-529 Franklin St.
- Retail Food Establishment Definition
- In-law Apartment Definition
- Votes for Special Permit Approval & Term
- Sight Lines and Fence Height in Front Yards on Corner & Non-Corner Lots
- Site Plan Approval Criteria
- Unit Size
- Family & Dwelling Definitions

<u>1 Proposed General Code Amendment</u>

- Vegetation Height for Corner Lots & Yards along Streets

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setbacks

Proposal: Amend Sections 235-5 *LOT,CORNER* and *LOT LINE, REAR* Definitions & 235-25.C, Additional dimensional and density provisions relating to corner lots

Corner Lot Setbacks

- This amendment allows properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets
- In the Planning Board's review of corner lot properties, allowing for side yard setback distances by Variance has not been detrimental to the streetscape or abutting properties
- Two yards often function as side yards and changing the ordinance allows the Owner to build a structure consistent with the use of the yard
- Removing the need for a Variance eliminates a hardship for the Owner
- Identified as an action item in the Melrose Forward Master Plan

Year	Number of Related Variance Cases	% ZBA Approved
2017	1	100%
2018	6	83%*
2019	10	100%
2020	8	75%**
2021	12	83%***
2022	1	100%

* 1 case was withdrawn
** 1 case denied due to other relief requested & 1 withd
*** 1 case denied due to rear yard issue & 1 withdrew

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Corner Lot Setback Example– 101 Sycamore Rd.

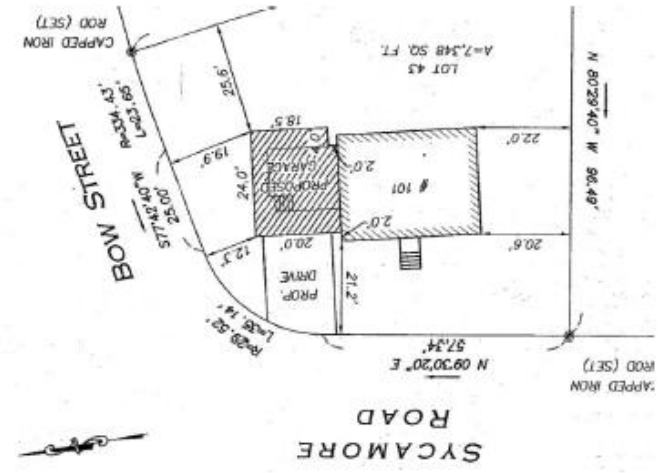
Address: 101 Sycamore Road

Description: Remove side deck and build an attached garage in front & rear yard (Bow St. and yard opposite Sycamore Rd.)

Zone SR-B	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	12	30
Existing	22	-	30
Proposed	12.3	-	25.6

Relief Required: Variance

As a result of amendment: If the front yard (Bow St.) is considered a side yard this proposal would be by-right.







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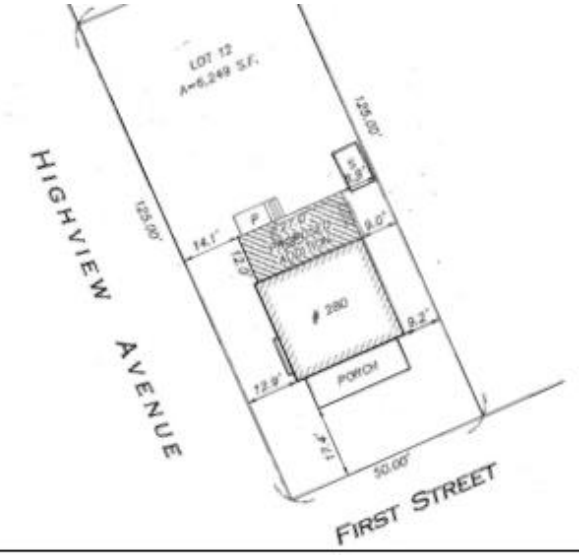
Corner Lot Setback Example– 280 First St.

Description: Build 2-story addition in front & rear yards (Highview Ave and yards opposite Highview Ave and First St.)

Zone UR-A	Front Yard Setback(ft)		Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20		10	20
Existing	12.9	(Highview Ave)	-	9
Proposed	14		-	9

Relief Required: Variance

As a result of amendment:
Change to front yard: if the front yard is considered a side yard this proposal would be by-right.
Change to rear yard: If the yard with the shallower depth is considered a side yard & yard with the deeper depth shall be considered a rear yard, the proposal would be by-right if it was reduced by 1 ft.







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Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Structure Definition

Proposal: Amend Section 235-5 *STRUCTURE* Definition

Structure Definition

- The Zoning Ordinance currently defines retaining walls and fences as structures triggering accessory building/structure setback requirements per Section 235-24.B unless exempted by variance

ACCESSORY BUILDINGS AND OTHER STRUCTURES DIMENSIONAL REGULATION

District	Maximum Coverage (percent of required rear yard area)[1]	Distance From Lot Line (feet)		Building Heig (feet)
		Front	Side and Rear	
SR	25%	20	10	20
SR-A	25%	20	10	20
SR-B	40%	15	10	20
UR-A	50%	15	4[2]	20
UR-B	50%	15	4[2]	20
UR-C	50%	15	4[2]	20
UR-D	50%	15	4[2]	20

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Structure Definition

- Retaining walls & fences are often on or close to a property line and it was likely not the intent of the regulation for setbacks to apply
- Removing retaining wall and fence from the definition of structure will resolve this issue

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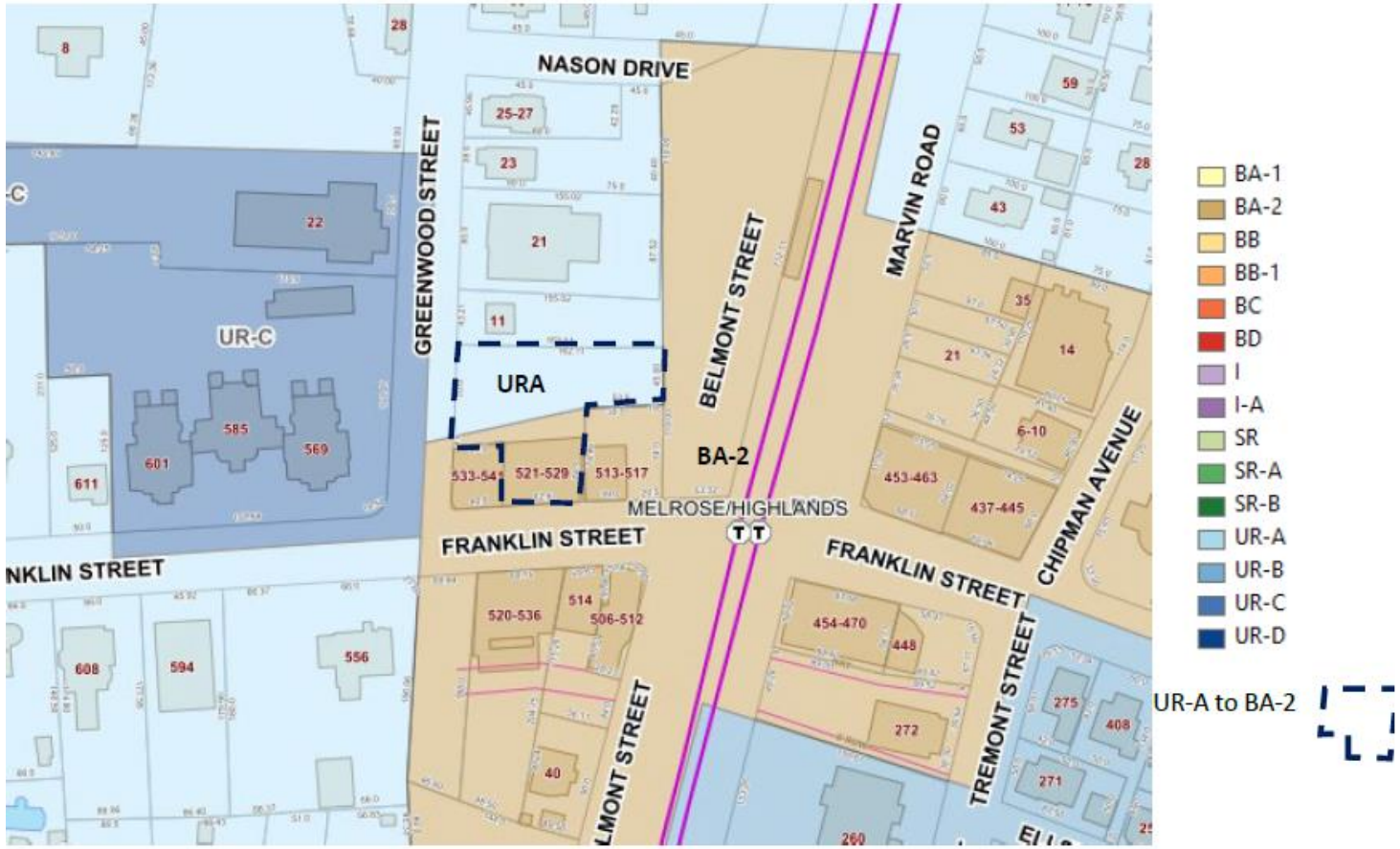
BA-2 Zoning District Line Change at 521-529 Franklin St.

Proposal: Amend Section 235-8 Changes to map

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

- 521-529 Franklin St. is split into two zoning districts: BA-2 and URA
- The split zoning complicates refinancing and insuring this property
- The best use of this property is in line with uses permitted in the BA-2



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Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Retail Food Establishment Definition

Proposal: Amend Section 235-5 *RETAIL FOOD ESTABLISHMENT* Definition

Retail Food Establishment Definition

- This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption in line with the City's new liquor laws

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition

Proposal: Amend Section 235-5 *IN-LAW APARTMENT* Definition

In-law Apartment Definition

- The definition of in-law apartments is overly restrictive as it prohibits this use in houses that have had additions or alterations after January 1, 1990
- Removing Section F & revising Section G will allow for alterations and additions, while still restricting the size of the unit
- Additions would need to conform to dimensional regulations in the district & a special permit is still required for the use

SECTION 235-5

IN-LAW APARTMENT

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition

- The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments where all other provisions are met
- This amendment is also identified as an action item in the Melrose Forward Master Pan

Housing

Recommendations

Goal 1: Encourage the creation of housing units that are affordable to a broad range of incomes.

Strategy 1.1: Promote regulations that permit a variety of residential types, ensuring Melrose residents of all ages and incomes can remain in Melrose.

Action 1.1.1: Consider amending the Zoning Ordinance to decrease restrictions on in-law apartments.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Votes for Special Permit Approval & Term

Proposal: Amend Section 235-62 Special Permit Procedure

Votes for Special Permit Approval & Term

Votes for Approval

This amendment updates the zoning ordinance to be consistent with the recent changes to MGL Chapter 40A including:

- Reducing number of votes to grant zoning approvals related to multifamily housing, mixed-use development, and reduced parking, from 2/3 supermajority to simple majority

Special Permit Term

This amendment increases the time allowed to exercise a special permit reflecting an opt-in change to MGL Chapter 40A from 2 to 3 years

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

Proposal: Amend Section 235-25.K and 235-25.L

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

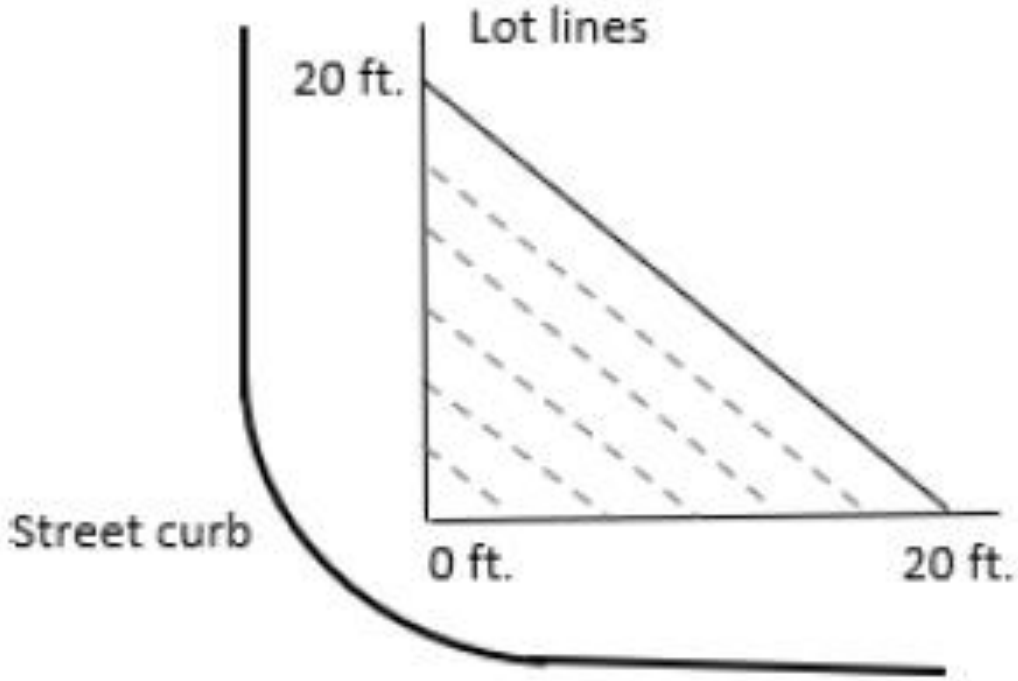
Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

- OPCD has received requests from the public and elected officials to clarify Sections 235-25.K &-25.L of the code which are confusing and easily misinterpreted
- The purpose of these regulations is to ensure visibility and safety by regulating the height of fences and other structures on corner lots and in front yards and to maintain an interesting streetscape

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner Lots

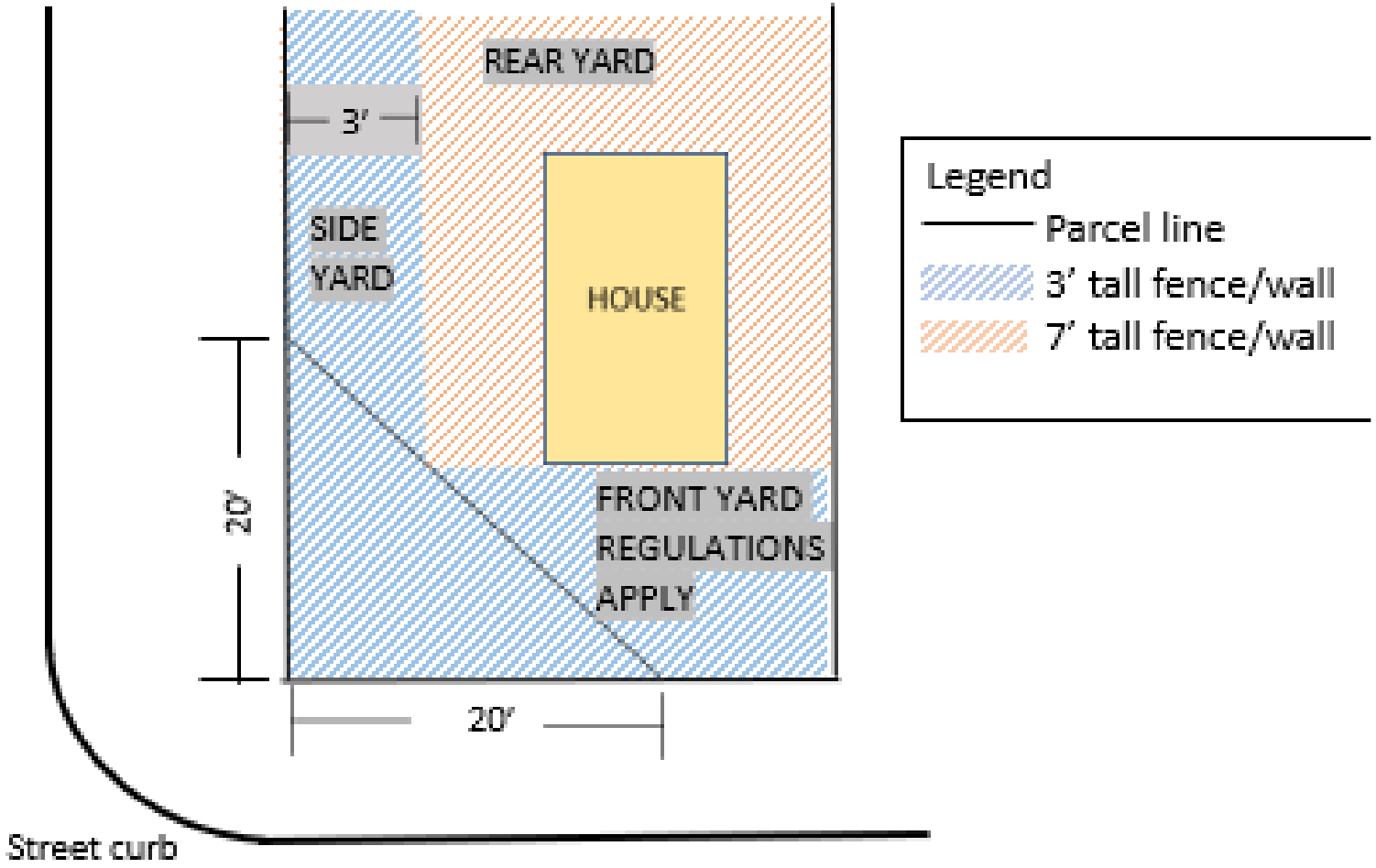
- The proposed measurements were carefully selected based on the existing code, codes in other cities and towns, traffic safety regulations, and a setback analysis conducted by OPCD Staff
- The amendment proposes that within a triangular area formed by measuring 20 ft. from the intersection of the property lot lines, a structure cannot exceed 3 ft. in height



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner Lots

- Beyond the triangular area
  - In the side yard structures may be taller if they are setback 3 ft. from the property line
  - In the front yard structures follow the front yard regulations



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Sight Lines and Fence Height in Front Yard on Corner Lot-- Do's and Don'ts









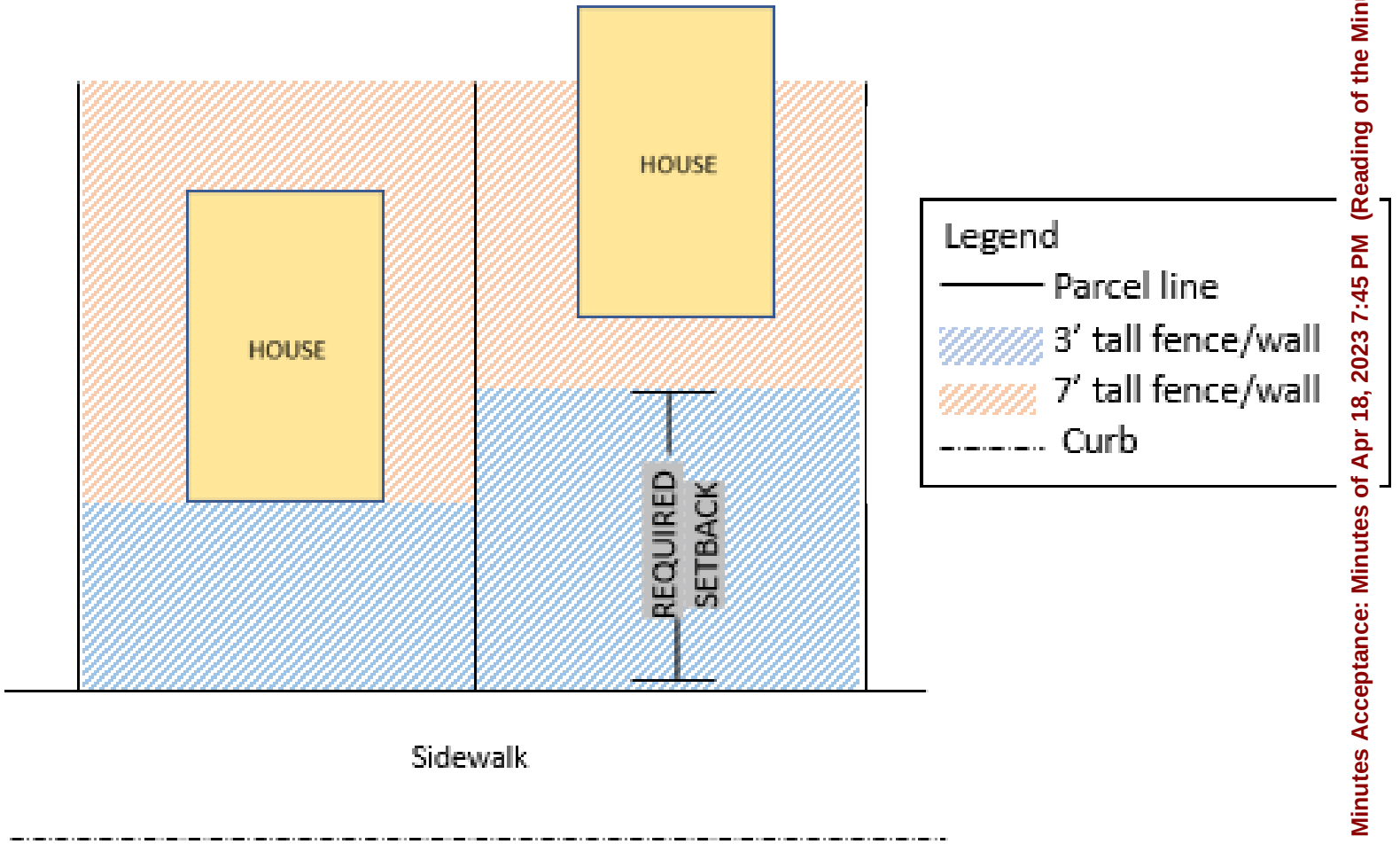




Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yards on Non-Corner Lots

- For non-corner lots, the amendment proposes that within the front yard setback or from the line of the existing primary structure to the lot line (whichever is less), a fence, wall, or similar structure will not be taller than 3 ft.
- Beyond the setback or the line of the existing primary structure, fences and walls may be up to 7 ft. tall



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard -- Do's and Don'ts









Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Site Plan Review Criteria

Proposal: Amend Section 235-16.1.E(5) Site Plan Approval

Site Plan Approval Criteria

- In relation to Section 235-25.K & -25.L, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites during the Site Plan Review process

SECTION §235-16.1.E(5)

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets

Proposal: Amend General Code to include vegetation height and shift enforcement from Building Inspector to Department of Public Works

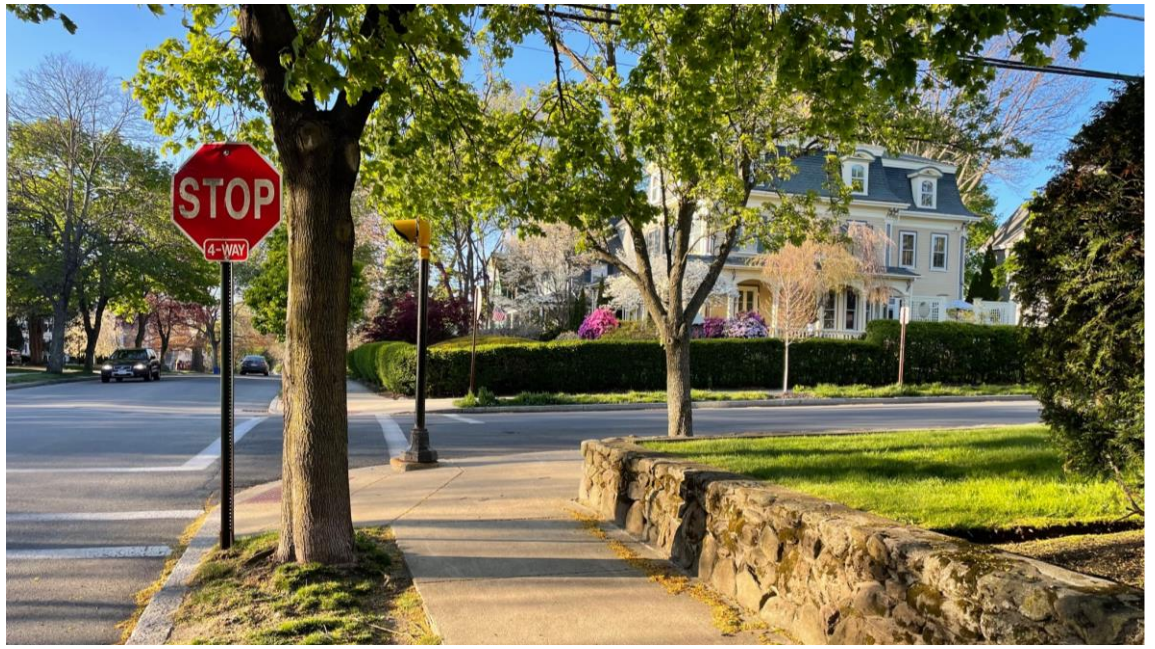
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets

- Vegetation is proposed to be moved from Sections 235-25.K & -25.L of the MZO to the General Code shifting enforcement responsibility from the Building Commissioner to the DPW, which oversees vegetation maintenance throughout the City
- In removing vegetation from the zoning ordinance, existing vegetation will not be deemed legally nonconforming, allowing for enforcement of new and existing vegetation
- The Director of Public Works may use discretion in determining if existing vegetation creates a safety hazard

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)





Vegetation Height for Corner Lots & in Yards along Streets

- Hedges & any other leafy vegetation are regulated to:
  - Promote driver and pedestrian safety by ensuring no obstructions in the public way
  - Maintain an interesting, pedestrian friendly streetscape

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets

- Hedges can be up to 3 ft tall and leafy vegetation cannot obstruct view within 3 feet of front yards or side yards
- This proposal also limits height following the same 20 ft. measurements for corner lots as Section 235-25.K







Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

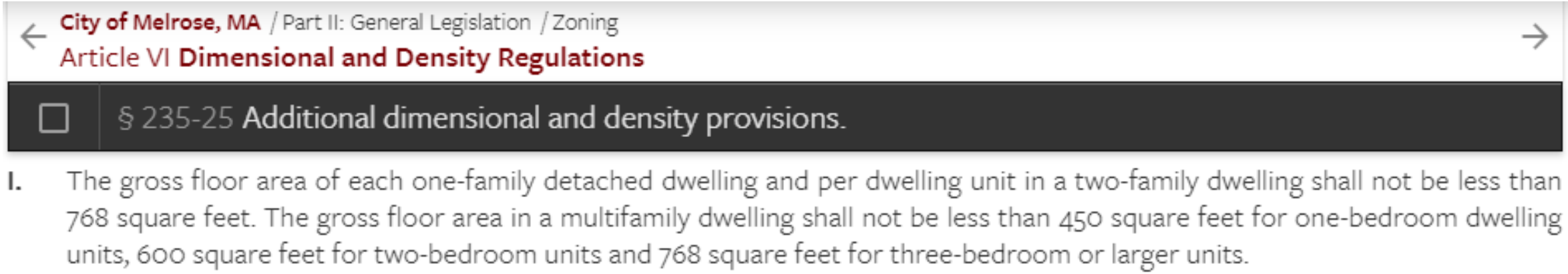
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size

Proposal: Amend Section 235-25.I

Unit Size

- The zoning code's restrictions on dwelling unit size prevent the City from complying with DHCD's guidelines on the new multi-family zoning requirements for MBTA Communities (MGL Chapter 40A Section 3A)
- To comply, zoning cannot restrict the size of residential units
- The proposed amendment removes minimum unit sizes requirements from the code



City of Melrose, MA / Part II: General Legislation / Zoning

Article VI **Dimensional and Density Regulations**

§ 235-25 Additional dimensional and density provisions.

I. The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size

There are several mechanisms that will be used to prevent overcrowding (a rare occurrence in Melrose):

- ✓ Health and State Building Code regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls
- ✓ Zoning district regulations controlling the number of units include lot area, FAR, and/or height and setback restrictions
- ✓ Market demand controls unit size

235 Attachment 2

City of Melrose

Table of Dimensional and Density Regulations

[Adopted 4-6-2015 by Ord. No. 2015-90; 6-7-2021 by Order No. 2021-96]

District	Use	Minimum Lot Area (square feet or as noted)	Minimum Frontage and Lot Width (feet)	Minimum Lot Depth (feet)	Yards			Maximum Height (feet)	Maximum Stories	Maximum Coverage	Maximum Floor Area Ratio	Mini Op Sp
					Front (feet)	Side (feet)	Rear (feet)					
SR	Any permitted use	25,000	110	90	25	20	50	35	2 1/2	35%	None	50
SR-A	Any permitted use	15,000	100	90	25	15	40	35	2 1/2	35%	None	50
SR-B	Any permitted use	10,000	80	90	20	12	30	35	2 1/2	35%	None	40
UR-A	Townhouse	7,500 per dwelling unit	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Two-family dwelling	13,500	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Single-family dwelling	7,500	75	90	20	10	20	35	2 1/2	35%	None	35
	Any other permitted use	10,000	100	90	20	10	20	35	2 1/2	35%	None	35
UR-B	Single-family dwelling	7,500	75	90	20	10	15	35	2 1/2	50%	None	30
	Two-family and multifamily dwelling uses and townhouses	7,500 plus 3,000 for each dwelling unit more than 1	100	90	20	10[1]	15	35	2 1/2	50%[2]	None	30
	Any other permitted use	10,000	100	90	20	10[1]	15	35	2 1/2	50%	None	20

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size

- Eliminating unit size will allow the City to comply with MGL Chapter 40A Section 3A while still regulating density using other zoning provisions
- This will enable the City to have a variety of housing types in terms of size and cost, which is a goal of the Housing Production Plan

Housing Goals

MELROSEHPP

1. **Housing Mix.** Encourage a range of housing options and types to serve households with a variety of incomes and meet the diverse needs of current and future Melrose residents.
2. **Racial Equity.** Advance racial equity, promote inclusion, encourage wealth creation through housing access for people of color, and enrich the Melrose community through increased diversity.
3. **Affordable Housing.** Expand and preserve deed-restricted and subsidized Affordable Housing opportunities for low- and moderate-income households, including family households.
4. **Enhanced Neighborhoods.** Utilize housing as a tool to enhance existing Melrose neighborhoods, balancing development with other community priorities like open space, historic preservation, economic development, walkability, sustainability, and resilience.
5. **Community Engagement.** Promote an understanding of the role that housing plays in Melrose and the region through ongoing public engagement and discussion.

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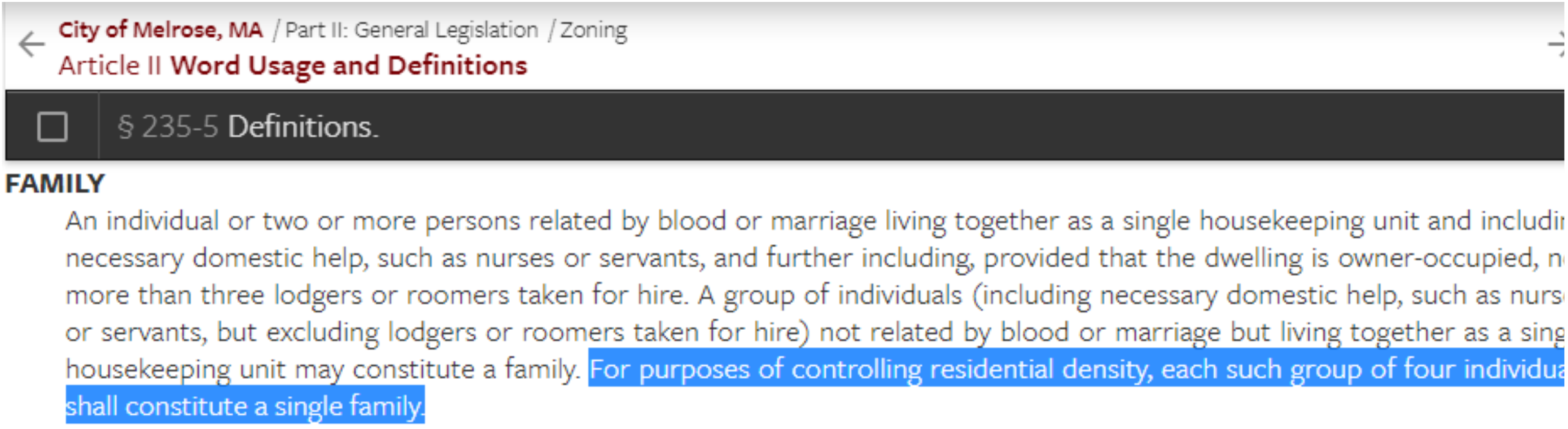
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Family & Dwelling Unit Definition

Proposal: Amend Section 235-5 *APARTMENT HOUSE; FAMILY; DWELLING, ONE-FAMILY; DWELLING, TWO-FAMILY; DWELLING, MULTIFAMILY* Definitions & Amend Section 235 Attachment 1

Family & Dwelling Unit Definition

- To comply with DHCD's new multi-family zoning requirements for MBTA Communities, the definition of family needs to be amended as zoning cannot limit the number of occupants in a unit
- Restricting occupancy based on biological or legal relationships can be discriminatory and does not address the purposes of zoning
- Biological families can have the same, less, or more of an impact on traffic, parking, overcrowding, etc. than a non-traditional family living together as a household



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Family & Dwelling Unit Definition

- The zoning code already defines Dwelling Unit and Multifamily Dwelling Unit
- Defining One-family and Two-family Dwelling Units instead of defining Family organizes the code in a more streamlined manner
- The Dwelling Unit definition establishes the primary intent of a residential unit being a space with complete living facilities occupied by people who share use of the space as a single housekeeping unit

§ 235-5 Definitions.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units and including an apartment house, garden apartment house and multifamily dwellings.

DWELLING UNIT

One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Family & Dwelling Unit Definition

- This amendment also strikes the definition of Apartment House from the zoning ordinance, the Table of Use and Parking Regulations, and the definition of Multifamily Dwelling
- The definition of Multifamily Dwelling duplicates the apartment house use rendering it obsolete
- The reference to garden apartment house is also eliminated from the definition of Multifamily Dwelling because it is no longer relevant

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chairman

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

March 27, 2023

The Honorable City Council
Of the City of Melrose, Massachusetts

Re: Report to City Council on Order 2023-59, Amending Melrose Revised Zoning Ordinance, Chapter 235, Various Provisions

To the Members of the City Council:

Pursuant to Massachusetts General Laws, Chapter 40A, Section 5, the City Council held a public hearing on the above-reference zoning amendments on March 6, 2023. The proposed amendments were initiated by the Planning Board to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. City Councilors had questions and comments regarding the proposed amendments, which were discussed at the public hearing. No one from the public appeared to comment or submitted written comments.

The Planning Board held a public hearing on the above-referenced zoning amendments on March 13, 2023, at the request of the City Council to hold separate hearings. No one from the public appeared to comment or submitted written comments. Members discussed the questions and comments raised by the City Councilors and responded to the feedback as detailed below.

Deed Restrictions for Properties with In-Law Apartments
Members of the City Council questioned if there should be deed restrictions for properties with In-Law Apartments. It was clarified that to establish an In-Law Apartment, Applicants must apply to the Board of Appeals for a special permit. Applicant must record the Board of Appeals' decision at the Registry of Deeds, which would appear during a title search.

In-Law Apartments Special Permits and Variances
Members of the City Council inquired about the volume of requests for variances for In-Law Apartments. Planning Staff determined that there have been 14 applications for In-Law Apartments since 2010, 8 of which required variances from §235-5 Definition of In-Law Apartments Standards F & G. All but one application was approved. The number of requests for In-Law Apartments is, on average, approximately one application per year. The proposed amendment is not expected to increase the volume in any meaningful way.

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BA-2 Zoning District Line Change at 521-529 Franklin Street
Members of the City Council questioned whether a proposal to change the lines of a zoning district should be included in this package of zoning amendments. The Planning Board noted that it is a best practice to have zoning districts follow parcel lines to avoid parcels being split into two different districts. In this instance, the direct abutters on either side of the property are commercial buildings and there are many other commercial and mixed uses in the direct vicinity, so the BA-2 designation for the entire parcel is logical and desirable. Furthermore, although not required by law, the Planning Office mailed notices with information about the amendments to abutters within 300 feet of the subject parcel. No comments from the public were received. The Planning Board continues to recommend including this district line change with the package of zoning amendments.

Translations for Proposed Amendments
The Planning Board discussed a comment by City Councilors regarding the accessibility of the zoning code and if the regulations were available in languages besides English. It was noted that the regulations are hosted on the Ecode360 website where the City Charter and most City Codes can be found. On the Ecode360 website there is a Google Translate tool available. Planning Staff suggested that the City could prepare written guidance for the public on specific provisions such as the updated fence and vegetation regulations and consider how best to offer the information in multiple languages.

Corner Lot Setbacks
Members of the City Council requested that the changes proposed for corner lots be reviewed for public safety. Planning Staff reviewed this amendment with the Police Chief and the Fire Chief and neither official expressed any concern. Both agreed that the recommended amendment is logical and will not create any safety hazards.

Differences Between a Lodging House/Unit and a Dwelling Unit
A member of the City Council inquired about the differences between lodging houses/units, and dwelling units. The Planning Board reviewed the definitions of "Dwelling" and "Dwelling Unit" in the Melrose Zoning Ordinance which are defined as follows:

- DWELLING: A privately or publicly owned permanent structure, whether owned by one or more persons or in condominium, which is occupied in whole or in part as the home residents or sleeping place of one or more persons. The term 'one-family, two-family or multifamily dwelling' shall not include a hotel, lodging house, hospital, membership club, mobile home or dormitory.
- DWELLING UNIT: One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

The definition of "Dwelling" specifically states that lodging houses are disparate from dwellings. Additionally, "Dwelling Units" are constituted by single housekeeping units.

The Planning Board also reviewed the definitions of "Lodging Unit" and "Lodging House" in the Melrose Zoning Ordinance which are defined as follows:

- LODGING UNIT: One or more rooms for the semi-permanent use of one, two or three individuals not living as a single housekeeping unit and not having cooking facilities. 'Lodging unit' shall include rooms in boardinghouses, lodging houses, tourist homes, or rooming houses. It

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shall not include convalescent, nursing or rest homes; dormitories of charitable, educational or philanthropic institutions; or apartments or hotels.

- LODGING HOUSE: A building containing for or more lodging units.

Residents in "Lodging Units" are not living as single housekeeping units as they would be in a "Dwelling Unit." Additionally, "Lodging Units" do not have cooking facilities whereas "Dwelling Units" must provide complete and permanent living facilities including provisions for cooking. Also, lodging houses require a license from the City Council and are only allowed in a few zoning districts. The Planning Board feels that the Melrose Zoning Ordinance clearly differentiates between lodging houses/units, and dwelling units and does not recommend any further changes.

Replacement of Existing Fences in Accordance with New Regulations
Members of the City Council wondered if property owners would be allowed to replace existing fences in-kind if they do not conform to the new regulations. The Planning Staff consulted with the Building Commissioner on this question. He explained that there are regulations on fence height and setbacks in the current code so fences that do not currently conform may be illegal. Fences that conformed to the old code and not the new code would be considered legally nonconforming and protected; however, if the fence was completely reconstructed it would need to comply with the new code. Repairing sections of a legally pre-existing nonconforming fence would be allowed by-right. The Building Commissioner confirmed that compliance with these regulations is primarily driven by complaints and that the City does not typically receive many fence complaints.

Front Yard Fence Height
A member of the City Council suggested that the proposed 3-foot front yard fence height may be too low for residents with pets. Pets that can jump over a 3-foot fence would either have to be kept in the side or rear yards or restrained by leash or other means. Alternatively, residents could request a variance from the proposed amendment in special cases where a taller front yard fence may be needed. The Planning Board continues to feel that the provision for 3-foot fence height in the front yard is reasonable and benefits the streetscape without limiting the use of pet owners' properties.

Special Permit Timeline
Members of City Council questioned if it is beneficial to increase the special permit timeline to three years. The Planning Board discussed how once projects are approved by the Planning Board or Zoning Board of Appeals, it often takes time to gather and complete all the necessary materials to obtain a building permit. In some cases, extending the special permit timeline may result in the development moving forward more quickly because the Applicant may not have to return for a new hearing due to an expiration of the project's permit.

This proposed amendment does not affect the timelines for variances or site plan approvals. Variances will still expire after one-year if unexercised, with the possibility of a six-month extension if requested prior to expiration. Site plan approvals are valid for two years with the possibility of an extension for good causes with a written request to the Planning Board.

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To summarize, the Planning Board does not recommend making any changes to the package of proposed zoning amendments originally submitted and reviewed during two separate public hearings. The Planning Board finds that the proposed zoning amendments are reasonable, fair and provide clarity. The amendments will create a more user-friendly code that complies with the Massachusetts General Laws and reduces the number of variance requests; this will in turn benefit both the Board of Appeals and residents by alleviating a significant financial and administrative burden. The Planning Board respectfully recommends that the City Council vote in favor of adopting the proposed zoning amendments as submitted and dated January 31, 2023.

If you have any further questions, or we can provide any additional information, please do not hesitate to contact us. We would be pleased to make ourselves available to you as you continue to deliberate on this issue.

Very truly yours,

Gregory Sampson

Gregory Sampson
Chairman

Attachment: Proposed Zoning Amendments, January 31, 2023

cc: Mayor Paul Brodeur
Shannon Phillips, City Solicitor
Albert Talarico, Building Commissioner
Denise Gaffey, City Planner
Members of the Planning Board
Members of the Board of Appeals

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CITY OF MELROSE

PLANNING BOARD

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GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

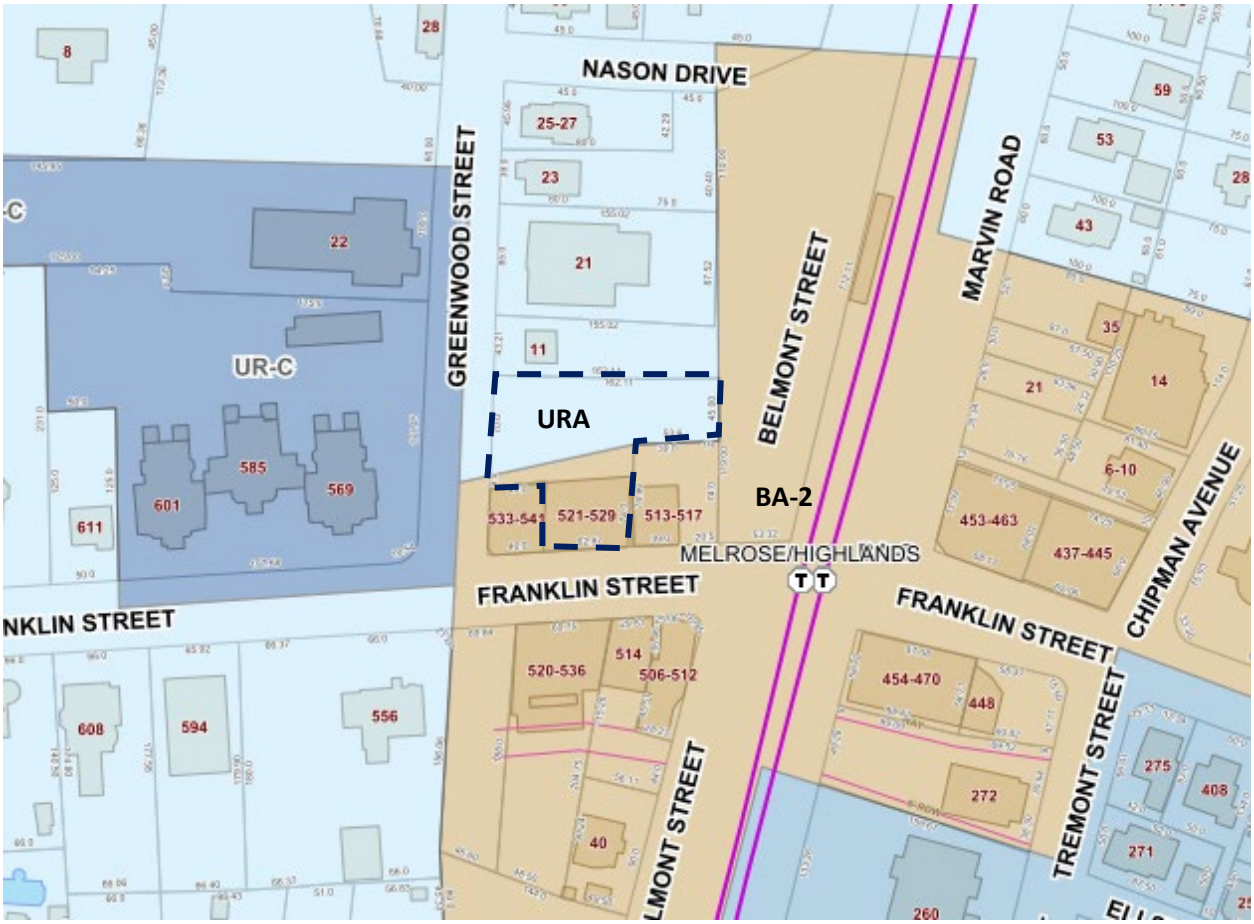
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BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

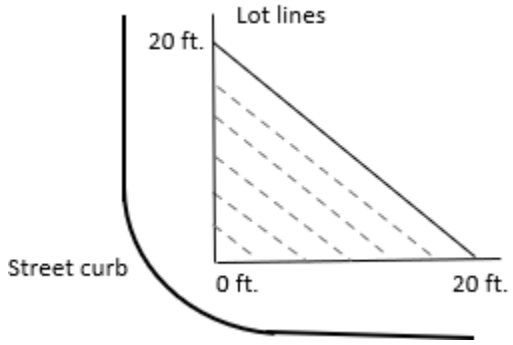
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	~~—~~	~~—~~	~~—~~	~~—~~	~~S~~	~~P~~	~~—~~	~~—~~	~~—~~	~~—~~	~~P~~	~~—~~	~~—~~	~~B~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE
CLERK OF COMMITTEES

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4100

ANDREW A. GHOBRIAL
Clerk of Committees

MEMORANDUM

TO: Melrose Honorable City Council

FROM: Andrew Ghobrial, Clerk of Committees

DATE: April 12, 2023

RE: Melrose Zoning Ordinance Votes

On Monday, April 10th a motion was made to divide the Melrose Zoning Ordinance Order 2023-59 into eleven parts: one for each of the contents of Zoning Ordinance Package. Accordingly, due to software limitations in Granicus, the order was duplicated ten times to reflect each vote taken. Come Tuesday, you will see a total of eleven orders encompassing each of the votes taken:

1. **Order 2023-59** - Corner Lot Setbacks: Recommended for passage (11 votes)
2. **Order 2023-83** - Structure Definition: Recommended for passage (11 votes)
3. **Order 2023-81** - BA-2 Zoning District Line Change at 521-529 Franklin St: Recommended ought not to pass (6-5 vote)
4. **Order 2023-84** - Definition of Retail Food Establishment: Recommended for passage (11 votes)
5. **Order 2023-85** - Definition of In-Law Apartment: Recommended for passage (9-2 vote)
6. **Order 2023-86** - Votes for Special Permit Approval & Term: Recommended for passage (11 votes)
7. **Order 2023-87** - Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots: Recommended for passage (11 votes)
8. **Order 2023-88** - Site Plan Review Criteria: Recommended for passage (11 votes)
9. **Order 2023-82** - Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment: Tabled (11 votes)
10. **Order 2023-89** - Unit Size: Recommended for passage (11 votes)
11. **Order 2023-90** - Definition of Family & Dwelling Units: Recommended for passage (11 votes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chair

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Greg Sampson /DG

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

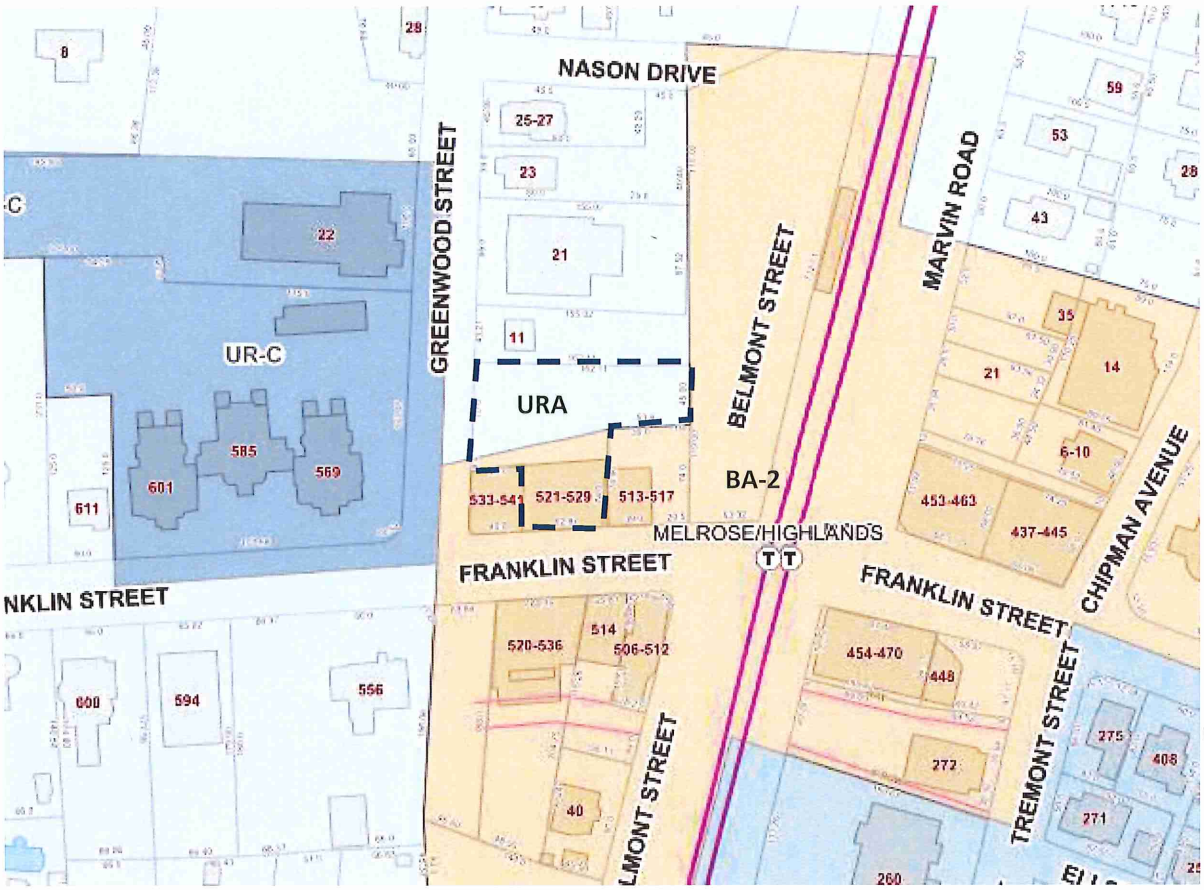
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

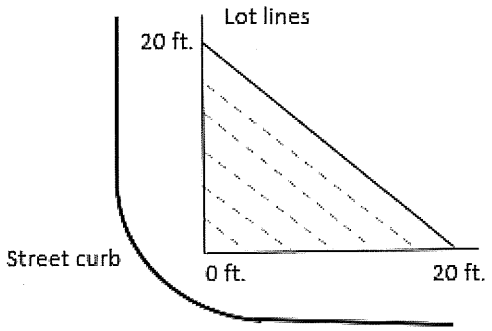
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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Zoning Amendment Package 2023

Office of Planning and Community Development

March 6, 2023

Overview

The proposed changes seek to clarify sections of the zoning ordinance for:

1. Easier interpretation and understanding
2. Compliance with MA General Laws
3. Reduction in number of variance requests for violations regularly approved by the Board of Appeals

<u>10 Proposed Zoning Amendments</u>

- Corner Lot Setbacks
- Structure Definition
- BA-2 Zoning District Line Change at 521-529 Franklin St.
- Retail Food Establishment Definition
- In-law Apartment Definition
- Votes for Special Permit Approval & Term
- Sight Lines and Fence Height in Front Yards on Corner & Non-Corner Lots
- Site Plan Approval Criteria
- Unit Size
- Family & Dwelling Definitions

<u>1 Proposed General Code Amendment</u>

- Vegetation Height for Corner Lots & Yards along Streets

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Corner Lot Setbacks

Proposal: Amend Sections 235-5 *LOT,CORNER* and *LOT LINE, REAR* Definitions & 235-25.C, Additional dimensional and density provisions relating to corner lots

Corner Lot Setbacks

- This amendment allows properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets
- In the Planning Board's review of corner lot properties, allowing for side yard setback distances by Variance has not been detrimental to the streetscape or abutting properties
- Two yards often function as side yards and changing the ordinance allows the Owner to build a structure consistent with the use of the yard
- Removing the need for a Variance eliminates a hardship for the Owner
- Identified as an action item in the Melrose Forward Master Plan

Year	Number of Related Variance Cases	% ZBA Approved
2017	1	100%
2018	6	83%*
2019	10	100%
2020	8	75%**
2021	12	83%***
2022	1	100%

* 1 case was withdrawn
** 1 case denied due to other relief requested & 1 withd
*** 1 case denied due to rear yard issue & 1 withdrew

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Corner Lot Setback Example– 101 Sycamore Rd.

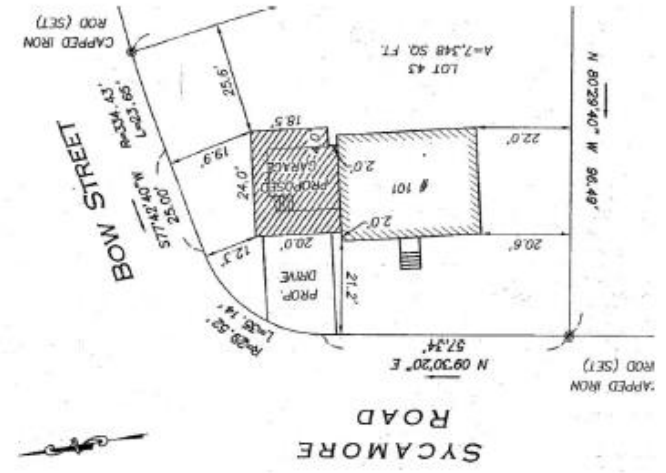
Address: 101 Sycamore Road

Description: Remove side deck and build an attached garage in front & rear yard (Bow St. and yard opposite Sycamore Rd.)

Zone SR-B	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	12	30
Existing	22	-	30
Proposed	12.3	-	25.6

Relief Required: Variance

As a result of amendment: If the front yard (Bow St.) is considered a side yard this proposal would be by-right.







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Corner Lot Setback Example– 280 First St.

Description: Build 2-story addition in front & rear yards (Highview Ave and yards opposite Highview Ave and First St.)

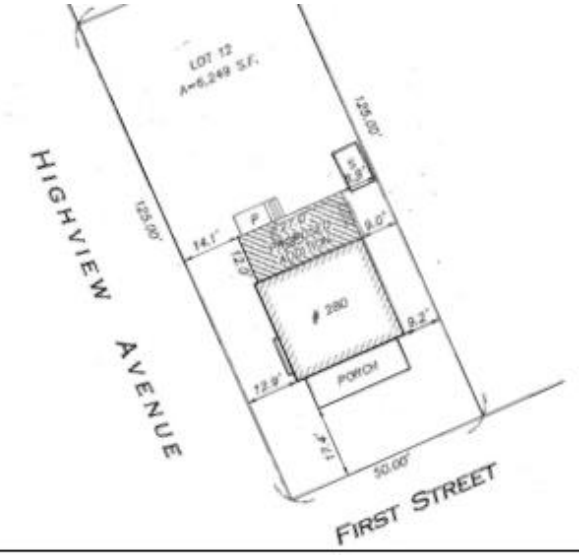
Zone UR-A	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	10	20
Existing	12.9 (Highview Ave)	-	9
Proposed	14	-	9

Relief Required: Variance

As a result of amendment:

Change to front yard: if the front yard is considered a side yard this proposal would be by-right.

Change to rear yard: If the yard with the shallower depth is considered a side yard & yard with the deeper depth shall be considered a rear yard, the proposal would be by-right if it was reduced by 1 ft.







Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Structure Definition

Proposal: Amend Section 235-5 *STRUCTURE* Definition

Structure Definition

- The Zoning Ordinance currently defines retaining walls and fences as structures triggering accessory building/structure setback requirements per Section 235-24.B unless exempted by variance

ACCESSORY BUILDINGS AND OTHER STRUCTURES DIMENSIONAL REGULATION

District	Maximum Coverage (percent of required rear yard area)[1]	Distance From Lot Line (feet)		Building Heig (feet)
		Front	Side and Rear	
SR	25%	20	10	20
SR-A	25%	20	10	20
SR-B	40%	15	10	20
UR-A	50%	15	4[2]	20
UR-B	50%	15	4[2]	20
UR-C	50%	15	4[2]	20
UR-D	50%	15	4[2]	20

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Structure Definition

- Retaining walls & fences are often on or close to a property line and it was likely not the intent of the regulation for setbacks to apply
- Removing retaining wall and fence from the definition of structure will resolve this issue

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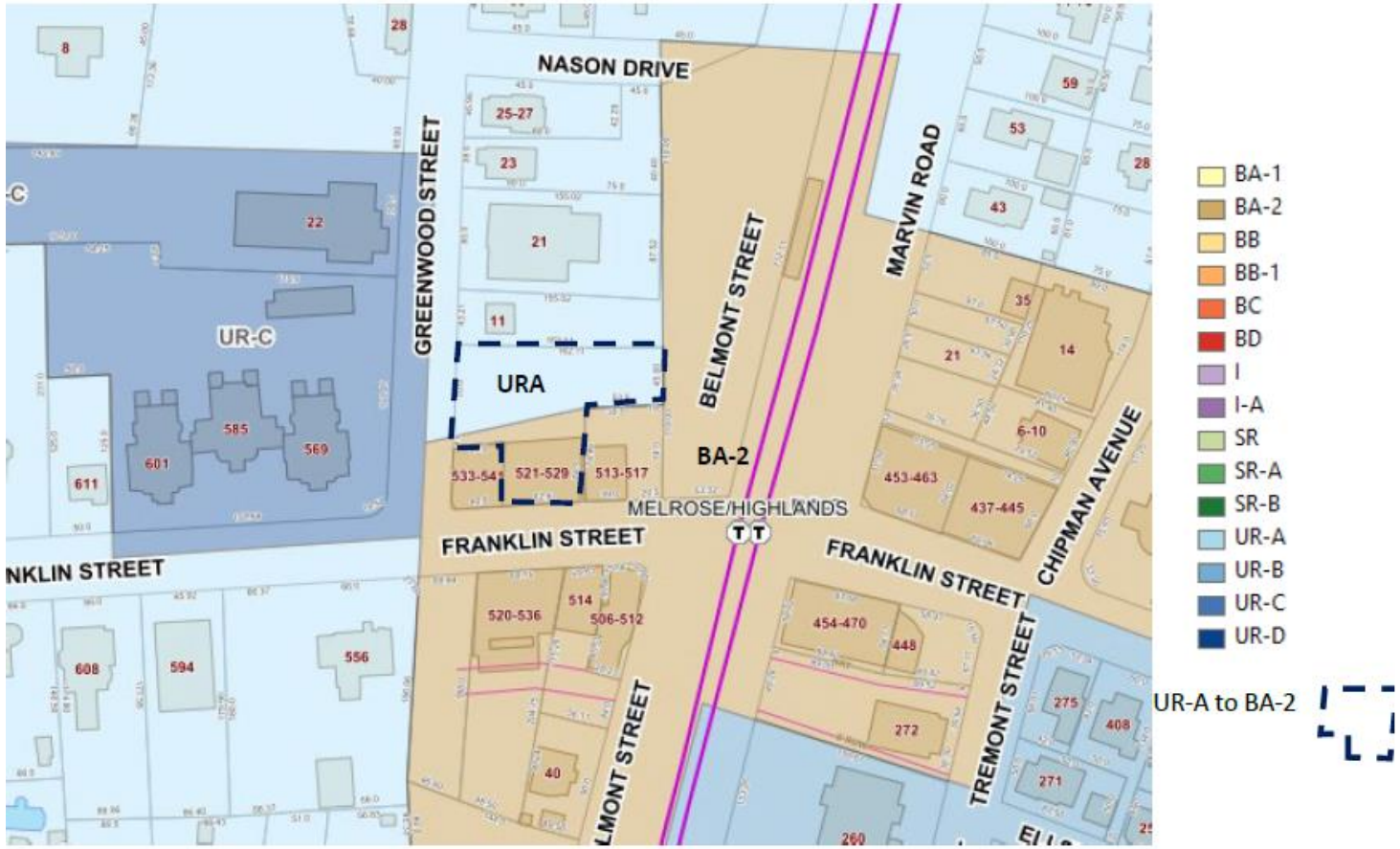
BA-2 Zoning District Line Change at 521-529 Franklin St.

Proposal: Amend Section 235-8 Changes to map

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

- 521-529 Franklin St. is split into two zoning districts: BA-2 and URA
- The split zoning complicates refinancing and insuring this property
- The best use of this property is in line with uses permitted in the BA-2



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Retail Food Establishment Definition

Proposal: Amend Section 235-5 *RETAIL FOOD ESTABLISHMENT* Definition

Retail Food Establishment Definition

- This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption in line with the City's new liquor laws

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition

Proposal: Amend Section 235-5 *IN-LAW APARTMENT* Definition

In-law Apartment Definition

- The definition of in-law apartments is overly restrictive as it prohibits this use in houses that have had additions or alterations after January 1, 1990
- Removing Section F & revising Section G will allow for alterations and additions, while still restricting the size of the unit
- Additions would need to conform to dimensional regulations in the district & a special permit is still required for the use

SECTION 235-5

IN-LAW APARTMENT

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition

- The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments where all other provisions are met
- This amendment is also identified as an action item in the Melrose Forward Master Pan

Housing

Recommendations

Goal 1: Encourage the creation of housing units that are affordable to a broad range of incomes.

Strategy 1.1: Promote regulations that permit a variety of residential types, ensuring Melrose residents of all ages and incomes can remain in Melrose.

Action 1.1.1: Consider amending the Zoning Ordinance to decrease restrictions on in-law apartments.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

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Votes for Special Permit Approval & Term

Proposal: Amend Section 235-62 Special Permit Procedure

Votes for Special Permit Approval & Term

Votes for Approval

This amendment updates the zoning ordinance to be consistent with the recent changes to MGL Chapter 40A including:

- Reducing number of votes to grant zoning approvals related to multifamily housing, mixed-use development, and reduced parking, from 2/3 supermajority to simple majority

Special Permit Term

This amendment increases the time allowed to exercise a special permit reflecting an opt-in change to MGL Chapter 40A from 2 to 3 years

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

Proposal: Amend Section 235-25.K and 235-25.L

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

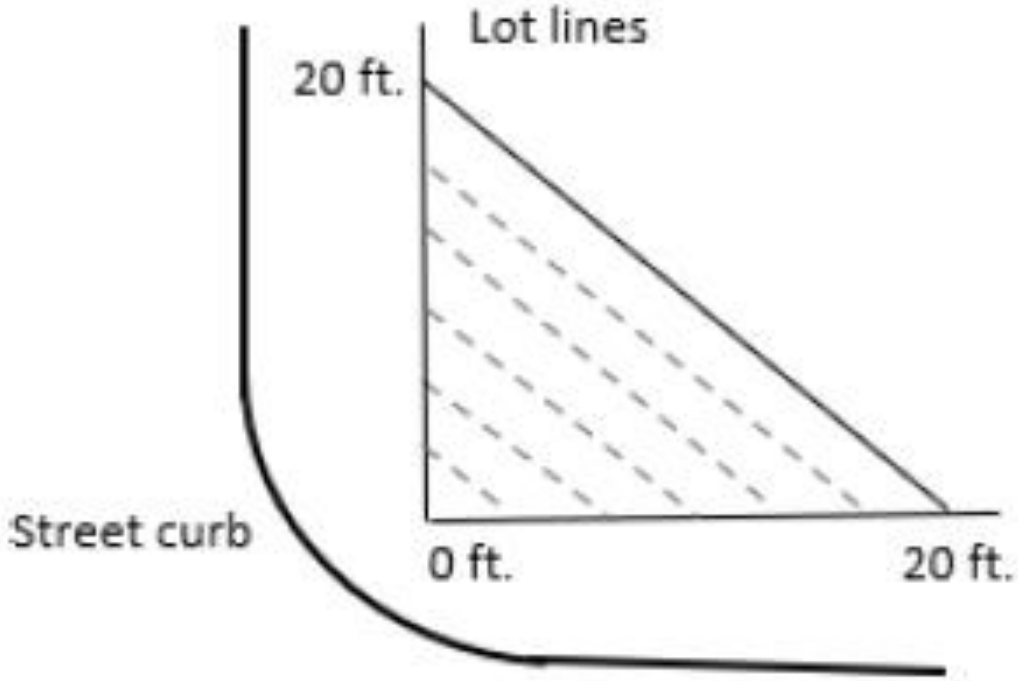
Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

- OPCD has received requests from the public and elected officials to clarify Sections 235-25.K &-25.L of the code which are confusing and easily misinterpreted
- The purpose of these regulations is to ensure visibility and safety by regulating the height of fences and other structures on corner lots and in front yards and to maintain an interesting streetscape

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Sight Lines and Fence Height in Front Yard on Corner Lots

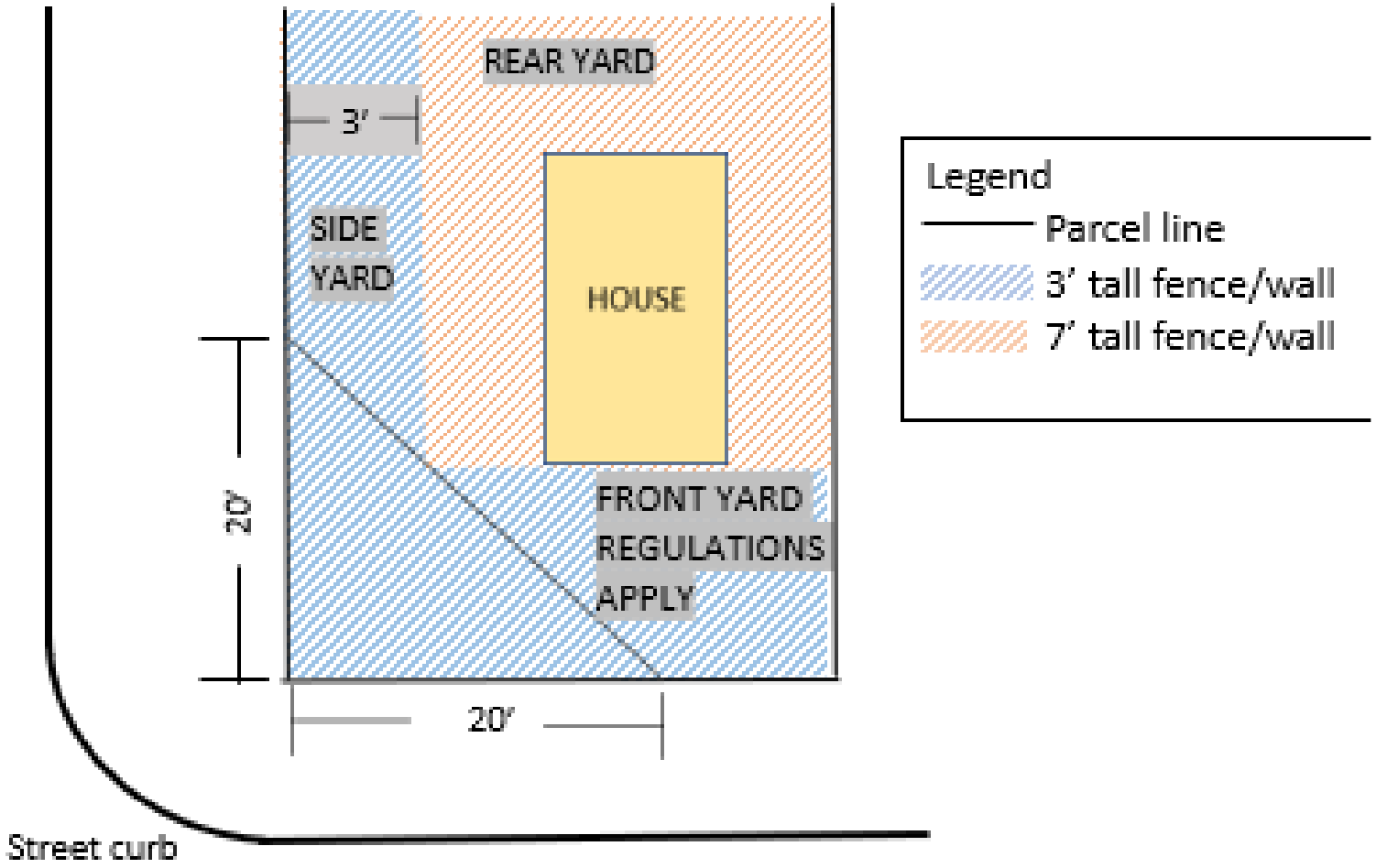
- The proposed measurements were carefully selected based on the existing code, codes in other cities and towns, traffic safety regulations, and a setback analysis conducted by OPCD Staff
- The amendment proposes that within a triangular area formed by measuring 20 ft. from the intersection of the property lot lines, a structure cannot exceed 3 ft. in height



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Sight Lines and Fence Height in Front Yard on Corner Lots

- Beyond the triangular area
  - In the side yard structures may be taller if they are setback 3 ft. from the property line
  - In the front yard structures follow the front yard regulations



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Sight Lines and Fence Height in Front Yard on Corner Lot-- Do's and Don'ts









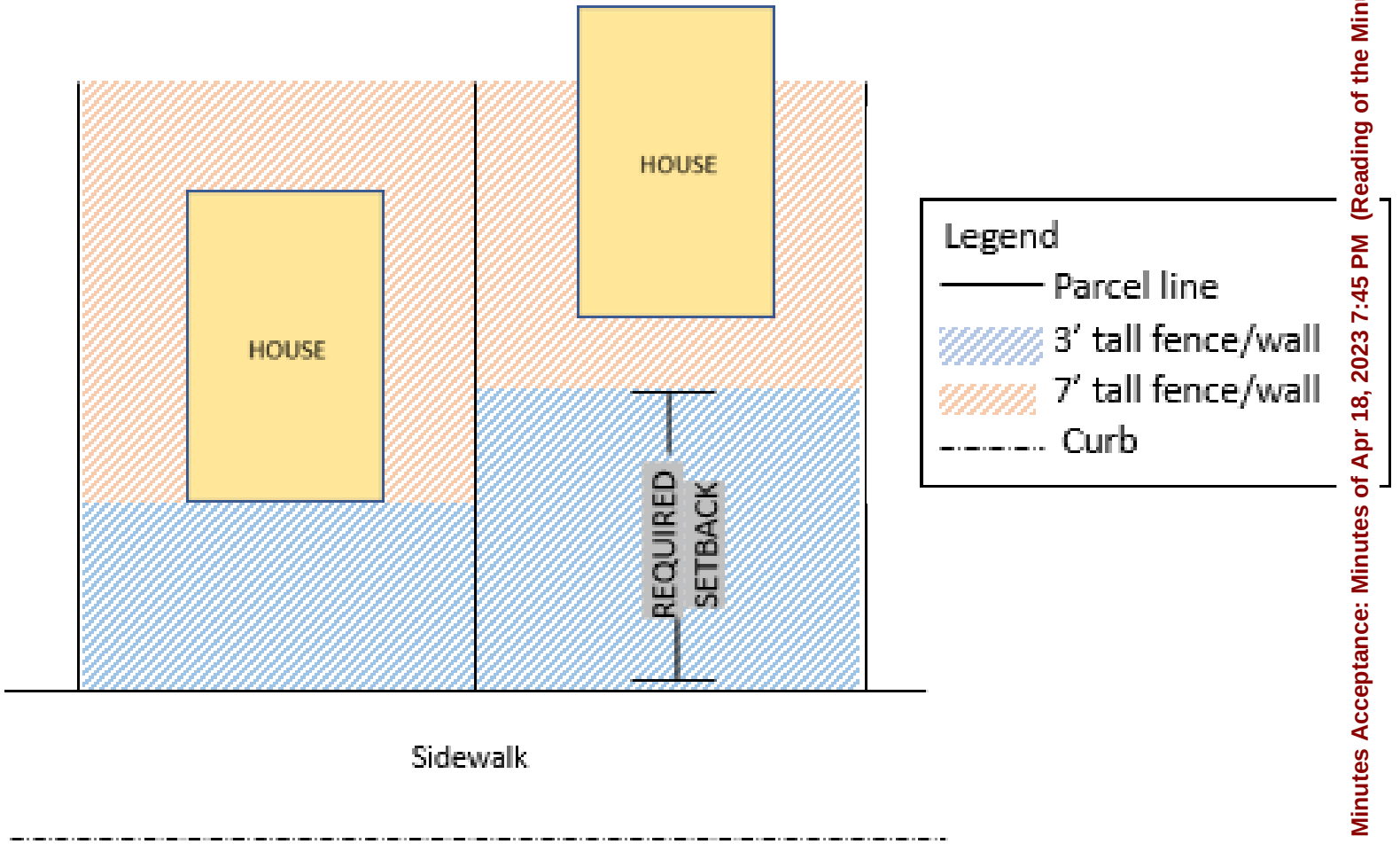




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Sight Lines and Fence Height in Front Yards on Non-Corner Lots

- For non-corner lots, the amendment proposes that within the front yard setback or from the line of the existing primary structure to the lot line (whichever is less), a fence, wall, or similar structure will not be taller than 3 ft.
- Beyond the setback or the line of the existing primary structure, fences and walls may be up to 7 ft. tall



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Sight Lines and Fence Height in Front Yard -- Do's and Don'ts









Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

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Site Plan Review Criteria

Proposal: Amend Section 235-16.1.E(5) Site Plan Approval

Site Plan Approval Criteria

- In relation to Section 235-25.K & -25.L, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites during the Site Plan Review process

SECTION §235-16.1.E(5)

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets

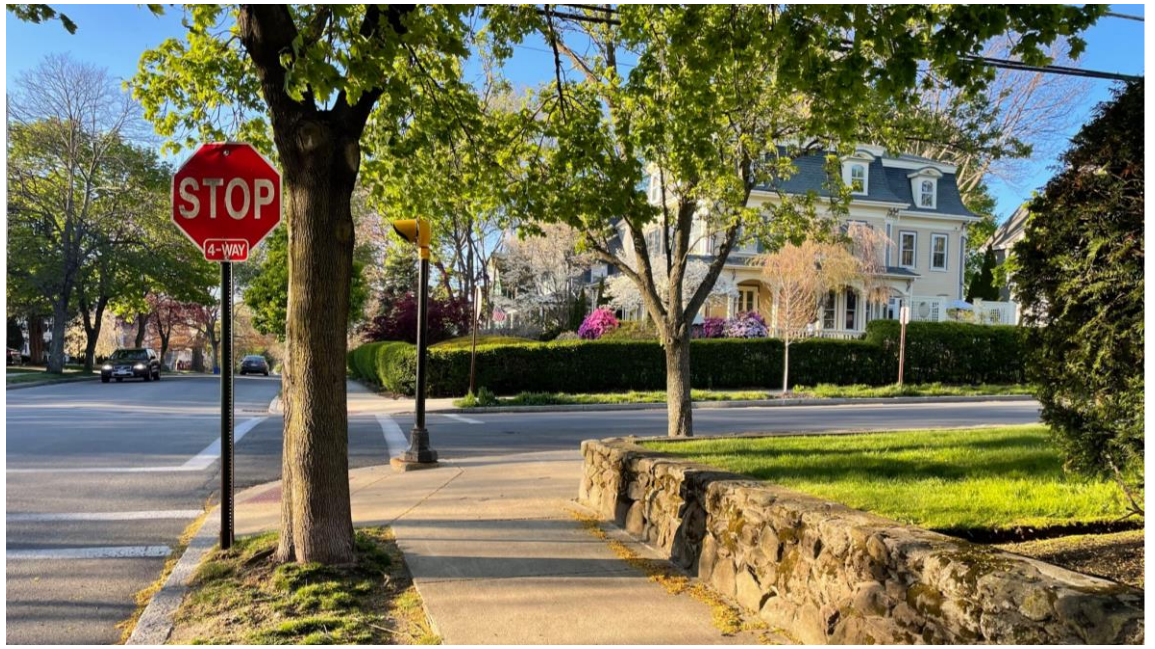
Proposal: Amend General Code to include vegetation height and shift enforcement from Building Inspector to Department of Public Works

Vegetation Height for Corner Lots & in Yards along Streets

- Vegetation is proposed to be moved from Sections 235-25.K & -25.L of the MZO to the General Code shifting enforcement responsibility from the Building Commissioner to the DPW, which oversees vegetation maintenance throughout the City
- In removing vegetation from the zoning ordinance, existing vegetation will not be deemed legally nonconforming, allowing for enforcement of new and existing vegetation
- The Director of Public Works may use discretion in determining if existing vegetation creates a safety hazard

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges & any other leafy vegetation are regulated to:
  - Promote driver and pedestrian safety by ensuring no obstructions in the public way
  - Maintain an interesting, pedestrian friendly streetscape

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges can be up to 3 ft tall and leafy vegetation cannot obstruct view within 3 feet of front yards or side yards
- This proposal also limits height following the same 20 ft. measurements for corner lots as Section 235-25.K







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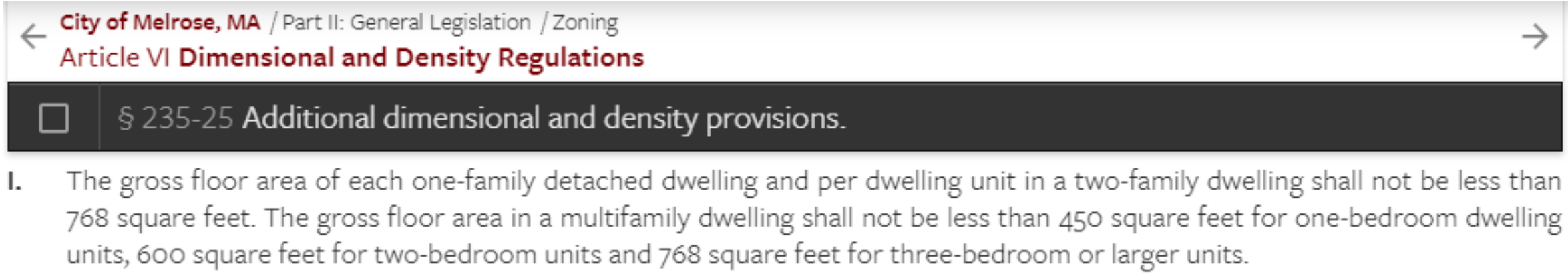
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Unit Size

Proposal: Amend Section 235-25.I

Unit Size

- The zoning code's restrictions on dwelling unit size prevent the City from complying with DHCD's guidelines on the new multi-family zoning requirements for MBTA Communities (MGL Chapter 40A Section 3A)
- To comply, zoning cannot restrict the size of residential units
- The proposed amendment removes minimum unit sizes requirements from the code



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Unit Size

There are several mechanisms that will be used to prevent overcrowding (a rare occurrence in Melrose):

- ✓ Health and State Building Code regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls
- ✓ Zoning district regulations controlling the number of units include lot area, FAR, and/or height and setback restrictions
- ✓ Market demand controls unit size

235 Attachment 2

City of Melrose

Table of Dimensional and Density Regulations

[Adopted 4-6-2015 by Ord. No. 2015-90; 6-7-2021 by Order No. 2021-96]

District	Use	Minimum Lot Area (square feet or as noted)	Minimum Frontage and Lot Width (feet)	Minimum Lot Depth (feet)	Yards			Maximum Height (feet)	Maximum Stories	Maximum Coverage	Maximum Floor Area Ratio	Mini Op Sp
					Front (feet)	Side (feet)	Rear (feet)					
SR	Any permitted use	25,000	110	90	25	20	50	35	2 1/2	35%	None	50
SR-A	Any permitted use	15,000	100	90	25	15	40	35	2 1/2	35%	None	50
SR-B	Any permitted use	10,000	80	90	20	12	30	35	2 1/2	35%	None	40
UR-A	Townhouse	7,500 per dwelling unit	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Two-family dwelling	13,500	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Single-family dwelling	7,500	75	90	20	10	20	35	2 1/2	35%	None	35
	Any other permitted use	10,000	100	90	20	10	20	35	2 1/2	35%	None	35
UR-B	Single-family dwelling	7,500	75	90	20	10	15	35	2 1/2	50%	None	30
	Two-family and multifamily dwelling uses and townhouses	7,500 plus 3,000 for each dwelling unit more than 1	100	90	20	10[1]	15	35	2 1/2	50%[2]	None	30
	Any other permitted use	10,000	100	90	20	10[1]	15	35	2 1/2	50%	None	20

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Unit Size

- Eliminating unit size will allow the City to comply with MGL Chapter 40A Section 3A while still regulating density using other zoning provisions
- This will enable the City to have a variety of housing types in terms of size and cost, which is a goal of the Housing Production Plan

Housing Goals

MELROSEHPP

1. **Housing Mix.** Encourage a range of housing options and types to serve households with a variety of incomes and meet the diverse needs of current and future Melrose residents.
2. **Racial Equity.** Advance racial equity, promote inclusion, encourage wealth creation through housing access for people of color, and enrich the Melrose community through increased diversity.
3. **Affordable Housing.** Expand and preserve deed-restricted and subsidized Affordable Housing opportunities for low- and moderate-income households, including family households.
4. **Enhanced Neighborhoods.** Utilize housing as a tool to enhance existing Melrose neighborhoods, balancing development with other community priorities like open space, historic preservation, economic development, walkability, sustainability, and resilience.
5. **Community Engagement.** Promote an understanding of the role that housing plays in Melrose and the region through ongoing public engagement and discussion.

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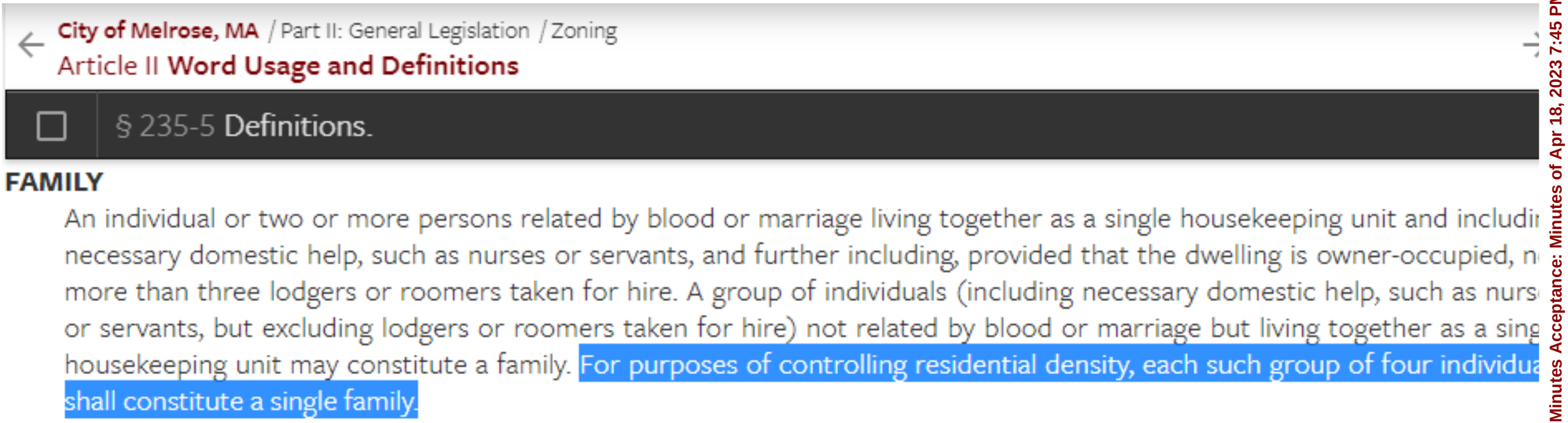
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Family & Dwelling Unit Definition

Proposal: Amend Section 235-5 *APARTMENT HOUSE; FAMILY; DWELLING, ONE-FAMILY; DWELLING, TWO-FAMILY; DWELLING, MULTIFAMILY* Definitions & Amend Section 235 Attachment 1

Family & Dwelling Unit Definition

- To comply with DHCD's new multi-family zoning requirements for MBTA Communities, the definition of family needs to be amended as zoning cannot limit the number of occupants in a unit
- Restricting occupancy based on biological or legal relationships can be discriminatory and does not address the purposes of zoning
- Biological families can have the same, less, or more of an impact on traffic, parking, overcrowding, etc. than a non-traditional family living together as a household



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Family & Dwelling Unit Definition

- The zoning code already defines Dwelling Unit and Multifamily Dwelling Unit
- Defining One-family and Two-family Dwelling Units instead of defining Family organizes the code in a more streamlined manner
- The Dwelling Unit definition establishes the primary intent of a residential unit being a space with complete living facilities occupied by people who share use of the space as a single housekeeping unit

§ 235-5 Definitions.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units and including an apartment house, garden apartment house and multifamily dwellings.

DWELLING UNIT

One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

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Family & Dwelling Unit Definition

- This amendment also strikes the definition of Apartment House from the zoning ordinance, the Table of Use and Parking Regulations, and the definition of Multifamily Dwelling
- The definition of Multifamily Dwelling duplicates the apartment house use rendering it obsolete
- The reference to garden apartment house is also eliminated from the definition of Multifamily Dwelling because it is no longer relevant

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chairman

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

March 27, 2023

The Honorable City Council
Of the City of Melrose, Massachusetts

Re: Report to City Council on Order 2023-59, Amending Melrose Revised Zoning Ordinance, Chapter 235, Various Provisions

To the Members of the City Council:

Pursuant to Massachusetts General Laws, Chapter 40A, Section 5, the City Council held a public hearing on the above-reference zoning amendments on March 6, 2023. The proposed amendments were initiated by the Planning Board to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. City Councilors had questions and comments regarding the proposed amendments, which were discussed at the public hearing. No one from the public appeared to comment or submitted written comments.

The Planning Board held a public hearing on the above-referenced zoning amendments on March 13, 2023, at the request of the City Council to hold separate hearings. No one from the public appeared to comment or submitted written comments. Members discussed the questions and comments raised by the City Councilors and responded to the feedback as detailed below.

Deed Restrictions for Properties with In-Law Apartments
Members of the City Council questioned if there should be deed restrictions for properties with In-Law Apartments. It was clarified that to establish an In-Law Apartment, Applicants must apply to the Board of Appeals for a special permit. Applicant must record the Board of Appeals' decision at the Registry of Deeds, which would appear during a title search.

In-Law Apartments Special Permits and Variances
Members of the City Council inquired about the volume of requests for variances for In-Law Apartments. Planning Staff determined that there have been 14 applications for In-Law Apartments since 2010, 8 of which required variances from §235-5 Definition of In-Law Apartments Standards F & G. All but one application was approved. The number of requests for In-Law Apartments is, on average, approximately one application per year. The proposed amendment is not expected to increase the volume in any meaningful way.

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BA-2 Zoning District Line Change at 521-529 Franklin Street
Members of the City Council questioned whether a proposal to change the lines of a zoning district should be included in this package of zoning amendments. The Planning Board noted that it is a best practice to have zoning districts follow parcel lines to avoid parcels being split into two different districts. In this instance, the direct abutters on either side of the property are commercial buildings and there are many other commercial and mixed uses in the direct vicinity, so the BA-2 designation for the entire parcel is logical and desirable. Furthermore, although not required by law, the Planning Office mailed notices with information about the amendments to abutters within 300 feet of the subject parcel. No comments from the public were received. The Planning Board continues to recommend including this district line change with the package of zoning amendments.

Translations for Proposed Amendments
The Planning Board discussed a comment by City Councilors regarding the accessibility of the zoning code and if the regulations were available in languages besides English. It was noted that the regulations are hosted on the Ecode360 website where the City Charter and most City Codes can be found. On the Ecode360 website there is a Google Translate tool available. Planning Staff suggested that the City could prepare written guidance for the public on specific provisions such as the updated fence and vegetation regulations and consider how best to offer the information in multiple languages.

Corner Lot Setbacks
Members of the City Council requested that the changes proposed for corner lots be reviewed for public safety. Planning Staff reviewed this amendment with the Police Chief and the Fire Chief and neither official expressed any concern. Both agreed that the recommended amendment is logical and will not create any safety hazards.

Differences Between a Lodging House/Unit and a Dwelling Unit
A member of the City Council inquired about the differences between lodging houses/units, and dwelling units. The Planning Board reviewed the definitions of "Dwelling" and "Dwelling Unit" in the Melrose Zoning Ordinance which are defined as follows:

- DWELLING: A privately or publicly owned permanent structure, whether owned by one or more persons or in condominium, which is occupied in whole or in part as the home residents or sleeping place of one or more persons. The term 'one-family, two-family or multifamily dwelling' shall not include a hotel, lodging house, hospital, membership club, mobile home or dormitory.
- DWELLING UNIT: One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

The definition of "Dwelling" specifically states that lodging houses are disparate from dwellings. Additionally, "Dwelling Units" are constituted by single housekeeping units.

The Planning Board also reviewed the definitions of "Lodging Unit" and "Lodging House" in the Melrose Zoning Ordinance which are defined as follows:

- LODGING UNIT: One or more rooms for the semi-permanent use of one, two or three individuals not living as a single housekeeping unit and not having cooking facilities. 'Lodging unit' shall include rooms in boardinghouses, lodging houses, tourist homes, or rooming houses. It

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shall not include convalescent, nursing or rest homes; dormitories of charitable, educational or philanthropic institutions; or apartments or hotels.

- LODGING HOUSE: A building containing for or more lodging units.

Residents in "Lodging Units" are not living as single housekeeping units as they would be in a "Dwelling Unit." Additionally, "Lodging Units" do not have cooking facilities whereas "Dwelling Units" must provide complete and permanent living facilities including provisions for cooking. Also, lodging houses require a license from the City Council and are only allowed in a few zoning districts. The Planning Board feels that the Melrose Zoning Ordinance clearly differentiates between lodging houses/units, and dwelling units and does not recommend any further changes.

Replacement of Existing Fences in Accordance with New Regulations
Members of the City Council wondered if property owners would be allowed to replace existing fences in-kind if they do not conform to the new regulations. The Planning Staff consulted with the Building Commissioner on this question. He explained that there are regulations on fence height and setbacks in the current code so fences that do not currently conform may be illegal. Fences that conformed to the old code and not the new code would be considered legally nonconforming and protected; however, if the fence was completely reconstructed it would need to comply with the new code. Repairing sections of a legally pre-existing nonconforming fence would be allowed by-right. The Building Commissioner confirmed that compliance with these regulations is primarily driven by complaints and that the City does not typically receive many fence complaints.

Front Yard Fence Height
A member of the City Council suggested that the proposed 3-foot front yard fence height may be too low for residents with pets. Pets that can jump over a 3-foot fence would either have to be kept in the side or rear yards or restrained by leash or other means. Alternatively, residents could request a variance from the proposed amendment in special cases where a taller front yard fence may be needed. The Planning Board continues to feel that the provision for 3-foot fence height in the front yard is reasonable and benefits the streetscape without limiting the use of pet owners' properties.

Special Permit Timeline
Members of City Council questioned if it is beneficial to increase the special permit timeline to three years. The Planning Board discussed how once projects are approved by the Planning Board or Zoning Board of Appeals, it often takes time to gather and complete all the necessary materials to obtain a building permit. In some cases, extending the special permit timeline may result in the development moving forward more quickly because the Applicant may not have to return for a new hearing due to an expiration of the project's permit.

This proposed amendment does not affect the timelines for variances or site plan approvals. Variances will still expire after one-year if unexercised, with the possibility of a six-month extension if requested prior to expiration. Site plan approvals are valid for two years with the possibility of an extension for good causes with a written request to the Planning Board.

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To summarize, the Planning Board does not recommend making any changes to the package of proposed zoning amendments originally submitted and reviewed during two separate public hearings. The Planning Board finds that the proposed zoning amendments are reasonable, fair and provide clarity. The amendments will create a more user-friendly code that complies with the Massachusetts General Laws and reduces the number of variance requests; this will in turn benefit both the Board of Appeals and residents by alleviating a significant financial and administrative burden. The Planning Board respectfully recommends that the City Council vote in favor of adopting the proposed zoning amendments as submitted and dated January 31, 2023.

If you have any further questions, or we can provide any additional information, please do not hesitate to contact us. We would be pleased to make ourselves available to you as you continue to deliberate on this issue.

Very truly yours,

Gregory Sampson

Gregory Sampson
Chairman

Attachment: Proposed Zoning Amendments, January 31, 2023

cc: Mayor Paul Brodeur
Shannon Phillips, City Solicitor
Albert Talarico, Building Commissioner
Denise Gaffey, City Planner
Members of the Planning Board
Members of the Board of Appeals

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CITY OF MELROSE

PLANNING BOARD

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GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

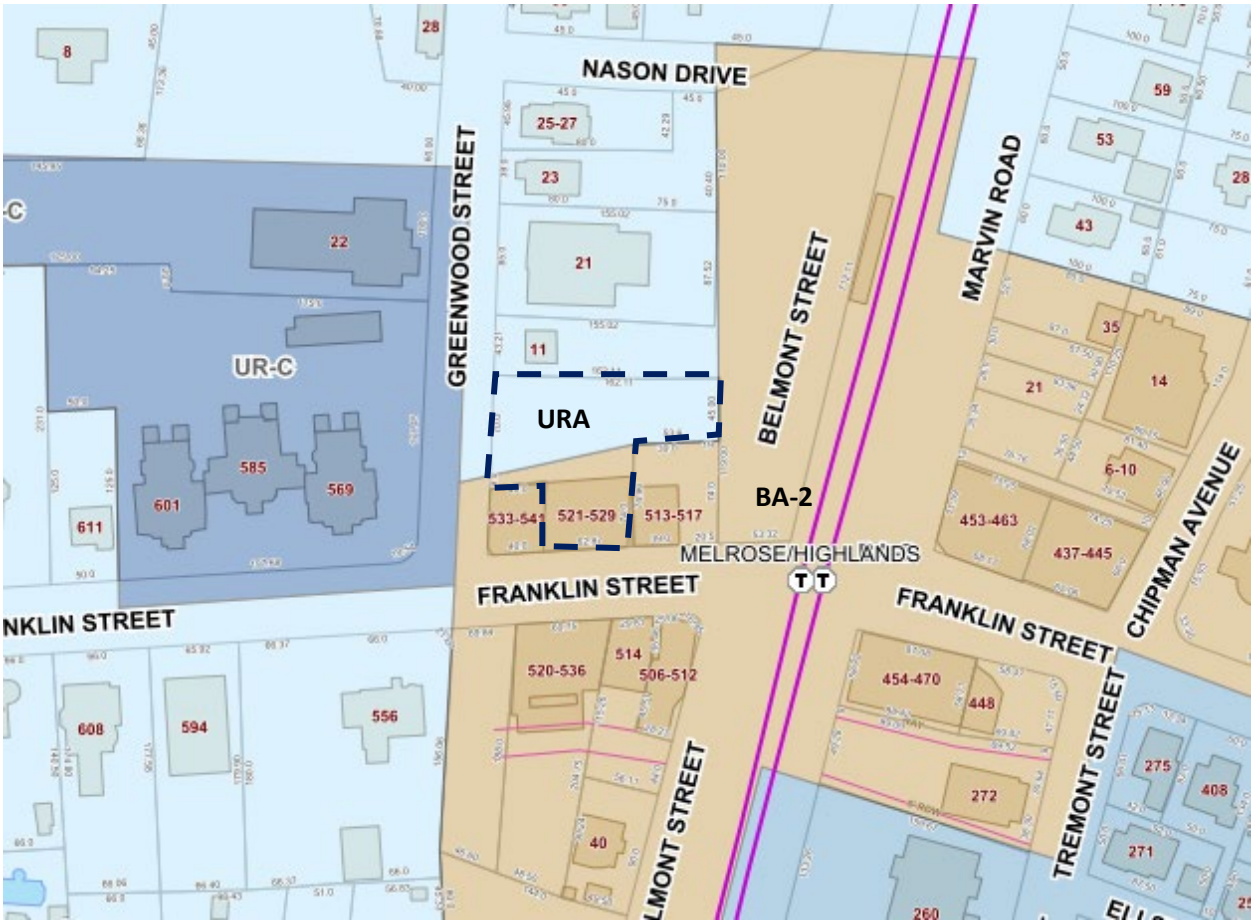
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

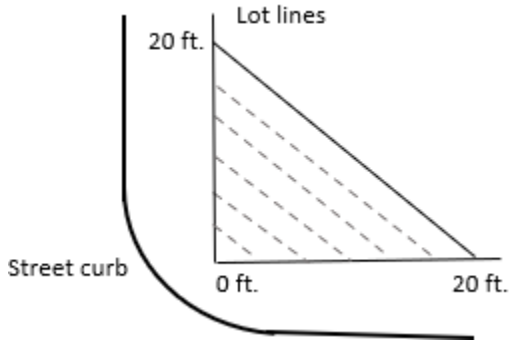
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	~~—~~	~~—~~	~~—~~	~~—~~	~~S~~	~~P~~	~~—~~	~~—~~	~~—~~	~~—~~	~~P~~	~~—~~	~~—~~	~~B~~

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CITY OF MELROSE

OFFICE OF THE
CLERK OF COMMITTEES

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4100

ANDREW A. GHOBRIAL
Clerk of Committees

MEMORANDUM

TO: Melrose Honorable City Council

FROM: Andrew Ghobrial, Clerk of Committees

DATE: April 12, 2023

RE: Melrose Zoning Ordinance Votes

On Monday, April 10th a motion was made to divide the Melrose Zoning Ordinance Order 2023-59 into eleven parts: one for each of the contents of Zoning Ordinance Package. Accordingly, due to software limitations in Granicus, the order was duplicated ten times to reflect each vote taken. Come Tuesday, you will see a total of eleven orders encompassing each of the votes taken:

1. **Order 2023-59** - Corner Lot Setbacks: Recommended for passage (11 votes)
2. **Order 2023-83** - Structure Definition: Recommended for passage (11 votes)
3. **Order 2023-81** - BA-2 Zoning District Line Change at 521-529 Franklin St: Recommended ought not to pass (6-5 vote)
4. **Order 2023-84** - Definition of Retail Food Establishment: Recommended for passage (11 votes)
5. **Order 2023-85** - Definition of In-Law Apartment: Recommended for passage (9-2 vote)
6. **Order 2023-86** - Votes for Special Permit Approval & Term: Recommended for passage (11 votes)
7. **Order 2023-87** - Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots: Recommended for passage (11 votes)
8. **Order 2023-88** - Site Plan Review Criteria: Recommended for passage (11 votes)
9. **Order 2023-82** - Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment: Tabled (11 votes)
10. **Order 2023-89** - Unit Size: Recommended for passage (11 votes)
11. **Order 2023-90** - Definition of Family & Dwelling Units: Recommended for passage (11 votes)

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Ghobrial, Andrew

From: Ward Hamilton <[redacted]com>
Sent: Saturday, April 15, 2023 3:49 PM
To: City Council
Subject: ORDER-2023-85 and ORDER-2023-90
Attachments: Screenshot_20230415-142401_Message+.jpg; Screenshot_20230415-142317_Message+.jpg; Screenshot_20230415-141950_Gallery.jpg; Screenshot_20230415-142023_Gallery.jpg; Screenshot_20230415-142723_Chrome.jpg

President Grigoraitis:

The purpose of this communication is to share concerns re

ORDER-2023-85 : Amending Melrose Revised Zoning Ordinance, Chapter 235, Definition of In-law Apartment

ORDER-2023-90 : Amending Melrose Revised Zoning Ordinance, Chapter 235, Definition of Family & Dwelling Units

I recently attended a seminar in which one of the topics was short term rentals, in-law apartments and accessory dwellings as it relates to code enforcement. I have attached five images to this email which contain additional information. The presenter was a zoning enforcement officer for the City of Watertown.

After his presentation, I asked him how the family occupancy requirement is enforced for in-law apartments. His response was that it is impossible to do so. Further, that in-law apartments are frequently used by single family home owners as short term rentals. A quick search on the Airbnb website appears to indicate that this is presently taking place in Melrose.

As you will see in the attached images, Massachusetts Building Code (780 CMR) requires that owner-occupied dwellings that will be used as short term rentals, or that have been used as short term rentals since October 17, 2017, must be sprinkled. I would suggest that we have violators who need to be brought into compliance before the rules are relaxed further.

How are we presently regulating short term rentals in Melrose? I looked on the City's website to see what Inspectional Services had but found nothing. That would seem to indicate that such units are illegal apartments. The Commonwealth allows municipalities to tax short term rentals and, as such, we are missing out an additional revenue stream.

I hope that this information will spark a robust conversation about how our City will address such concerns moving forward. The creation of new code and enforcement of existing will be necessary to ensure that the citizens of this City are best served. I encourage you to include the Building Commissioner in the dialogue.

I watched the last meeting when this was before Appropriations and was distressed by Ms. Gaffey's assertion that the order ought to pass because there had been no public opposition to it. A lack of public participation is not evidence of tacit approval--we elect you to represent us and our best interests. If public opposition is the standard by which you are to approve or reject such measures, here is your public opposition.

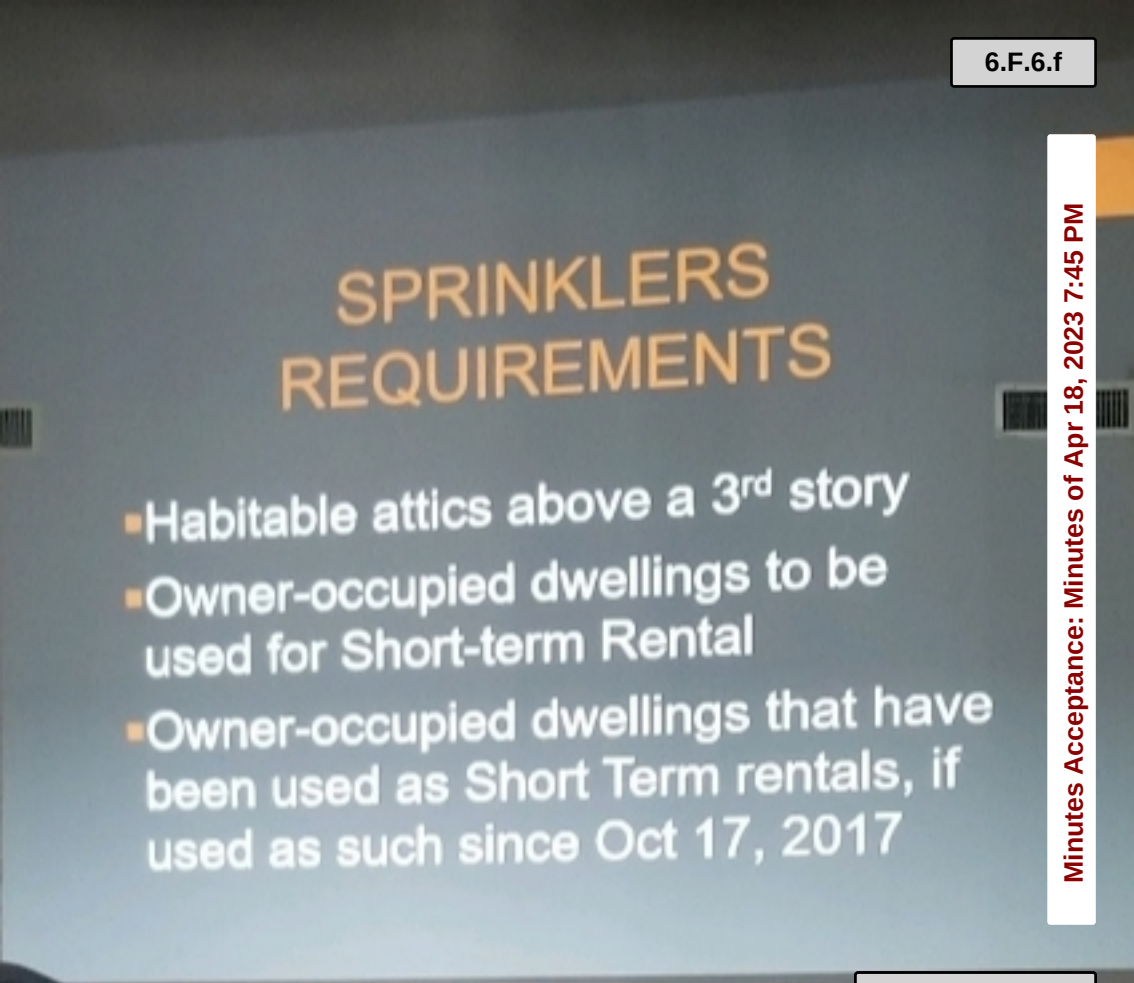
Thank you for your consideration and service to our community.

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Ward Hamilton
[redacted]
Melrose, MA 02176

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

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Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM

Enforcement Process: Administrative

Fines

Chapter 40A states: "No local zoning by-law or ordinance shall assess a penalty of more than **$300 per violation**; provided, however, that nothing in this section shall be construed to prohibit local zoning by-laws or ordinances from providing that **each day the violation continues shall constitute a separate offense**."

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The International Building Code (IBC), for example, applies to what it calls "transient" residential occupancies, or places where occupants stay no longer than 30 days. That broad definition seems to fit the bill for Airbnb rentals and similar properties. Jul 2, 2018

http://www.nfpa.org › Features › T...

The Airbnb Challenge, July August 2018 - NFPA Journal

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F. The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.**~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Short Term Rental Occupancy Tax

The Massachusetts Short Term Rental Occupancy Tax applies to all short term rentals, including those **privately-owned individual units** that are rented daily and weekly on hosting platforms like Airbnb, HomeAway, VRBO, Tripping.com, HomeToGo, etc.

A short term rental is defined as any room or unit that is rented for periods of thirty-one (31) consecutive days or less. It includes a room rented in your house, your primary residence or a second home.

The tax applies to all rental occupancies that commence on or after July 1, 2019 and for which contracts with occupants were entered into on or after January 1, 2019. The total tax is 14.45% (which includes 5.7% state tax, 6.0% local tax, and 2.75% Cape Cod and Islands Water Protection Fund Tax) of the total amount of the rent. Additional information is available at https://www.mass.gov/service-details/room-occupancy-excise-tax.

Beginning January 1, 2023, an additional 3% community impact fee will be applied to all

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CITY OF MELROSE

PLANNING BOARD

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Greg Sampson /DG

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

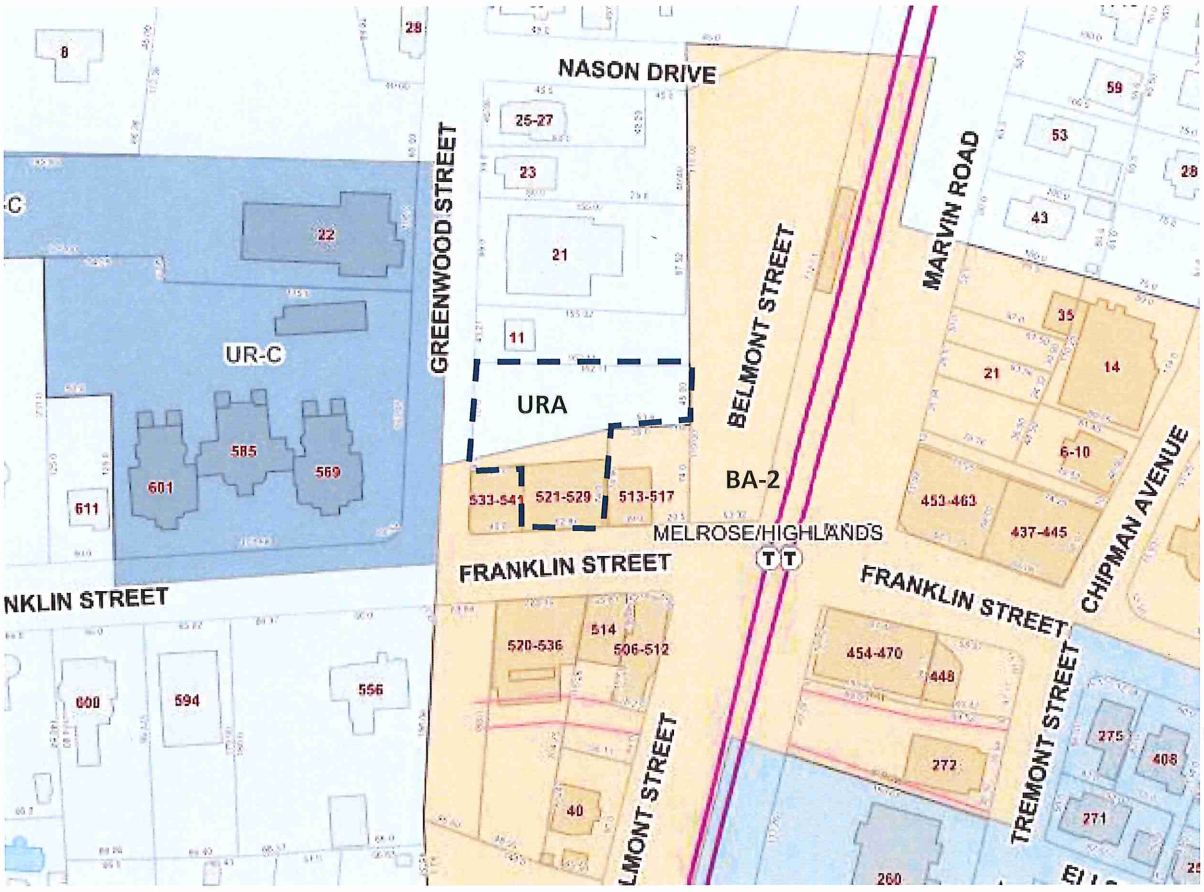
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BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

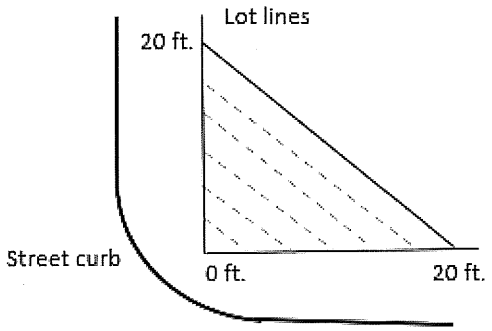
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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Zoning Amendment Package 2023

Office of Planning and Community Development

March 6, 2023

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Overview

The proposed changes seek to clarify sections of the zoning ordinance for:

1. Easier interpretation and understanding
2. Compliance with MA General Laws
3. Reduction in number of variance requests for violations regularly approved by the Board of Appeals

<u>10 Proposed Zoning Amendments</u>

- Corner Lot Setbacks
- Structure Definition
- BA-2 Zoning District Line Change at 521-529 Franklin St.
- Retail Food Establishment Definition
- In-law Apartment Definition
- Votes for Special Permit Approval & Term
- Sight Lines and Fence Height in Front Yards on Corner & Non-Corner Lots
- Site Plan Approval Criteria
- Unit Size
- Family & Dwelling Definitions

<u>1 Proposed General Code Amendment</u>

- Vegetation Height for Corner Lots & Yards along Streets

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Corner Lot Setbacks

Proposal: Amend Sections 235-5 *LOT,CORNER* and *LOT LINE, REAR* Definitions & 235-25.C, Additional dimensional and density provisions relating to corner lots

Corner Lot Setbacks

- This amendment allows properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets
- In the Planning Board's review of corner lot properties, allowing for side yard setback distances by Variance has not been detrimental to the streetscape or abutting properties
- Two yards often function as side yards and changing the ordinance allows the Owner to build a structure consistent with the use of the yard
- Removing the need for a Variance eliminates a hardship for the Owner
- Identified as an action item in the Melrose Forward Master Plan

Year	Number of Related Variance Cases	% ZBA Approved
2017	1	100%
2018	6	83%*
2019	10	100%
2020	8	75%**
2021	12	83%***
2022	1	100%

* 1 case was withdrawn
** 1 case denied due to other relief requested & 1 withd
*** 1 case denied due to rear yard issue & 1 withdrew

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Corner Lot Setback Example– 101 Sycamore Rd.

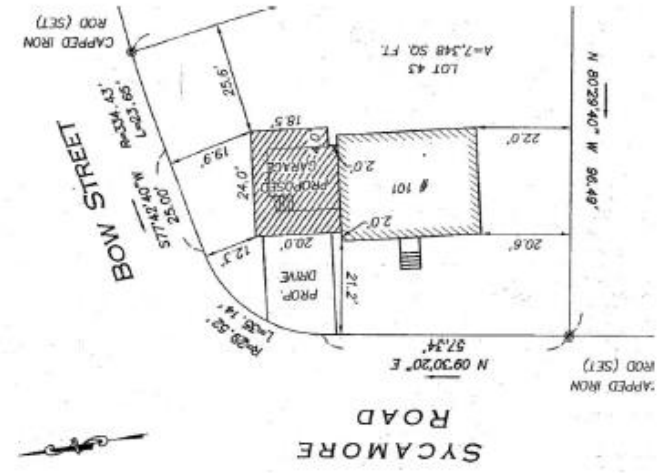
Address: 101 Sycamore Road

Description: Remove side deck and build an attached garage in front & rear yard (Bow St. and yard opposite Sycamore Rd.)

Zone SR-B	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	12	30
Existing	22	-	30
Proposed	12.3	-	25.6

Relief Required: Variance

As a result of amendment: If the front yard (Bow St.) is considered a side yard this proposal would be by-right.







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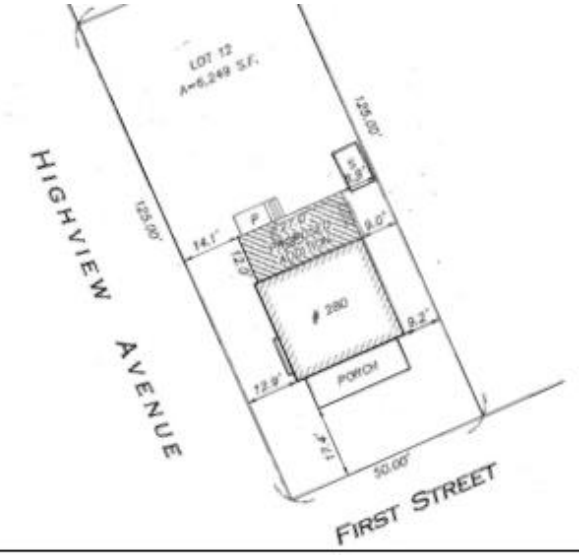
Corner Lot Setback Example– 280 First St.

Description: Build 2-story addition in front & rear yards (Highview Ave and yards opposite Highview Ave and First St.)

Zone UR-A	Front Yard Setback(ft)		Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20		10	20
Existing	12.9	(Highview Ave)	-	9
Proposed	14		-	9

Relief Required: Variance

As a result of amendment:
Change to front yard: if the front yard is considered a side yard this proposal would be by-right.
Change to rear yard: If the yard with the shallower depth is considered a side yard & yard with the deeper depth shall be considered a rear yard, the proposal would be by-right if it was reduced by 1 ft.







Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Structure Definition

Proposal: Amend Section 235-5 *STRUCTURE* Definition

Structure Definition

- The Zoning Ordinance currently defines retaining walls and fences as structures triggering accessory building/structure setback requirements per Section 235-24.B unless exempted by variance

ACCESSORY BUILDINGS AND OTHER STRUCTURES DIMENSIONAL REGULATION

District	Maximum Coverage (percent of required rear yard area)[1]	Distance From Lot Line (feet)		Building Heig (feet)
		Front	Side and Rear	
SR	25%	20	10	20
SR-A	25%	20	10	20
SR-B	40%	15	10	20
UR-A	50%	15	4[2]	20
UR-B	50%	15	4[2]	20
UR-C	50%	15	4[2]	20
UR-D	50%	15	4[2]	20

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Structure Definition

- Retaining walls & fences are often on or close to a property line and it was likely not the intent of the regulation for setbacks to apply
- Removing retaining wall and fence from the definition of structure will resolve this issue

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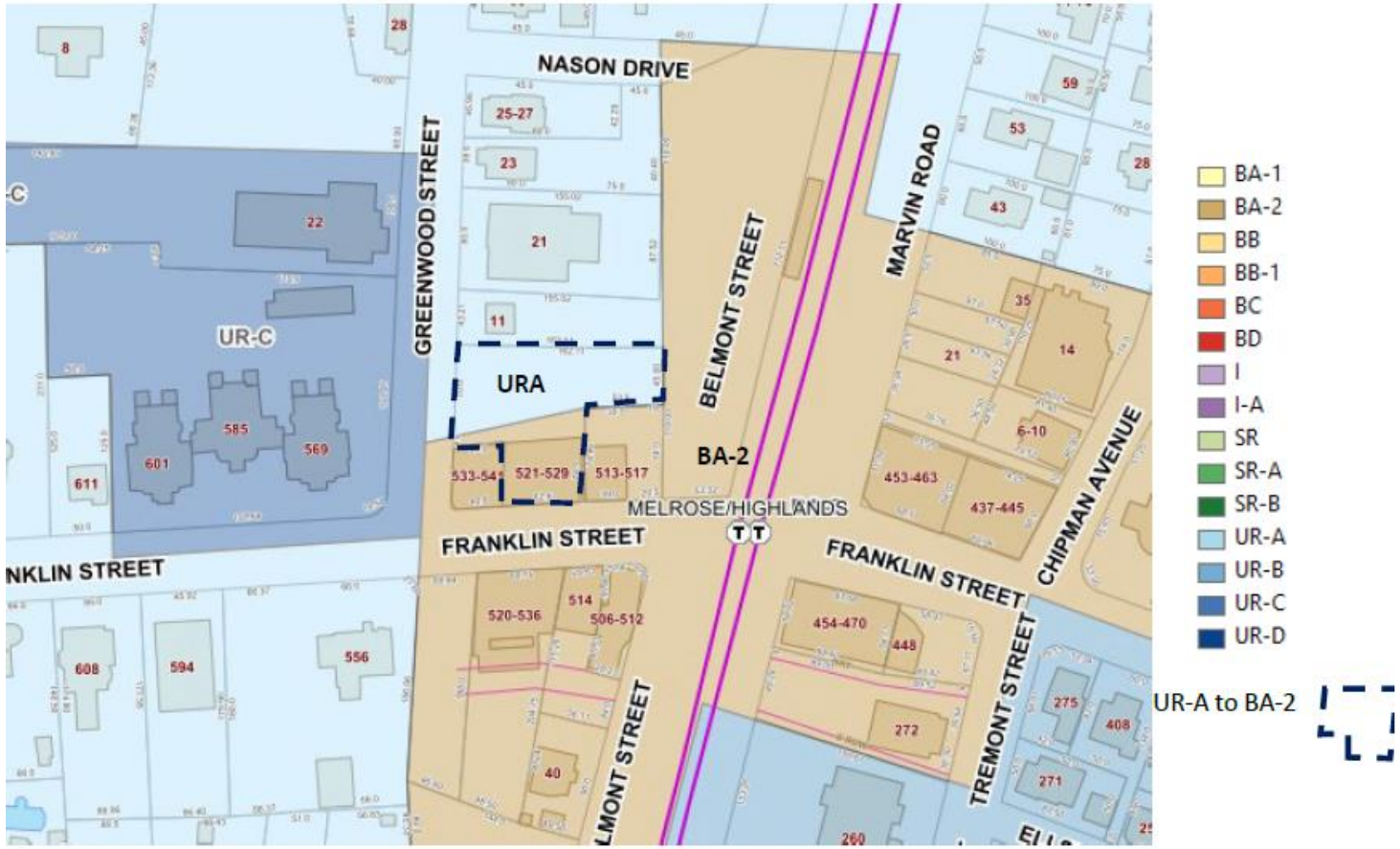
BA-2 Zoning District Line Change at 521-529 Franklin St.

Proposal: Amend Section 235-8 Changes to map

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

- 521-529 Franklin St. is split into two zoning districts: BA-2 and URA
- The split zoning complicates refinancing and insuring this property
- The best use of this property is in line with uses permitted in the BA-2



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Retail Food Establishment Definition

Proposal: Amend Section 235-5 *RETAIL FOOD ESTABLISHMENT* Definition

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Retail Food Establishment Definition

- This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption in line with the City's new liquor laws

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition

Proposal: Amend Section 235-5 *IN-LAW APARTMENT* Definition

In-law Apartment Definition

- The definition of in-law apartments is overly restrictive as it prohibits this use in houses that have had additions or alterations after January 1, 1990
- Removing Section F & revising Section G will allow for alterations and additions, while still restricting the size of the unit
- Additions would need to conform to dimensional regulations in the district & a special permit is still required for the use

SECTION 235-5

IN-LAW APARTMENT

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition

- The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments where all other provisions are met
- This amendment is also identified as an action item in the Melrose Forward Master Pan

Housing

Recommendations

Goal 1: Encourage the creation of housing units that are affordable to a broad range of incomes.

Strategy 1.1: Promote regulations that permit a variety of residential types, ensuring Melrose residents of all ages and incomes can remain in Melrose.

Action 1.1.1: Consider amending the Zoning Ordinance to decrease restrictions on in-law apartments.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

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Votes for Special Permit Approval & Term

Proposal: Amend Section 235-62 Special Permit Procedure

Votes for Special Permit Approval & Term

Votes for Approval

This amendment updates the zoning ordinance to be consistent with the recent changes to MGL Chapter 40A including:

- Reducing number of votes to grant zoning approvals related to multifamily housing, mixed-use development, and reduced parking, from 2/3 supermajority to simple majority

Special Permit Term

This amendment increases the time allowed to exercise a special permit reflecting an opt-in change to MGL Chapter 40A from 2 to 3 years

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

Proposal: Amend Section 235-25.K and 235-25.L

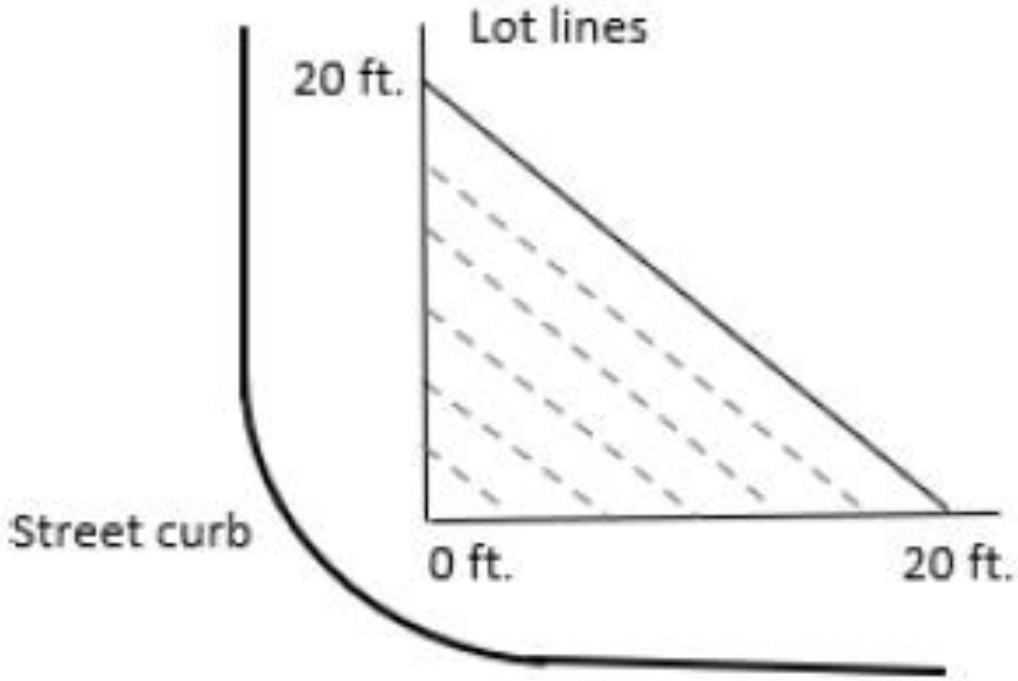
Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

- OPCD has received requests from the public and elected officials to clarify Sections 235-25.K &-25.L of the code which are confusing and easily misinterpreted
- The purpose of these regulations is to ensure visibility and safety by regulating the height of fences and other structures on corner lots and in front yards and to maintain an interesting streetscape

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Sight Lines and Fence Height in Front Yard on Corner Lots

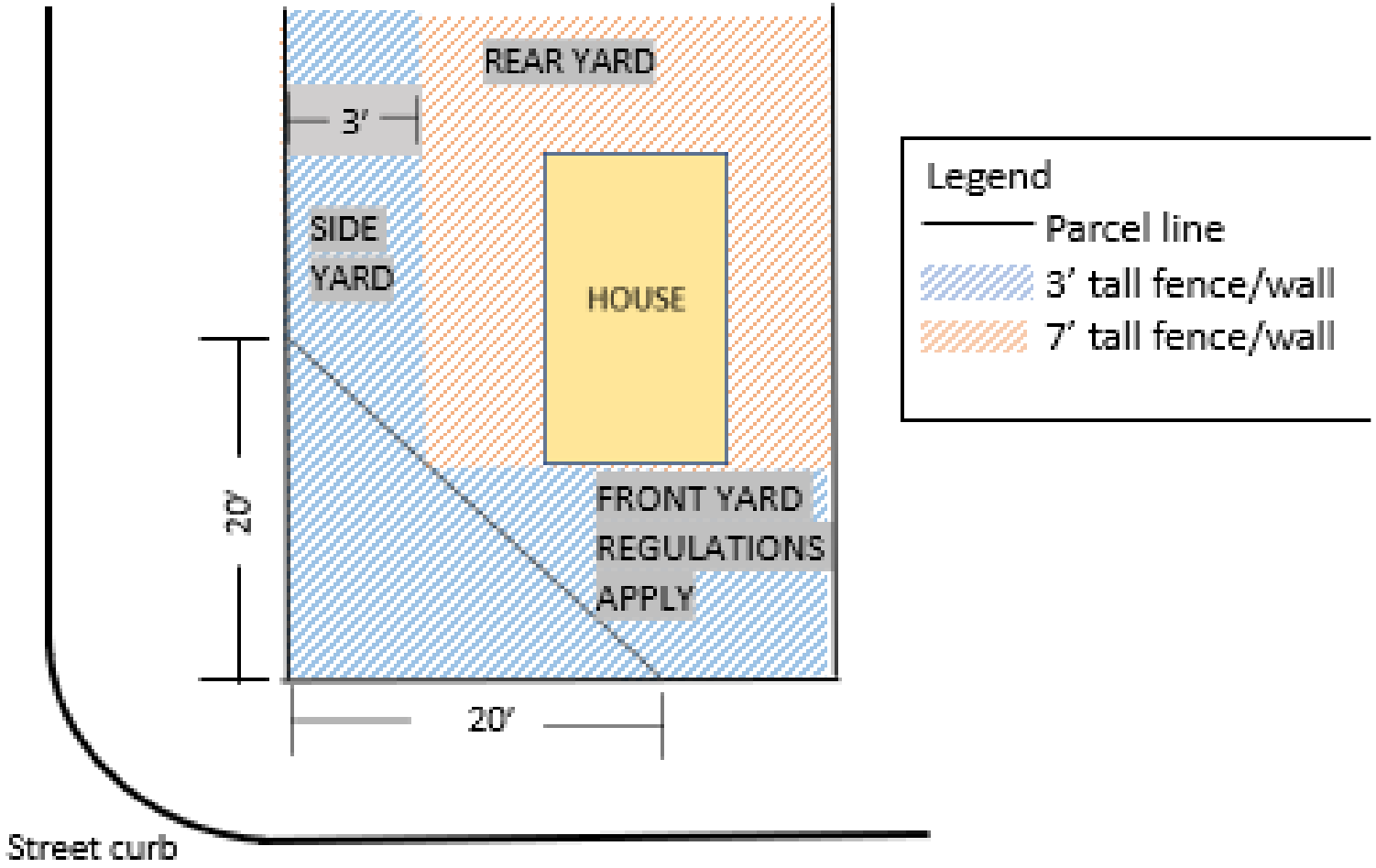
- The proposed measurements were carefully selected based on the existing code, codes in other cities and towns, traffic safety regulations, and a setback analysis conducted by OPCD Staff
- The amendment proposes that within a triangular area formed by measuring 20 ft. from the intersection of the property lot lines, a structure cannot exceed 3 ft. in height



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Sight Lines and Fence Height in Front Yard on Corner Lots

- Beyond the triangular area
  - In the side yard structures may be taller if they are setback 3 ft. from the property line
  - In the front yard structures follow the front yard regulations



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Sight Lines and Fence Height in Front Yard on Corner Lot-- Do's and Don'ts









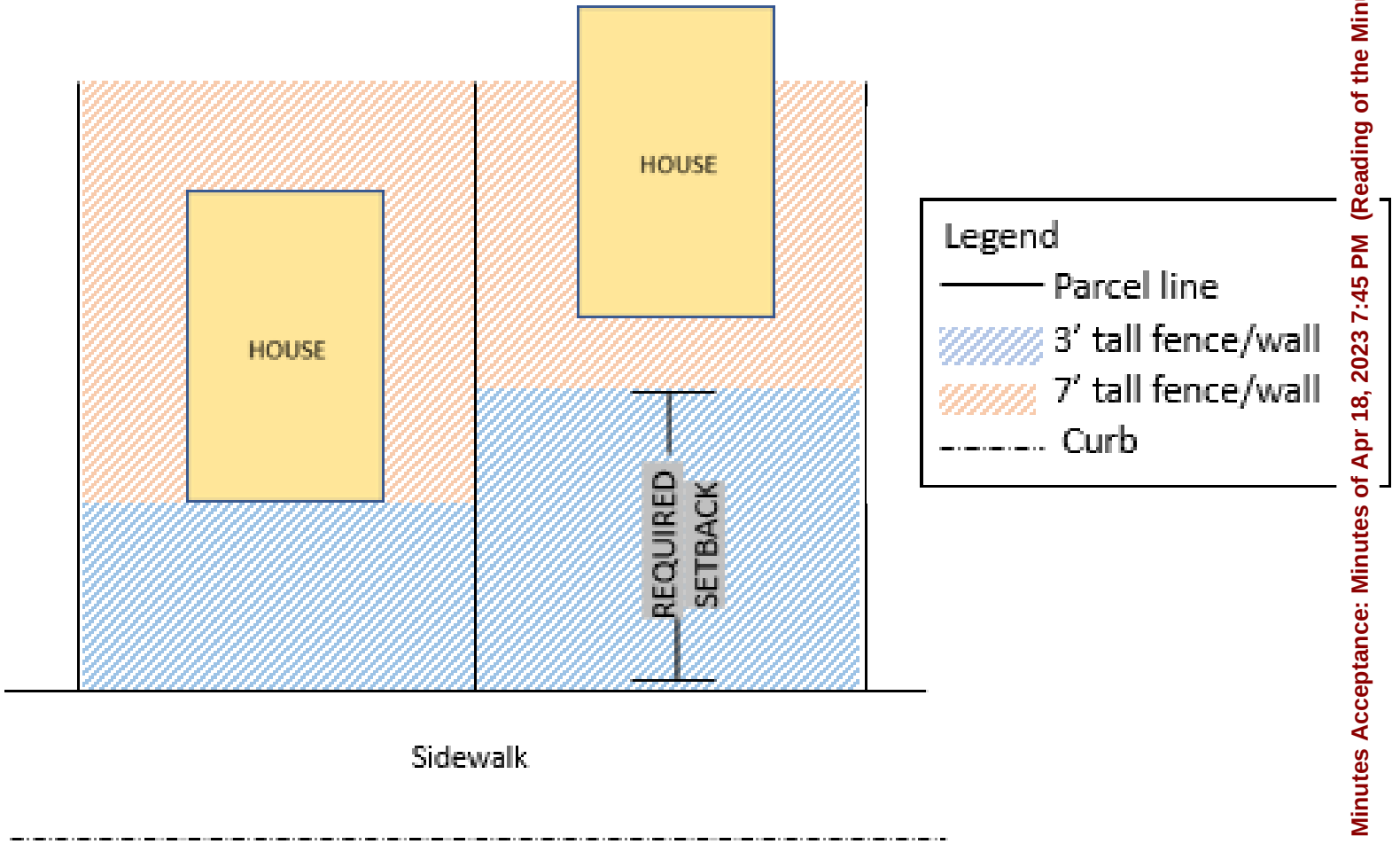




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Sight Lines and Fence Height in Front Yards on Non-Corner Lots

- For non-corner lots, the amendment proposes that within the front yard setback or from the line of the existing primary structure to the lot line (whichever is less), a fence, wall, or similar structure will not be taller than 3 ft.
- Beyond the setback or the line of the existing primary structure, fences and walls may be up to 7 ft. tall



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Sight Lines and Fence Height in Front Yard -- Do's and Don'ts









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Site Plan Review Criteria

Proposal: Amend Section 235-16.1.E(5) Site Plan Approval

Site Plan Approval Criteria

- In relation to Section 235-25.K & -25.L, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites during the Site Plan Review process

SECTION §235-16.1.E(5)

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets

Proposal: Amend General Code to include vegetation height and shift enforcement from Building Inspector to Department of Public Works

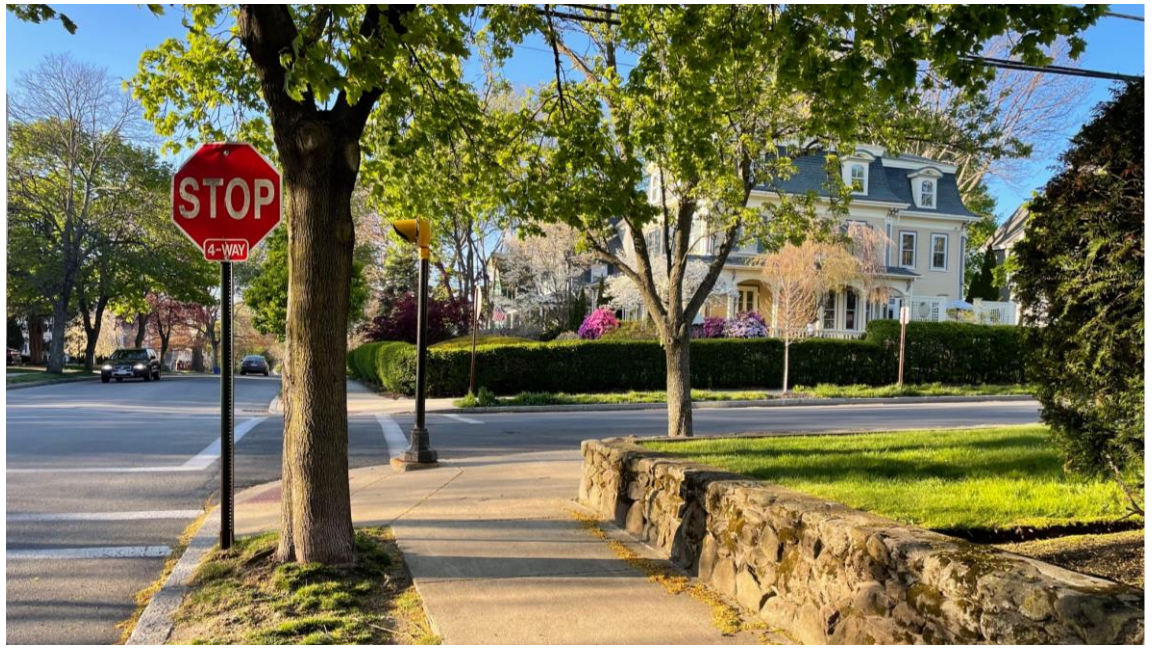
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Vegetation Height for Corner Lots & in Yards along Streets

- Vegetation is proposed to be moved from Sections 235-25.K & -25.L of the MZO to the General Code shifting enforcement responsibility from the Building Commissioner to the DPW, which oversees vegetation maintenance throughout the City
- In removing vegetation from the zoning ordinance, existing vegetation will not be deemed legally nonconforming, allowing for enforcement of new and existing vegetation
- The Director of Public Works may use discretion in determining if existing vegetation creates a safety hazard

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges & any other leafy vegetation are regulated to:
  - Promote driver and pedestrian safety by ensuring no obstructions in the public way
  - Maintain an interesting, pedestrian friendly streetscape

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges can be up to 3 ft tall and leafy vegetation cannot obstruct view within 3 feet of front yards or side yards
- This proposal also limits height following the same 20 ft. measurements for corner lots as Section 235-25.K







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Unit Size

Proposal: Amend Section 235-25.I

Unit Size

- The zoning code's restrictions on dwelling unit size prevent the City from complying with DHCD's guidelines on the new multi-family zoning requirements for MBTA Communities (MGL Chapter 40A Section 3A)
- To comply, zoning cannot restrict the size of residential units
- The proposed amendment removes minimum unit sizes requirements from the code

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City of Melrose, MA / Part II: General Legislation / Zoning

Article VI **Dimensional and Density Regulations**

§ 235-25 Additional dimensional and density provisions.

I. The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.

Unit Size

There are several mechanisms that will be used to prevent overcrowding (a rare occurrence in Melrose):

- ✓ Health and State Building Code regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls
- ✓ Zoning district regulations controlling the number of units include lot area, FAR, and/or height and setback restrictions
- ✓ Market demand controls unit size

235 Attachment 2

City of Melrose

Table of Dimensional and Density Regulations

[Adopted 4-6-2015 by Ord. No. 2015-90; 6-7-2021 by Order No. 2021-96]

District	Use	Minimum Lot Area (square feet or as noted)	Minimum Frontage and Lot Width (feet)	Minimum Lot Depth (feet)	Yards			Maximum Height (feet)	Maximum Stories	Maximum Coverage	Maximum Floor Area Ratio	Mini Op Sp
					Front (feet)	Side (feet)	Rear (feet)					
SR	Any permitted use	25,000	110	90	25	20	50	35	2 1/2	35%	None	50
SR-A	Any permitted use	15,000	100	90	25	15	40	35	2 1/2	35%	None	50
SR-B	Any permitted use	10,000	80	90	20	12	30	35	2 1/2	35%	None	40
UR-A	Townhouse	7,500 per dwelling unit	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Two-family dwelling	13,500	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Single-family dwelling	7,500	75	90	20	10	20	35	2 1/2	35%	None	35
	Any other permitted use	10,000	100	90	20	10	20	35	2 1/2	35%	None	35
UR-B	Single-family dwelling	7,500	75	90	20	10	15	35	2 1/2	50%	None	30
	Two-family and multifamily dwelling uses and townhouses	7,500 plus 3,000 for each dwelling unit more than 1	100	90	20	10[1]	15	35	2 1/2	50%[2]	None	30
	Any other permitted use	10,000	100	90	20	10[1]	15	35	2 1/2	50%	None	20

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Unit Size

- Eliminating unit size will allow the City to comply with MGL Chapter 40A Section 3A while still regulating density using other zoning provisions
- This will enable the City to have a variety of housing types in terms of size and cost, which is a goal of the Housing Production Plan

Housing Goals

MELROSEHPP

1. **Housing Mix.** Encourage a range of housing options and types to serve households with a variety of incomes and meet the diverse needs of current and future Melrose residents.
2. **Racial Equity.** Advance racial equity, promote inclusion, encourage wealth creation through housing access for people of color, and enrich the Melrose community through increased diversity.
3. **Affordable Housing.** Expand and preserve deed-restricted and subsidized Affordable Housing opportunities for low- and moderate-income households, including family households.
4. **Enhanced Neighborhoods.** Utilize housing as a tool to enhance existing Melrose neighborhoods, balancing development with other community priorities like open space, historic preservation, economic development, walkability, sustainability, and resilience.
5. **Community Engagement.** Promote an understanding of the role that housing plays in Melrose and the region through ongoing public engagement and discussion.

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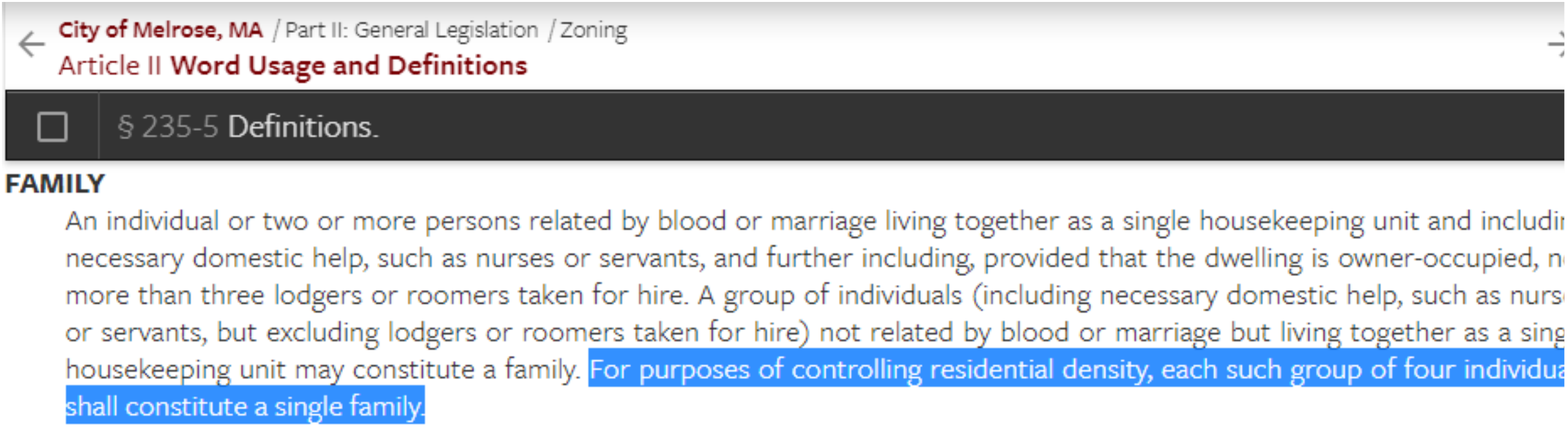
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Family & Dwelling Unit Definition

Proposal: Amend Section 235-5 *APARTMENT HOUSE; FAMILY; DWELLING, ONE-FAMILY; DWELLING, TWO-FAMILY; DWELLING, MULTIFAMILY* Definitions & Amend Section 235 Attachment 1

Family & Dwelling Unit Definition

- To comply with DHCD's new multi-family zoning requirements for MBTA Communities, the definition of family needs to be amended as zoning cannot limit the number of occupants in a unit
- Restricting occupancy based on biological or legal relationships can be discriminatory and does not address the purposes of zoning
- Biological families can have the same, less, or more of an impact on traffic, parking, overcrowding, etc. than a non-traditional family living together as a household



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Family & Dwelling Unit Definition

- The zoning code already defines Dwelling Unit and Multifamily Dwelling Unit
- Defining One-family and Two-family Dwelling Units instead of defining Family organizes the code in a more streamlined manner
- The Dwelling Unit definition establishes the primary intent of a residential unit being a space with complete living facilities occupied by people who share use of the space as a single housekeeping unit

§ 235-5 Definitions.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units and including an apartment house, garden apartment house and multifamily dwellings.

DWELLING UNIT

One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

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Family & Dwelling Unit Definition

- This amendment also strikes the definition of Apartment House from the zoning ordinance, the Table of Use and Parking Regulations, and the definition of Multifamily Dwelling
- The definition of Multifamily Dwelling duplicates the apartment house use rendering it obsolete
- The reference to garden apartment house is also eliminated from the definition of Multifamily Dwelling because it is no longer relevant

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chairman

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

March 27, 2023

The Honorable City Council
Of the City of Melrose, Massachusetts

Re: Report to City Council on Order 2023-59, Amending Melrose Revised Zoning Ordinance, Chapter 235, Various Provisions

To the Members of the City Council:

Pursuant to Massachusetts General Laws, Chapter 40A, Section 5, the City Council held a public hearing on the above-reference zoning amendments on March 6, 2023. The proposed amendments were initiated by the Planning Board to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. City Councilors had questions and comments regarding the proposed amendments, which were discussed at the public hearing. No one from the public appeared to comment or submitted written comments.

The Planning Board held a public hearing on the above-referenced zoning amendments on March 13, 2023, at the request of the City Council to hold separate hearings. No one from the public appeared to comment or submitted written comments. Members discussed the questions and comments raised by the City Councilors and responded to the feedback as detailed below.

Deed Restrictions for Properties with In-Law Apartments
Members of the City Council questioned if there should be deed restrictions for properties with In-Law Apartments. It was clarified that to establish an In-Law Apartment, Applicants must apply to the Board of Appeals for a special permit. Applicant must record the Board of Appeals' decision at the Registry of Deeds, which would appear during a title search.

In-Law Apartments Special Permits and Variances
Members of the City Council inquired about the volume of requests for variances for In-Law Apartments. Planning Staff determined that there have been 14 applications for In-Law Apartments since 2010, 8 of which required variances from §235-5 Definition of In-Law Apartments Standards F & G. All but one application was approved. The number of requests for In-Law Apartments is, on average, approximately one application per year. The proposed amendment is not expected to increase the volume in any meaningful way.

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BA-2 Zoning District Line Change at 521-529 Franklin Street
Members of the City Council questioned whether a proposal to change the lines of a zoning district should be included in this package of zoning amendments. The Planning Board noted that it is a best practice to have zoning districts follow parcel lines to avoid parcels being split into two different districts. In this instance, the direct abutters on either side of the property are commercial buildings and there are many other commercial and mixed uses in the direct vicinity, so the BA-2 designation for the entire parcel is logical and desirable. Furthermore, although not required by law, the Planning Office mailed notices with information about the amendments to abutters within 300 feet of the subject parcel. No comments from the public were received. The Planning Board continues to recommend including this district line change with the package of zoning amendments.

Translations for Proposed Amendments
The Planning Board discussed a comment by City Councilors regarding the accessibility of the zoning code and if the regulations were available in languages besides English. It was noted that the regulations are hosted on the Ecode360 website where the City Charter and most City Codes can be found. On the Ecode360 website there is a Google Translate tool available. Planning Staff suggested that the City could prepare written guidance for the public on specific provisions such as the updated fence and vegetation regulations and consider how best to offer the information in multiple languages.

Corner Lot Setbacks
Members of the City Council requested that the changes proposed for corner lots be reviewed for public safety. Planning Staff reviewed this amendment with the Police Chief and the Fire Chief and neither official expressed any concern. Both agreed that the recommended amendment is logical and will not create any safety hazards.

Differences Between a Lodging House/Unit and a Dwelling Unit
A member of the City Council inquired about the differences between lodging houses/units, and dwelling units. The Planning Board reviewed the definitions of "Dwelling" and "Dwelling Unit" in the Melrose Zoning Ordinance which are defined as follows:

- DWELLING: A privately or publicly owned permanent structure, whether owned by one or more persons or in condominium, which is occupied in whole or in part as the home residents or sleeping place of one or more persons. The term 'one-family, two-family or multifamily dwelling' shall not include a hotel, lodging house, hospital, membership club, mobile home or dormitory.
- DWELLING UNIT: One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

The definition of "Dwelling" specifically states that lodging houses are disparate from dwellings. Additionally, "Dwelling Units" are constituted by single housekeeping units.

The Planning Board also reviewed the definitions of "Lodging Unit" and "Lodging House" in the Melrose Zoning Ordinance which are defined as follows:

- LODGING UNIT: One or more rooms for the semi-permanent use of one, two or three individuals not living as a single housekeeping unit and not having cooking facilities. 'Lodging unit' shall include rooms in boardinghouses, lodging houses, tourist homes, or rooming houses. It

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shall not include convalescent, nursing or rest homes; dormitories of charitable, educational or philanthropic institutions; or apartments or hotels.

- LODGING HOUSE: A building containing for or more lodging units.

Residents in "Lodging Units" are not living as single housekeeping units as they would be in a "Dwelling Unit." Additionally, "Lodging Units" do not have cooking facilities whereas "Dwelling Units" must provide complete and permanent living facilities including provisions for cooking. Also, lodging houses require a license from the City Council and are only allowed in a few zoning districts. The Planning Board feels that the Melrose Zoning Ordinance clearly differentiates between lodging houses/units, and dwelling units and does not recommend any further changes.

Replacement of Existing Fences in Accordance with New Regulations
Members of the City Council wondered if property owners would be allowed to replace existing fences in-kind if they do not conform to the new regulations. The Planning Staff consulted with the Building Commissioner on this question. He explained that there are regulations on fence height and setbacks in the current code so fences that do not currently conform may be illegal. Fences that conformed to the old code and not the new code would be considered legally nonconforming and protected; however, if the fence was completely reconstructed it would need to comply with the new code. Repairing sections of a legally pre-existing nonconforming fence would be allowed by-right. The Building Commissioner confirmed that compliance with these regulations is primarily driven by complaints and that the City does not typically receive many fence complaints.

Front Yard Fence Height
A member of the City Council suggested that the proposed 3-foot front yard fence height may be too low for residents with pets. Pets that can jump over a 3-foot fence would either have to be kept in the side or rear yards or restrained by leash or other means. Alternatively, residents could request a variance from the proposed amendment in special cases where a taller front yard fence may be needed. The Planning Board continues to feel that the provision for 3-foot fence height in the front yard is reasonable and benefits the streetscape without limiting the use of pet owners' properties.

Special Permit Timeline
Members of City Council questioned if it is beneficial to increase the special permit timeline to three years. The Planning Board discussed how once projects are approved by the Planning Board or Zoning Board of Appeals, it often takes time to gather and complete all the necessary materials to obtain a building permit. In some cases, extending the special permit timeline may result in the development moving forward more quickly because the Applicant may not have to return for a new hearing due to an expiration of the project's permit.

This proposed amendment does not affect the timelines for variances or site plan approvals. Variances will still expire after one-year if unexercised, with the possibility of a six-month extension if requested prior to expiration. Site plan approvals are valid for two years with the possibility of an extension for good causes with a written request to the Planning Board.

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To summarize, the Planning Board does not recommend making any changes to the package of proposed zoning amendments originally submitted and reviewed during two separate public hearings. The Planning Board finds that the proposed zoning amendments are reasonable, fair and provide clarity. The amendments will create a more user-friendly code that complies with the Massachusetts General Laws and reduces the number of variance requests; this will in turn benefit both the Board of Appeals and residents by alleviating a significant financial and administrative burden. The Planning Board respectfully recommends that the City Council vote in favor of adopting the proposed zoning amendments as submitted and dated January 31, 2023.

If you have any further questions, or we can provide any additional information, please do not hesitate to contact us. We would be pleased to make ourselves available to you as you continue to deliberate on this issue.

Very truly yours,

Gregory Sampson

Gregory Sampson
Chairman

Attachment: Proposed Zoning Amendments, January 31, 2023

cc: Mayor Paul Brodeur
Shannon Phillips, City Solicitor
Albert Talarico, Building Commissioner
Denise Gaffey, City Planner
Members of the Planning Board
Members of the Board of Appeals

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CITY OF MELROSE

PLANNING BOARD

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GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

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521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

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This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

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This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

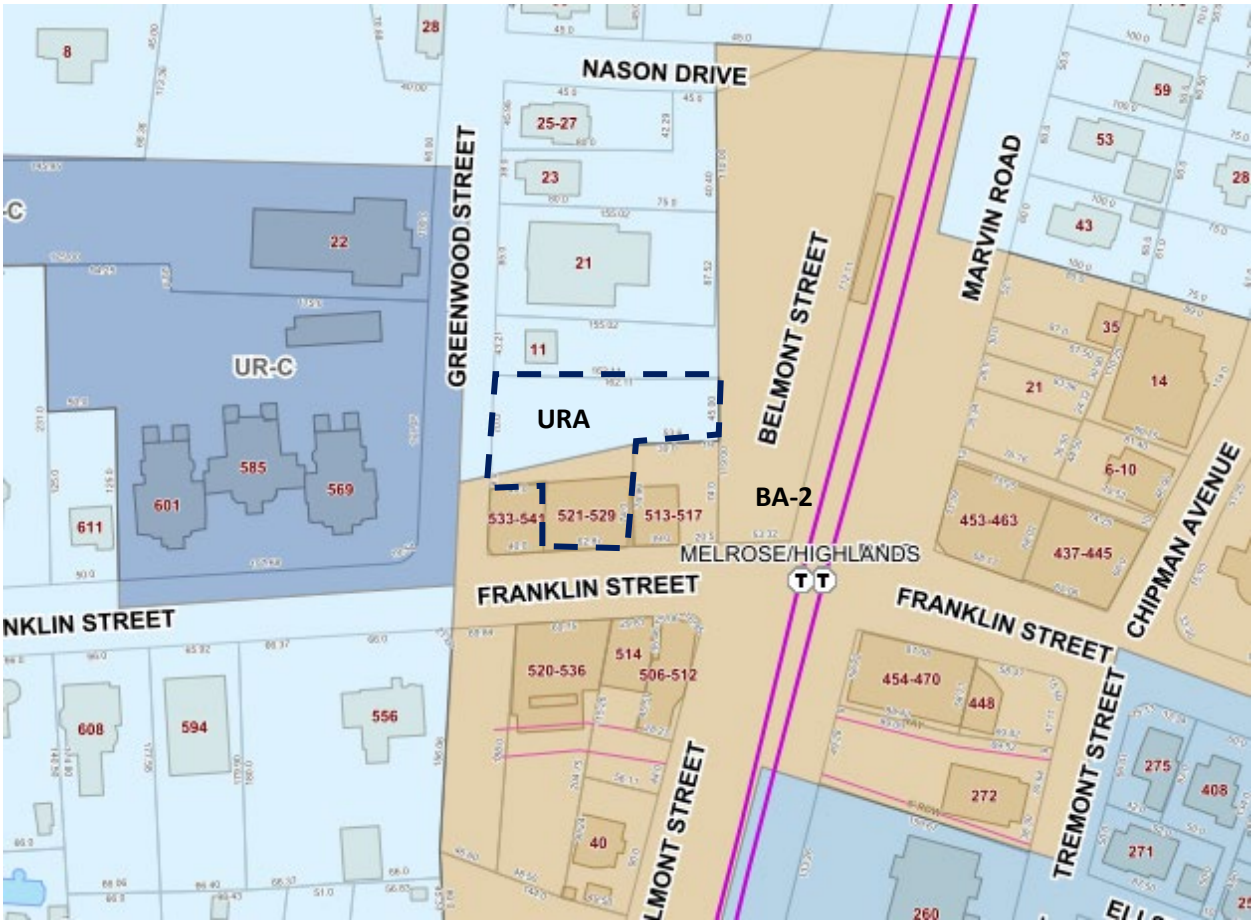
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

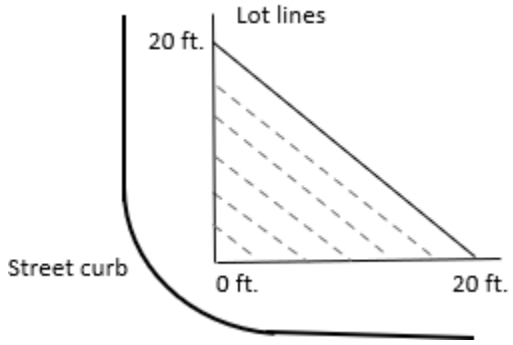
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

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Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	~~—~~	~~—~~	~~—~~	~~—~~	~~S~~	~~P~~	~~—~~	~~—~~	~~—~~	~~—~~	~~P~~	~~—~~	~~—~~	~~B~~

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CITY OF MELROSE

OFFICE OF THE
CLERK OF COMMITTEES

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4100

ANDREW A. GHOBRIAL
Clerk of Committees

M E M O R A N D U M

TO: Melrose Honorable City Council

FROM: Andrew Ghobrial, Clerk of Committees

DATE: April 12, 2023

RE: Melrose Zoning Ordinance Votes

On Monday, April 10th a motion was made to divide the Melrose Zoning Ordinance Order 2023-59 into eleven parts: one for each of the contents of Zoning Ordinance Package. Accordingly, due to software limitations in Granicus, the order was duplicated ten times to reflect each vote taken. Come Tuesday, you will see a total of eleven orders encompassing each of the votes taken:

1. **Order 2023-59** - Corner Lot Setbacks: Recommended for passage (11 votes)
2. **Order 2023-83** - Structure Definition: Recommended for passage (11 votes)
3. **Order 2023-81** - BA-2 Zoning District Line Change at 521-529 Franklin St: Recommended ought not to pass (6-5 vote)
4. **Order 2023-84** - Definition of Retail Food Establishment: Recommended for passage (11 votes)
5. **Order 2023-85** - Definition of In-Law Apartment: Recommended for passage (9-2 vote)
6. **Order 2023-86** - Votes for Special Permit Approval & Term: Recommended for passage (11 votes)
7. **Order 2023-87** - Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots: Recommended for passage (11 votes)
8. **Order 2023-88** - Site Plan Review Criteria: Recommended for passage (11 votes)
9. **Order 2023-82** - Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment: Tabled (11 votes)
10. **Order 2023-89** - Unit Size: Recommended for passage (11 votes)
11. **Order 2023-90** - Definition of Family & Dwelling Units: Recommended for passage (11 votes)

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chair

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Greg Sampson /DG

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

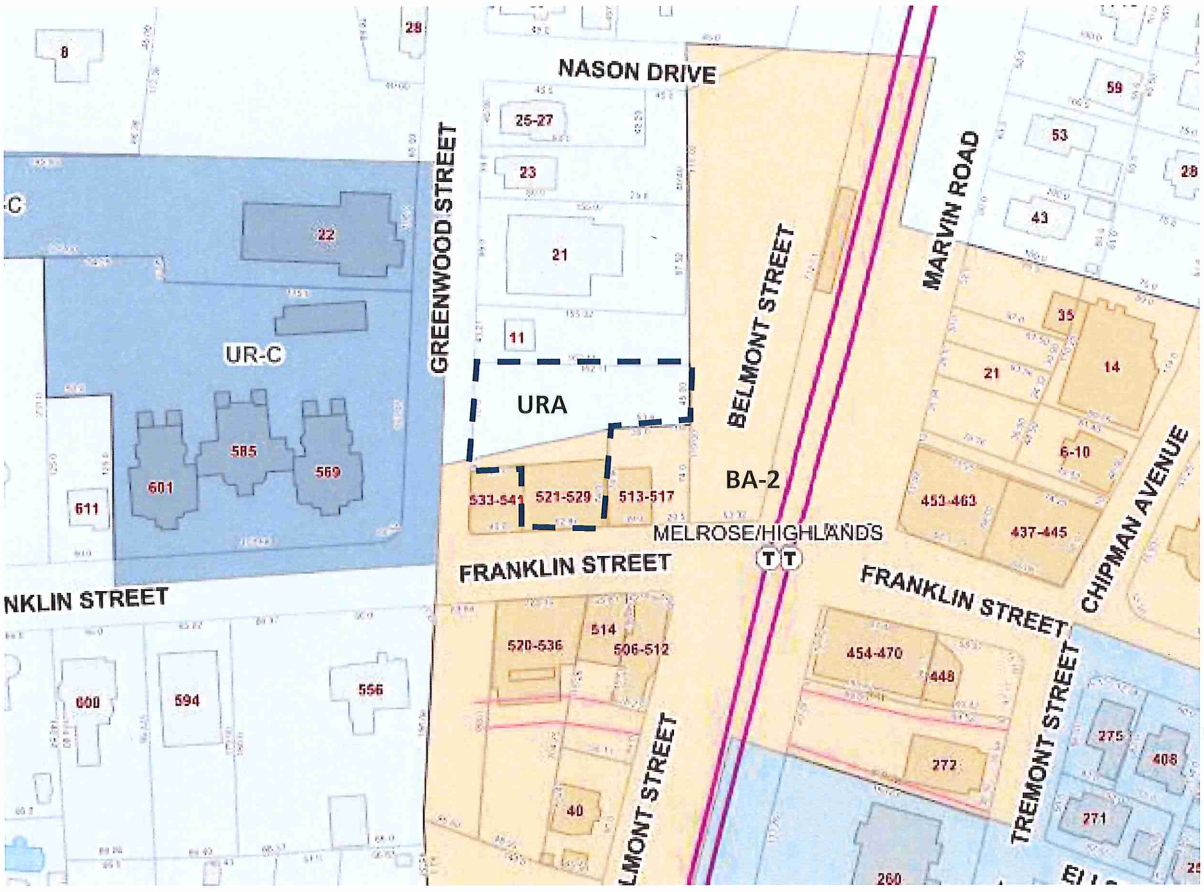
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

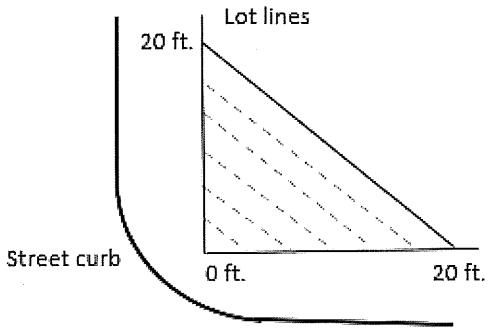
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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Zoning Amendment Package 2023

Office of Planning and Community Development

March 6, 2023

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Overview

The proposed changes seek to clarify sections of the zoning ordinance for:

1. Easier interpretation and understanding
2. Compliance with MA General Laws
3. Reduction in number of variance requests for violations regularly approved by the Board of Appeals

<u>10 Proposed Zoning Amendments</u>

- Corner Lot Setbacks
- Structure Definition
- BA-2 Zoning District Line Change at 521-529 Franklin St.
- Retail Food Establishment Definition
- In-law Apartment Definition
- Votes for Special Permit Approval & Term
- Sight Lines and Fence Height in Front Yards on Corner & Non-Corner Lots
- Site Plan Approval Criteria
- Unit Size
- Family & Dwelling Definitions

<u>1 Proposed General Code Amendment</u>

- Vegetation Height for Corner Lots & Yards along Streets

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Corner Lot Setbacks

Proposal: Amend Sections 235-5 *LOT,CORNER* and *LOT LINE, REAR* Definitions & 235-25.C, Additional dimensional and density provisions relating to corner lots

Corner Lot Setbacks

- This amendment allows properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets
- In the Planning Board's review of corner lot properties, allowing for side yard setback distances by Variance has not been detrimental to the streetscape or abutting properties
- Two yards often function as side yards and changing the ordinance allows the Owner to build a structure consistent with the use of the yard
- Removing the need for a Variance eliminates a hardship for the Owner
- Identified as an action item in the Melrose Forward Master Plan

Year	Number of Related Variance Cases	% ZBA Approved
2017	1	100%
2018	6	83%*
2019	10	100%
2020	8	75%**
2021	12	83%***
2022	1	100%

* 1 case was withdrawn
** 1 case denied due to other relief requested & 1 withd
*** 1 case denied due to rear yard issue & 1 withdrew

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Corner Lot Setback Example– 101 Sycamore Rd.

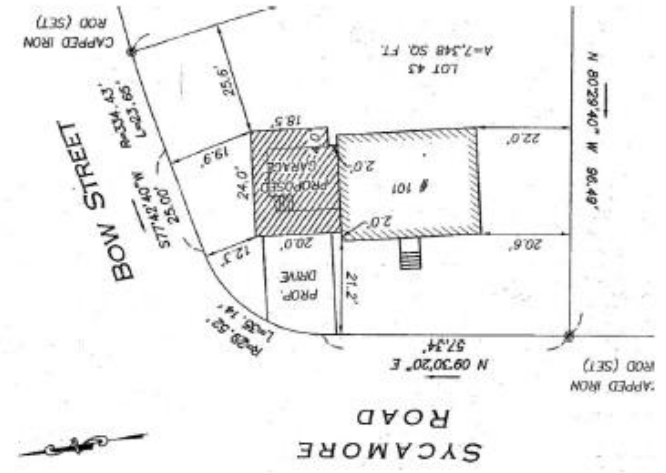
Address: 101 Sycamore Road

Description: Remove side deck and build an attached garage in front & rear yard (Bow St. and yard opposite Sycamore Rd.)

Zone SR-B	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	12	30
Existing	22	-	30
Proposed	12.3	-	25.6

Relief Required: Variance

As a result of amendment: If the front yard (Bow St.) is considered a side yard this proposal would be by-right.







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Corner Lot Setback Example– 280 First St.

Description: Build 2-story addition in front & rear yards (Highview Ave and yards opposite Highview Ave and First St.)

Zone UR-A	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	10	20
Existing	12.9 (Highview Ave)	-	9
Proposed	14	-	9

Relief Required: Variance

As a result of amendment:

Change to front yard: if the front yard is considered a side yard this proposal would be by-right.

Change to rear yard: If the yard with the shallower depth is considered a side yard & yard with the deeper depth shall be considered a rear yard, the proposal would be by-right if it was reduced by 1 ft.







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Structure Definition

Proposal: Amend Section 235-5 *STRUCTURE* Definition

Structure Definition

- The Zoning Ordinance currently defines retaining walls and fences as structures triggering accessory building/structure setback requirements per Section 235-24.B unless exempted by variance

ACCESSORY BUILDINGS AND OTHER STRUCTURES DIMENSIONAL REGULATION

District	Maximum Coverage (percent of required rear yard area)[1]	Distance From Lot Line (feet)		Building Heig (feet)
		Front	Side and Rear	
SR	25%	20	10	20
SR-A	25%	20	10	20
SR-B	40%	15	10	20
UR-A	50%	15	4[2]	20
UR-B	50%	15	4[2]	20
UR-C	50%	15	4[2]	20
UR-D	50%	15	4[2]	20

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Structure Definition

- Retaining walls & fences are often on or close to a property line and it was likely not the intent of the regulation for setbacks to apply
- Removing retaining wall and fence from the definition of structure will resolve this issue

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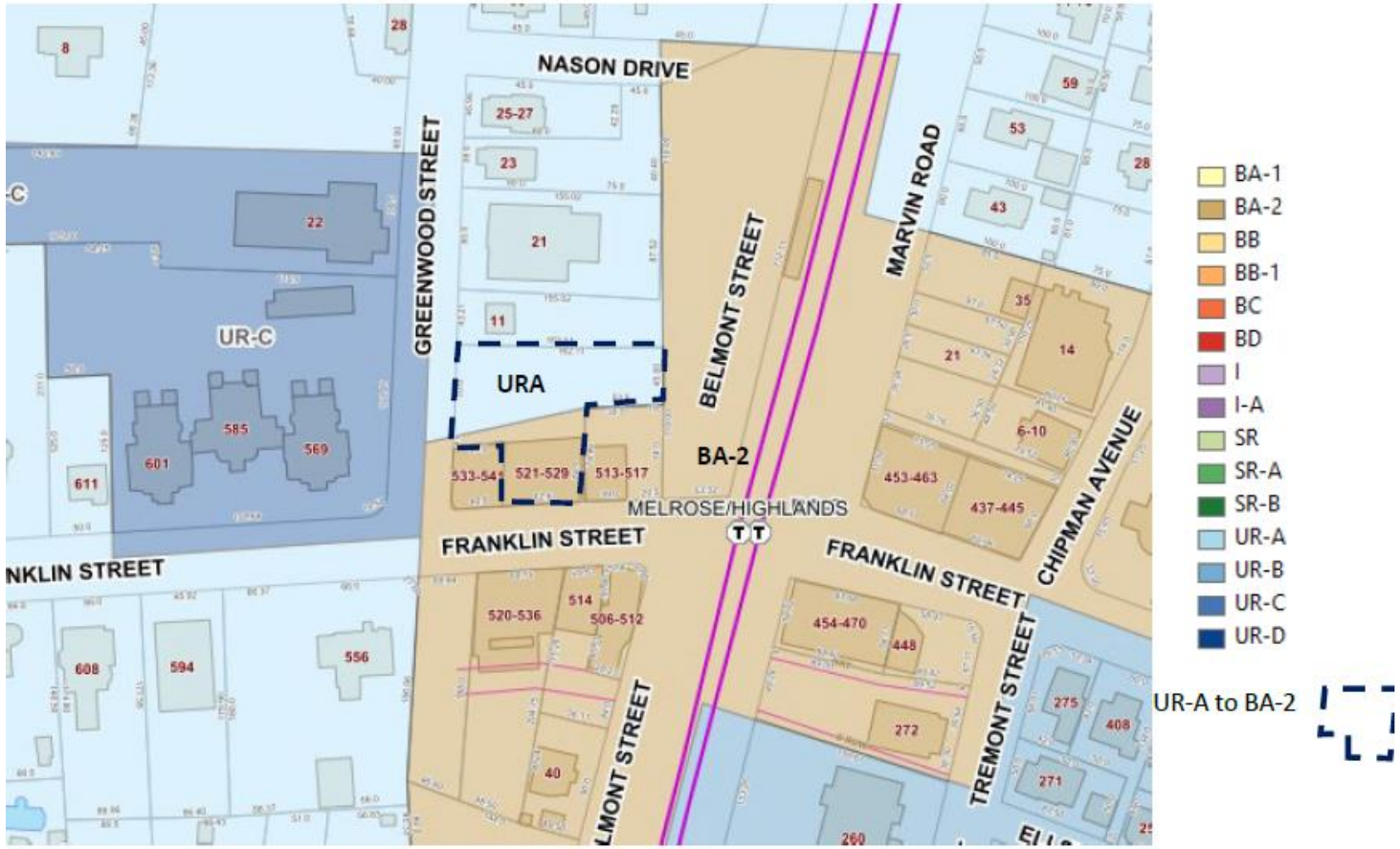
BA-2 Zoning District Line Change at 521-529 Franklin St.

Proposal: Amend Section 235-8 Changes to map

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BA-2 Zoning District Line Change at 521-529 Franklin St.

- 521-529 Franklin St. is split into two zoning districts: BA-2 and URA
- The split zoning complicates refinancing and insuring this property
- The best use of this property is in line with uses permitted in the BA-2



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Retail Food Establishment Definition

Proposal: Amend Section 235-5 *RETAIL FOOD ESTABLISHMENT* Definition

Retail Food Establishment Definition

- This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption in line with the City's new liquor laws

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In-law Apartment Definition

Proposal: Amend Section 235-5 *IN-LAW APARTMENT* Definition

In-law Apartment Definition

- The definition of in-law apartments is overly restrictive as it prohibits this use in houses that have had additions or alterations after January 1, 1990
- Removing Section F & revising Section G will allow for alterations and additions, while still restricting the size of the unit
- Additions would need to conform to dimensional regulations in the district & a special permit is still required for the use

SECTION 235-5

IN-LAW APARTMENT

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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In-law Apartment Definition

- The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments where all other provisions are met
- This amendment is also identified as an action item in the Melrose Forward Master Pan

Housing

Recommendations

Goal 1: Encourage the creation of housing units that are affordable to a broad range of incomes.

Strategy 1.1: Promote regulations that permit a variety of residential types, ensuring Melrose residents of all ages and incomes can remain in Melrose.

Action 1.1.1: Consider amending the Zoning Ordinance to decrease restrictions on in-law apartments.

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Votes for Special Permit Approval & Term

Proposal: Amend Section 235-62 Special Permit Procedure

Votes for Special Permit Approval & Term

Votes for Approval

This amendment updates the zoning ordinance to be consistent with the recent changes to MGL Chapter 40A including:

- Reducing number of votes to grant zoning approvals related to multifamily housing, mixed-use development, and reduced parking, from 2/3 supermajority to simple majority

Special Permit Term

This amendment increases the time allowed to exercise a special permit reflecting an opt-in change to MGL Chapter 40A from 2 to 3 years

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Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

Proposal: Amend Section 235-25.K and 235-25.L

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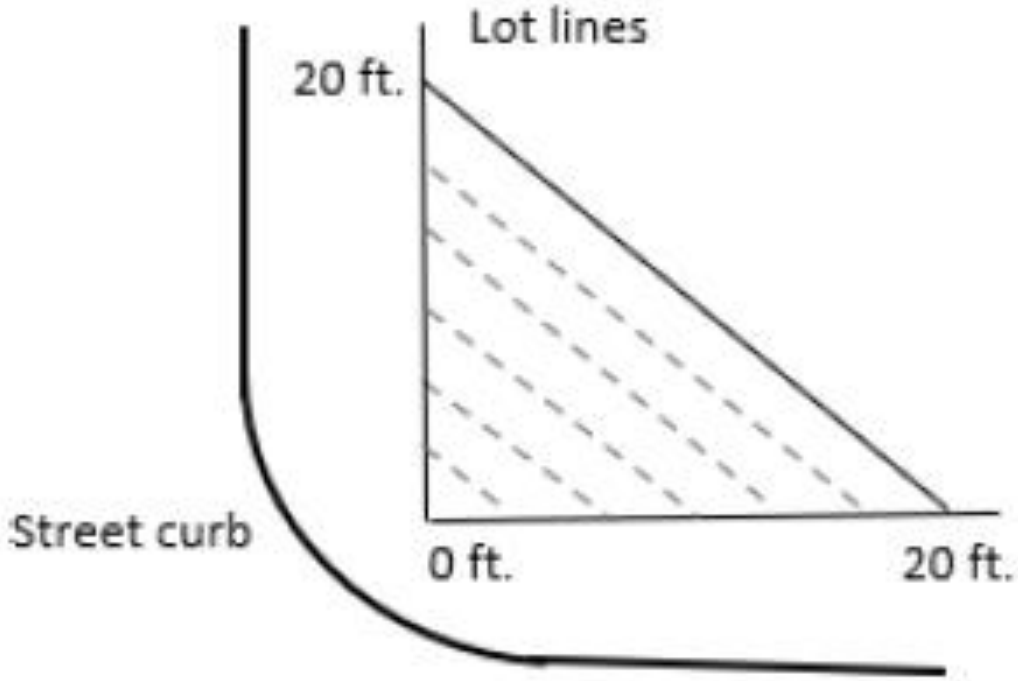
Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

- OPCD has received requests from the public and elected officials to clarify Sections 235-25.K &-25.L of the code which are confusing and easily misinterpreted
- The purpose of these regulations is to ensure visibility and safety by regulating the height of fences and other structures on corner lots and in front yards and to maintain an interesting streetscape

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Sight Lines and Fence Height in Front Yard on Corner Lots

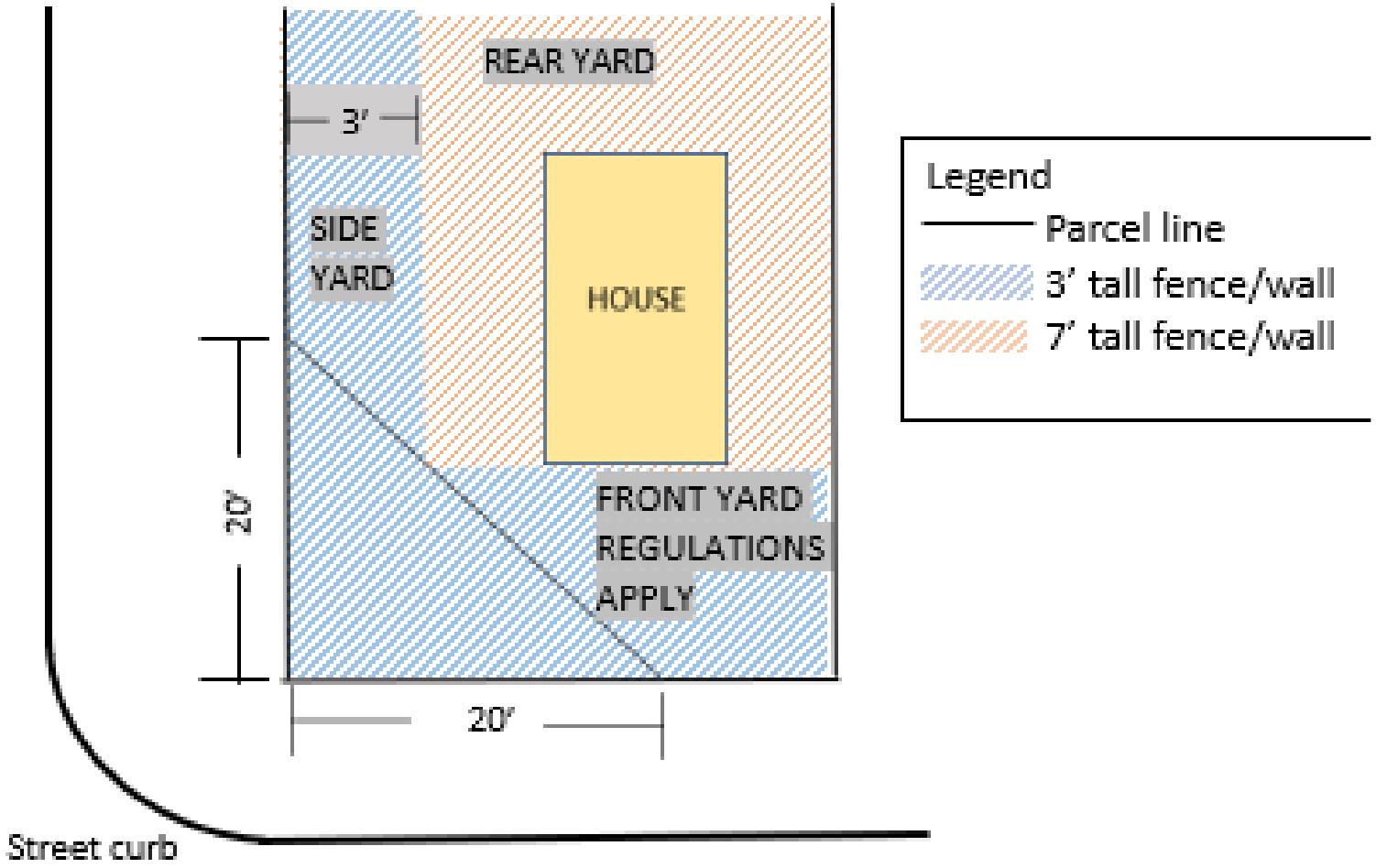
- The proposed measurements were carefully selected based on the existing code, codes in other cities and towns, traffic safety regulations, and a setback analysis conducted by OPCD Staff
- The amendment proposes that within a triangular area formed by measuring 20 ft. from the intersection of the property lot lines, a structure cannot exceed 3 ft. in height



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Sight Lines and Fence Height in Front Yard on Corner Lots

- Beyond the triangular area
  - In the side yard structures may be taller if they are setback 3 ft. from the property line
  - In the front yard structures follow the front yard regulations



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Sight Lines and Fence Height in Front Yard on Corner Lot-- Do's and Don'ts









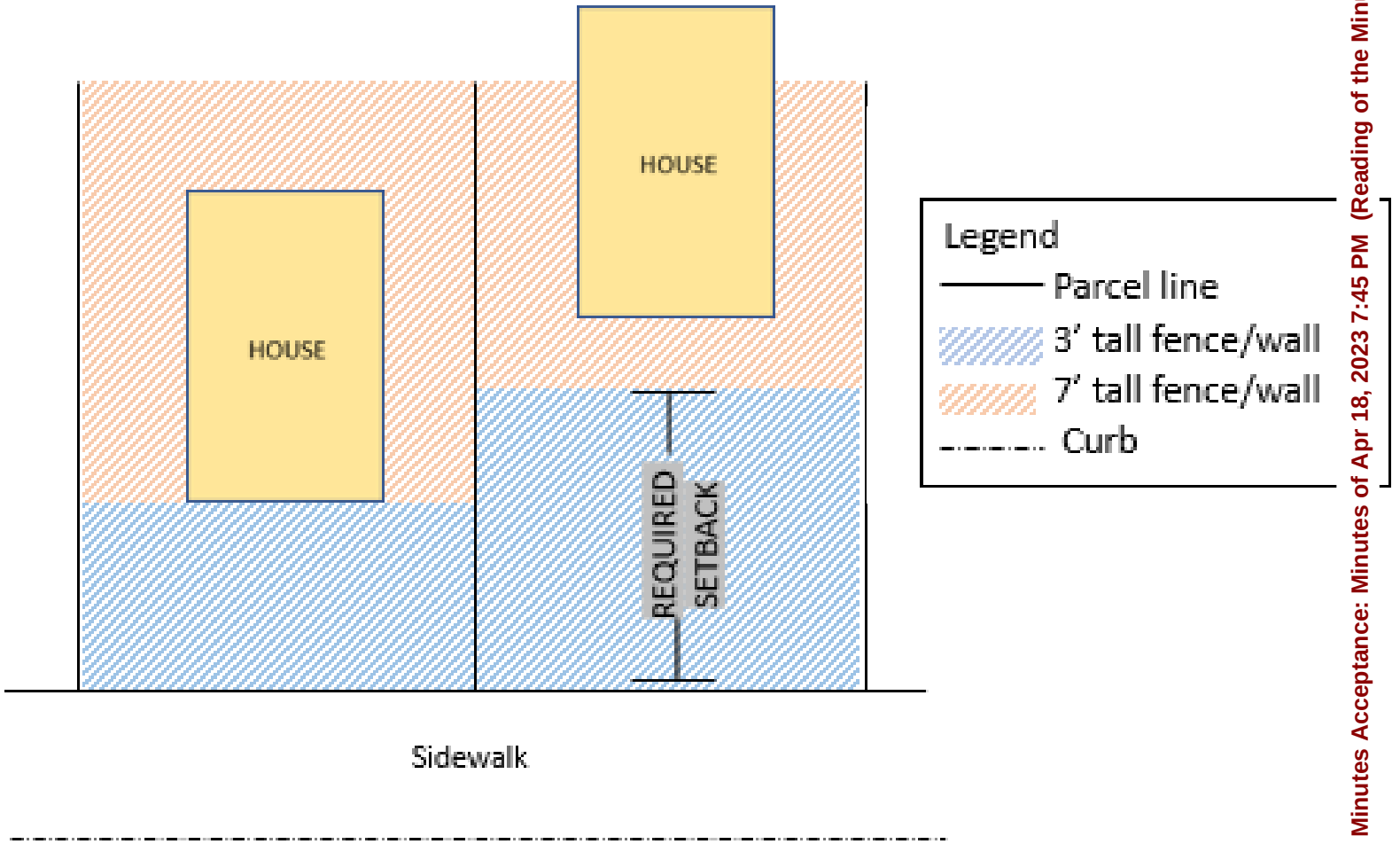




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Sight Lines and Fence Height in Front Yards on Non-Corner Lots

- For non-corner lots, the amendment proposes that within the front yard setback or from the line of the existing primary structure to the lot line (whichever is less), a fence, wall, or similar structure will not be taller than 3 ft.
- Beyond the setback or the line of the existing primary structure, fences and walls may be up to 7 ft. tall



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Sight Lines and Fence Height in Front Yard -- Do's and Don'ts









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Site Plan Review Criteria

Proposal: Amend Section 235-16.1.E(5) Site Plan Approval

Site Plan Approval Criteria

- In relation to Section 235-25.K & -25.L, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites during the Site Plan Review process

SECTION §235-16.1.E(5)

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets

Proposal: Amend General Code to include vegetation height and shift enforcement from Building Inspector to Department of Public Works

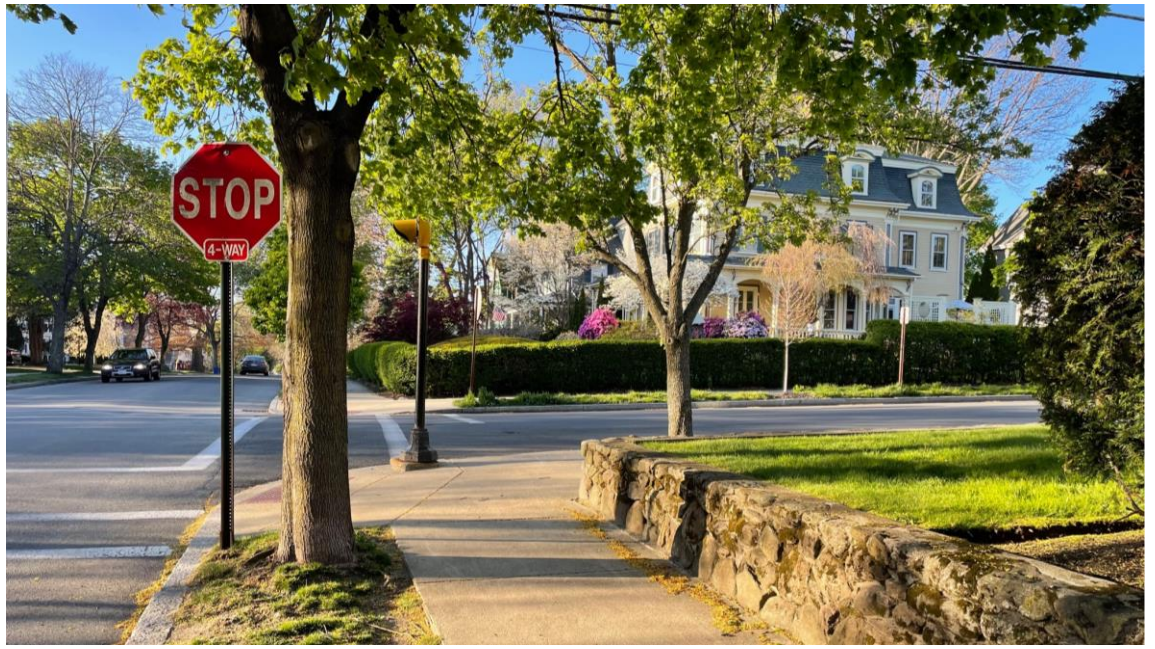
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Vegetation Height for Corner Lots & in Yards along Streets

- Vegetation is proposed to be moved from Sections 235-25.K & -25.L of the MZO to the General Code shifting enforcement responsibility from the Building Commissioner to the DPW, which oversees vegetation maintenance throughout the City
- In removing vegetation from the zoning ordinance, existing vegetation will not be deemed legally nonconforming, allowing for enforcement of new and existing vegetation
- The Director of Public Works may use discretion in determining if existing vegetation creates a safety hazard

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges & any other leafy vegetation are regulated to:
  - Promote driver and pedestrian safety by ensuring no obstructions in the public way
  - Maintain an interesting, pedestrian friendly streetscape

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges can be up to 3 ft tall and leafy vegetation cannot obstruct view within 3 feet of front yards or side yards
- This proposal also limits height following the same 20 ft. measurements for corner lots as Section 235-25.K







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Unit Size

Proposal: Amend Section 235-25.I

Unit Size

- The zoning code's restrictions on dwelling unit size prevent the City from complying with DHCD's guidelines on the new multi-family zoning requirements for MBTA Communities (MGL Chapter 40A Section 3A)
- To comply, zoning cannot restrict the size of residential units
- The proposed amendment removes minimum unit sizes requirements from the code

§ 235-25 Additional dimensional and density provisions.

I. The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.

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Unit Size

There are several mechanisms that will be used to prevent overcrowding (a rare occurrence in Melrose):

- ✓ Health and State Building Code regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls
- ✓ Zoning district regulations controlling the number of units include lot area, FAR, and/or height and setback restrictions
- ✓ Market demand controls unit size

235 Attachment 2

City of Melrose

Table of Dimensional and Density Regulations

[Adopted 4-6-2015 by Ord. No. 2015-90; 6-7-2021 by Order No. 2021-96]

District	Use	Minimum Lot Area (square feet or as noted)	Minimum Frontage and Lot Width (feet)	Minimum Lot Depth (feet)	Yards			Maximum Height (feet)	Maximum Stories	Maximum Coverage	Maximum Floor Area Ratio	Mini Op Sp
					Front (feet)	Side (feet)	Rear (feet)					
SR	Any permitted use	25,000	110	90	25	20	50	35	2 1/2	35%	None	50
SR-A	Any permitted use	15,000	100	90	25	15	40	35	2 1/2	35%	None	50
SR-B	Any permitted use	10,000	80	90	20	12	30	35	2 1/2	35%	None	40
UR-A	Townhouse	7,500 per dwelling unit	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Two-family dwelling	13,500	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Single-family dwelling	7,500	75	90	20	10	20	35	2 1/2	35%	None	35
	Any other permitted use	10,000	100	90	20	10	20	35	2 1/2	35%	None	35
UR-B	Single-family dwelling	7,500	75	90	20	10	15	35	2 1/2	50%	None	30
	Two-family and multifamily dwelling uses and townhouses	7,500 plus 3,000 for each dwelling unit more than 1	100	90	20	10[1]	15	35	2 1/2	50%[2]	None	30
	Any other permitted use	10,000	100	90	20	10[1]	15	35	2 1/2	50%	None	20

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Unit Size

- Eliminating unit size will allow the City to comply with MGL Chapter 40A Section 3A while still regulating density using other zoning provisions
- This will enable the City to have a variety of housing types in terms of size and cost, which is a goal of the Housing Production Plan

Housing Goals

MELROSEHPP

1. **Housing Mix.** Encourage a range of housing options and types to serve households with a variety of incomes and meet the diverse needs of current and future Melrose residents.
2. **Racial Equity.** Advance racial equity, promote inclusion, encourage wealth creation through housing access for people of color, and enrich the Melrose community through increased diversity.
3. **Affordable Housing.** Expand and preserve deed-restricted and subsidized Affordable Housing opportunities for low- and moderate-income households, including family households.
4. **Enhanced Neighborhoods.** Utilize housing as a tool to enhance existing Melrose neighborhoods, balancing development with other community priorities like open space, historic preservation, economic development, walkability, sustainability, and resilience.
5. **Community Engagement.** Promote an understanding of the role that housing plays in Melrose and the region through ongoing public engagement and discussion.

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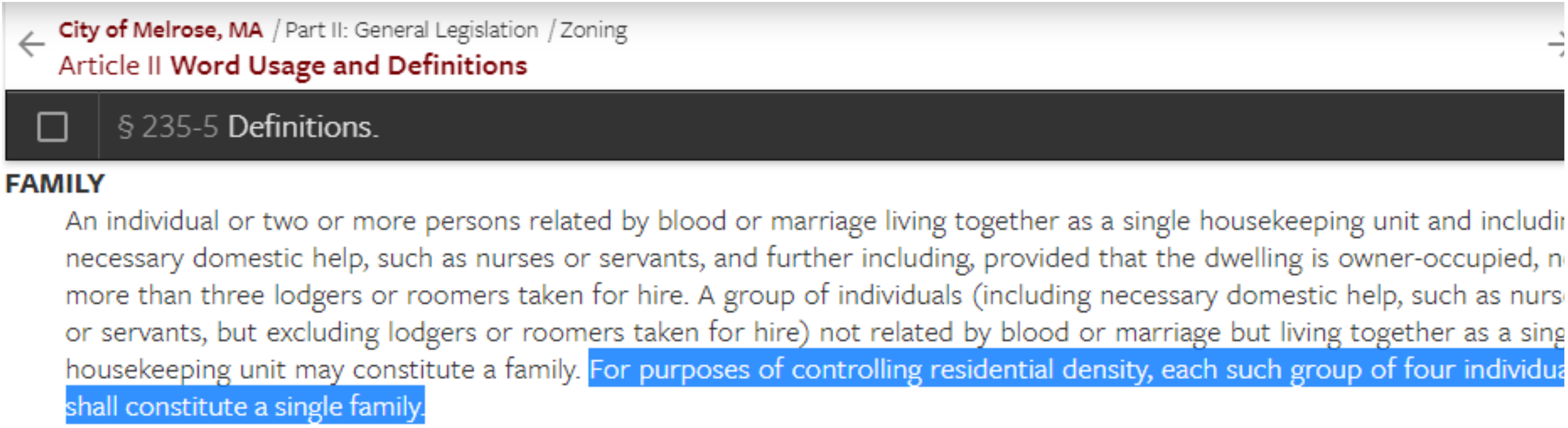
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Family & Dwelling Unit Definition

Proposal: Amend Section 235-5 *APARTMENT HOUSE; FAMILY; DWELLING, ONE-FAMILY; DWELLING, TWO-FAMILY; DWELLING, MULTIFAMILY* Definitions & Amend Section 235 Attachment 1

Family & Dwelling Unit Definition

- To comply with DHCD's new multi-family zoning requirements for MBTA Communities, the definition of family needs to be amended as zoning cannot limit the number of occupants in a unit
- Restricting occupancy based on biological or legal relationships can be discriminatory and does not address the purposes of zoning
- Biological families can have the same, less, or more of an impact on traffic, parking, overcrowding, etc. than a non-traditional family living together as a household



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Family & Dwelling Unit Definition

- The zoning code already defines Dwelling Unit and Multifamily Dwelling Unit
- Defining One-family and Two-family Dwelling Units instead of defining Family organizes the code in a more streamlined manner
- The Dwelling Unit definition establishes the primary intent of a residential unit being a space with complete living facilities occupied by people who share use of the space as a single housekeeping unit

§ 235-5 Definitions.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units and including an apartment house, garden apartment house and multifamily dwellings.

DWELLING UNIT

One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

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Family & Dwelling Unit Definition

- This amendment also strikes the definition of Apartment House from the zoning ordinance, the Table of Use and Parking Regulations, and the definition of Multifamily Dwelling
- The definition of Multifamily Dwelling duplicates the apartment house use rendering it obsolete
- The reference to garden apartment house is also eliminated from the definition of Multifamily Dwelling because it is no longer relevant

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chairman

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

March 27, 2023

The Honorable City Council
Of the City of Melrose, Massachusetts

Re: Report to City Council on Order 2023-59, Amending Melrose Revised Zoning Ordinance, Chapter 235, Various Provisions

To the Members of the City Council:

Pursuant to Massachusetts General Laws, Chapter 40A, Section 5, the City Council held a public hearing on the above-reference zoning amendments on March 6, 2023. The proposed amendments were initiated by the Planning Board to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. City Councilors had questions and comments regarding the proposed amendments, which were discussed at the public hearing. No one from the public appeared to comment or submitted written comments.

The Planning Board held a public hearing on the above-referenced zoning amendments on March 13, 2023, at the request of the City Council to hold separate hearings. No one from the public appeared to comment or submitted written comments. Members discussed the questions and comments raised by the City Councilors and responded to the feedback as detailed below.

Deed Restrictions for Properties with In-Law Apartments
Members of the City Council questioned if there should be deed restrictions for properties with In-Law Apartments. It was clarified that to establish an In-Law Apartment, Applicants must apply to the Board of Appeals for a special permit. Applicant must record the Board of Appeals' decision at the Registry of Deeds, which would appear during a title search.

In-Law Apartments Special Permits and Variances
Members of the City Council inquired about the volume of requests for variances for In-Law Apartments. Planning Staff determined that there have been 14 applications for In-Law Apartments since 2010, 8 of which required variances from §235-5 Definition of In-Law Apartments Standards F & G. All but one application was approved. The number of requests for In-Law Apartments is, on average, approximately one application per year. The proposed amendment is not expected to increase the volume in any meaningful way.

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BA-2 Zoning District Line Change at 521-529 Franklin Street
Members of the City Council questioned whether a proposal to change the lines of a zoning district should be included in this package of zoning amendments. The Planning Board noted that it is a best practice to have zoning districts follow parcel lines to avoid parcels being split into two different districts. In this instance, the direct abutters on either side of the property are commercial buildings and there are many other commercial and mixed uses in the direct vicinity, so the BA-2 designation for the entire parcel is logical and desirable. Furthermore, although not required by law, the Planning Office mailed notices with information about the amendments to abutters within 300 feet of the subject parcel. No comments from the public were received. The Planning Board continues to recommend including this district line change with the package of zoning amendments.

Translations for Proposed Amendments
The Planning Board discussed a comment by City Councilors regarding the accessibility of the zoning code and if the regulations were available in languages besides English. It was noted that the regulations are hosted on the Ecode360 website where the City Charter and most City Codes can be found. On the Ecode360 website there is a Google Translate tool available. Planning Staff suggested that the City could prepare written guidance for the public on specific provisions such as the updated fence and vegetation regulations and consider how best to offer the information in multiple languages.

Corner Lot Setbacks
Members of the City Council requested that the changes proposed for corner lots be reviewed for public safety. Planning Staff reviewed this amendment with the Police Chief and the Fire Chief and neither official expressed any concern. Both agreed that the recommended amendment is logical and will not create any safety hazards.

Differences Between a Lodging House/Unit and a Dwelling Unit
A member of the City Council inquired about the differences between lodging houses/units, and dwelling units. The Planning Board reviewed the definitions of "Dwelling" and "Dwelling Unit" in the Melrose Zoning Ordinance which are defined as follows:

- DWELLING: A privately or publicly owned permanent structure, whether owned by one or more persons or in condominium, which is occupied in whole or in part as the home residents or sleeping place of one or more persons. The term 'one-family, two-family or multifamily dwelling' shall not include a hotel, lodging house, hospital, membership club, mobile home or dormitory.
- DWELLING UNIT: One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

The definition of "Dwelling" specifically states that lodging houses are disparate from dwellings. Additionally, "Dwelling Units" are constituted by single housekeeping units.

The Planning Board also reviewed the definitions of "Lodging Unit" and "Lodging House" in the Melrose Zoning Ordinance which are defined as follows:

- LODGING UNIT: One or more rooms for the semi-permanent use of one, two or three individuals not living as a single housekeeping unit and not having cooking facilities. 'Lodging unit' shall include rooms in boardinghouses, lodging houses, tourist homes, or rooming houses. It

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shall not include convalescent, nursing or rest homes; dormitories of charitable, educational or philanthropic institutions; or apartments or hotels.

- LODGING HOUSE: A building containing for or more lodging units.

Residents in "Lodging Units" are not living as single housekeeping units as they would be in a "Dwelling Unit." Additionally, "Lodging Units" do not have cooking facilities whereas "Dwelling Units" must provide complete and permanent living facilities including provisions for cooking. Also, lodging houses require a license from the City Council and are only allowed in a few zoning districts. The Planning Board feels that the Melrose Zoning Ordinance clearly differentiates between lodging houses/units, and dwelling units and does not recommend any further changes.

Replacement of Existing Fences in Accordance with New Regulations
Members of the City Council wondered if property owners would be allowed to replace existing fences in-kind if they do not conform to the new regulations. The Planning Staff consulted with the Building Commissioner on this question. He explained that there are regulations on fence height and setbacks in the current code so fences that do not currently conform may be illegal. Fences that conformed to the old code and not the new code would be considered legally nonconforming and protected; however, if the fence was completely reconstructed it would need to comply with the new code. Repairing sections of a legally pre-existing nonconforming fence would be allowed by-right. The Building Commissioner confirmed that compliance with these regulations is primarily driven by complaints and that the City does not typically receive many fence complaints.

Front Yard Fence Height
A member of the City Council suggested that the proposed 3-foot front yard fence height may be too low for residents with pets. Pets that can jump over a 3-foot fence would either have to be kept in the side or rear yards or restrained by leash or other means. Alternatively, residents could request a variance from the proposed amendment in special cases where a taller front yard fence may be needed. The Planning Board continues to feel that the provision for 3-foot fence height in the front yard is reasonable and benefits the streetscape without limiting the use of pet owners' properties.

Special Permit Timeline
Members of City Council questioned if it is beneficial to increase the special permit timeline to three years. The Planning Board discussed how once projects are approved by the Planning Board or Zoning Board of Appeals, it often takes time to gather and complete all the necessary materials to obtain a building permit. In some cases, extending the special permit timeline may result in the development moving forward more quickly because the Applicant may not have to return for a new hearing due to an expiration of the project's permit.

This proposed amendment does not affect the timelines for variances or site plan approvals. Variances will still expire after one-year if unexercised, with the possibility of a six-month extension if requested prior to expiration. Site plan approvals are valid for two years with the possibility of an extension for good causes with a written request to the Planning Board.

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To summarize, the Planning Board does not recommend making any changes to the package of proposed zoning amendments originally submitted and reviewed during two separate public hearings. The Planning Board finds that the proposed zoning amendments are reasonable, fair and provide clarity. The amendments will create a more user-friendly code that complies with the Massachusetts General Laws and reduces the number of variance requests; this will in turn benefit both the Board of Appeals and residents by alleviating a significant financial and administrative burden. The Planning Board respectfully recommends that the City Council vote in favor of adopting the proposed zoning amendments as submitted and dated January 31, 2023.

If you have any further questions, or we can provide any additional information, please do not hesitate to contact us. We would be pleased to make ourselves available to you as you continue to deliberate on this issue.

Very truly yours,

Gregory Sampson

Gregory Sampson
Chairman

Attachment: Proposed Zoning Amendments, January 31, 2023

cc: Mayor Paul Brodeur
Shannon Phillips, City Solicitor
Albert Talarico, Building Commissioner
Denise Gaffey, City Planner
Members of the Planning Board
Members of the Board of Appeals

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CITY OF MELROSE

PLANNING BOARD

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GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

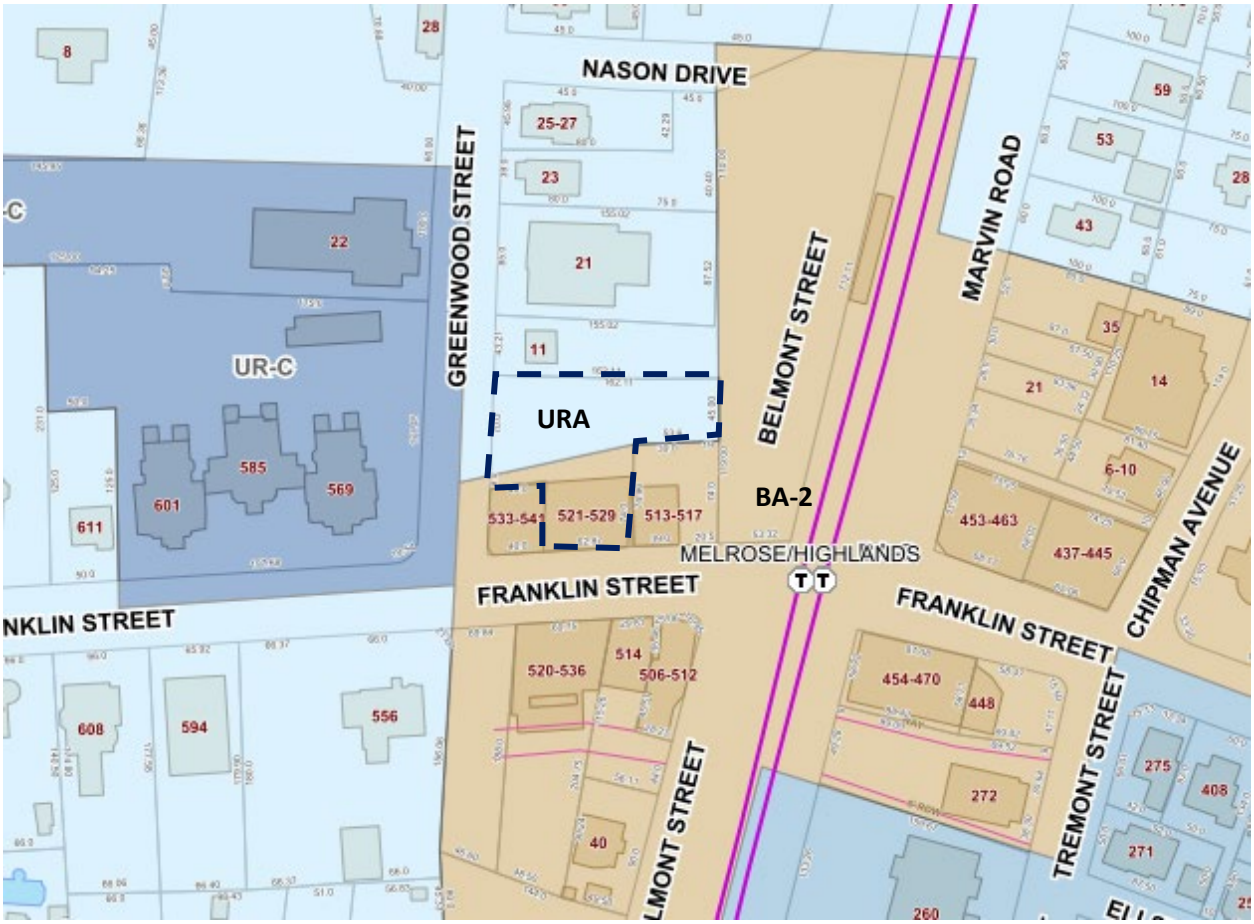
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

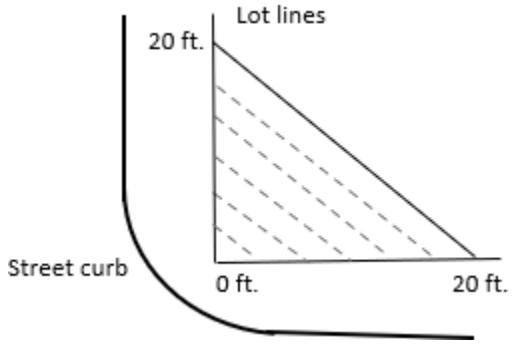
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	~~—~~	~~—~~	~~—~~	~~—~~	~~S~~	~~P~~	~~—~~	~~—~~	~~—~~	~~—~~	~~P~~	~~—~~	~~—~~	~~B~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE
CLERK OF COMMITTEES

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4100

ANDREW A. GHOBRIAL
Clerk of Committees

MEMORANDUM

TO: Melrose Honorable City Council

FROM: Andrew Ghobrial, Clerk of Committees

DATE: April 12, 2023

RE: Melrose Zoning Ordinance Votes

On Monday, April 10th a motion was made to divide the Melrose Zoning Ordinance Order 2023-59 into eleven parts: one for each of the contents of Zoning Ordinance Package. Accordingly, due to software limitations in Granicus, the order was duplicated ten times to reflect each vote taken. Come Tuesday, you will see a total of eleven orders encompassing each of the votes taken:

1. **Order 2023-59** - Corner Lot Setbacks: Recommended for passage (11 votes)
2. **Order 2023-83** - Structure Definition: Recommended for passage (11 votes)
3. **Order 2023-81** - BA-2 Zoning District Line Change at 521-529 Franklin St: Recommended ought not to pass (6-5 vote)
4. **Order 2023-84** - Definition of Retail Food Establishment: Recommended for passage (11 votes)
5. **Order 2023-85** - Definition of In-Law Apartment: Recommended for passage (9-2 vote)
6. **Order 2023-86** - Votes for Special Permit Approval & Term: Recommended for passage (11 votes)
7. **Order 2023-87** - Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots: Recommended for passage (11 votes)
8. **Order 2023-88** - Site Plan Review Criteria: Recommended for passage (11 votes)
9. **Order 2023-82** - Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment: Tabled (11 votes)
10. **Order 2023-89** - Unit Size: Recommended for passage (11 votes)
11. **Order 2023-90** - Definition of Family & Dwelling Units: Recommended for passage (11 votes)

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CITY OF MELROSE

PLANNING BOARD

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Greg Sampson /DG

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

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STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

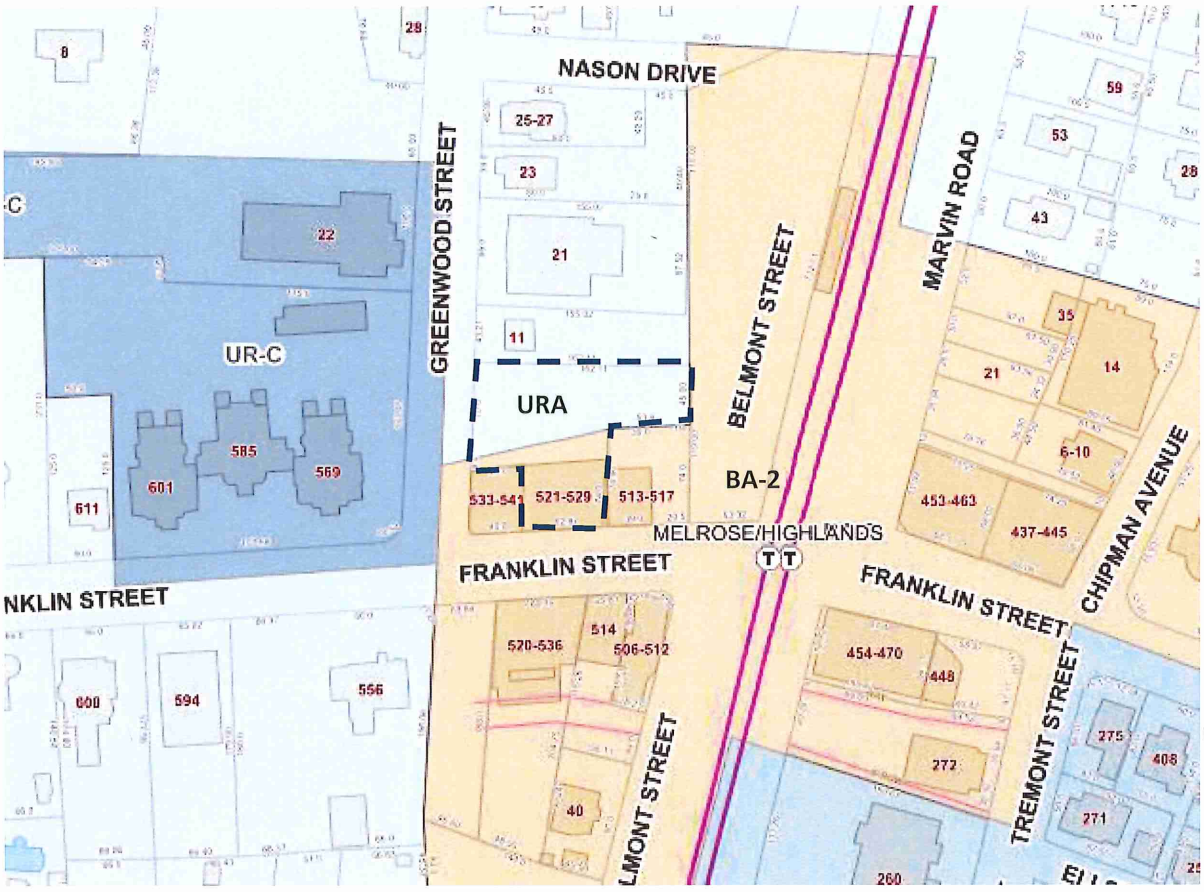
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

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Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

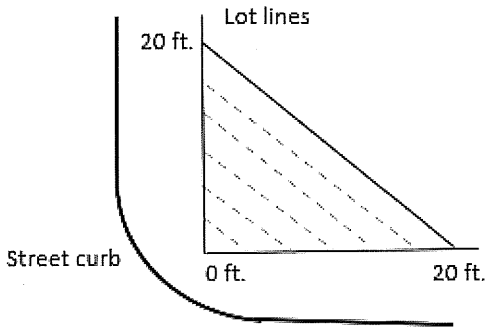
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Zoning Amendment Package 2023

Office of Planning and Community Development

March 6, 2023

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Overview

The proposed changes seek to clarify sections of the zoning ordinance for:

1. Easier interpretation and understanding
2. Compliance with MA General Laws
3. Reduction in number of variance requests for violations regularly approved by the Board of Appeals

<u>10 Proposed Zoning Amendments</u>

- Corner Lot Setbacks
- Structure Definition
- BA-2 Zoning District Line Change at 521-529 Franklin St.
- Retail Food Establishment Definition
- In-law Apartment Definition
- Votes for Special Permit Approval & Term
- Sight Lines and Fence Height in Front Yards on Corner & Non-Corner Lots
- Site Plan Approval Criteria
- Unit Size
- Family & Dwelling Definitions

<u>1 Proposed General Code Amendment</u>

- Vegetation Height for Corner Lots & Yards along Streets

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setbacks

Proposal: Amend Sections 235-5 *LOT,CORNER* and *LOT LINE, REAR* Definitions & 235-25.C, Additional dimensional and density provisions relating to corner lots

Corner Lot Setbacks

- This amendment allows properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets
- In the Planning Board's review of corner lot properties, allowing for side yard setback distances by Variance has not been detrimental to the streetscape or abutting properties
- Two yards often function as side yards and changing the ordinance allows the Owner to build a structure consistent with the use of the yard
- Removing the need for a Variance eliminates a hardship for the Owner
- Identified as an action item in the Melrose Forward Master Plan

Year	Number of Related Variance Cases	% ZBA Approved
2017	1	100%
2018	6	83%*
2019	10	100%
2020	8	75%**
2021	12	83%***
2022	1	100%

* 1 case was withdrawn
** 1 case denied due to other relief requested & 1 withd
*** 1 case denied due to rear yard issue & 1 withdrew

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Corner Lot Setback Example– 101 Sycamore Rd.

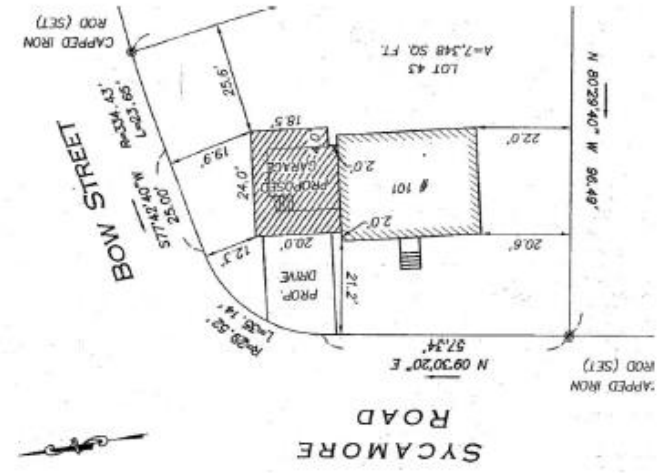
Address: 101 Sycamore Road

Description: Remove side deck and build an attached garage in front & rear yard (Bow St. and yard opposite Sycamore Rd.)

Zone SR-B	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	12	30
Existing	22	-	30
Proposed	12.3	-	25.6

Relief Required: Variance

As a result of amendment: If the front yard (Bow St.) is considered a side yard this proposal would be by-right.







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Corner Lot Setback Example– 280 First St.

Description: Build 2-story addition in front & rear yards (Highview Ave and yards opposite Highview Ave and First St.)

Zone UR-A	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	10	20
Existing	12.9 (Highview Ave)	-	9
Proposed	14	-	9

Relief Required: Variance

As a result of amendment:
Change to front yard: if the front yard is considered a side yard this proposal would be by-right.
Change to rear yard: If the yard with the shallower depth is considered a side yard & yard with the deeper depth shall be considered a rear yard, the proposal would be by-right if it was reduced by 1 ft.







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Structure Definition

Proposal: Amend Section 235-5 *STRUCTURE* Definition

Structure Definition

- The Zoning Ordinance currently defines retaining walls and fences as structures triggering accessory building/structure setback requirements per Section 235-24.B unless exempted by variance

ACCESSORY BUILDINGS AND OTHER STRUCTURES DIMENSIONAL REGULATION

District	Maximum Coverage (percent of required rear yard area)[1]	Distance From Lot Line (feet)		Building Heig (feet)
		Front	Side and Rear	
SR	25%	20	10	20
SR-A	25%	20	10	20
SR-B	40%	15	10	20
UR-A	50%	15	4[2]	20
UR-B	50%	15	4[2]	20
UR-C	50%	15	4[2]	20
UR-D	50%	15	4[2]	20

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Structure Definition

- Retaining walls & fences are often on or close to a property line and it was likely not the intent of the regulation for setbacks to apply
- Removing retaining wall and fence from the definition of structure will resolve this issue

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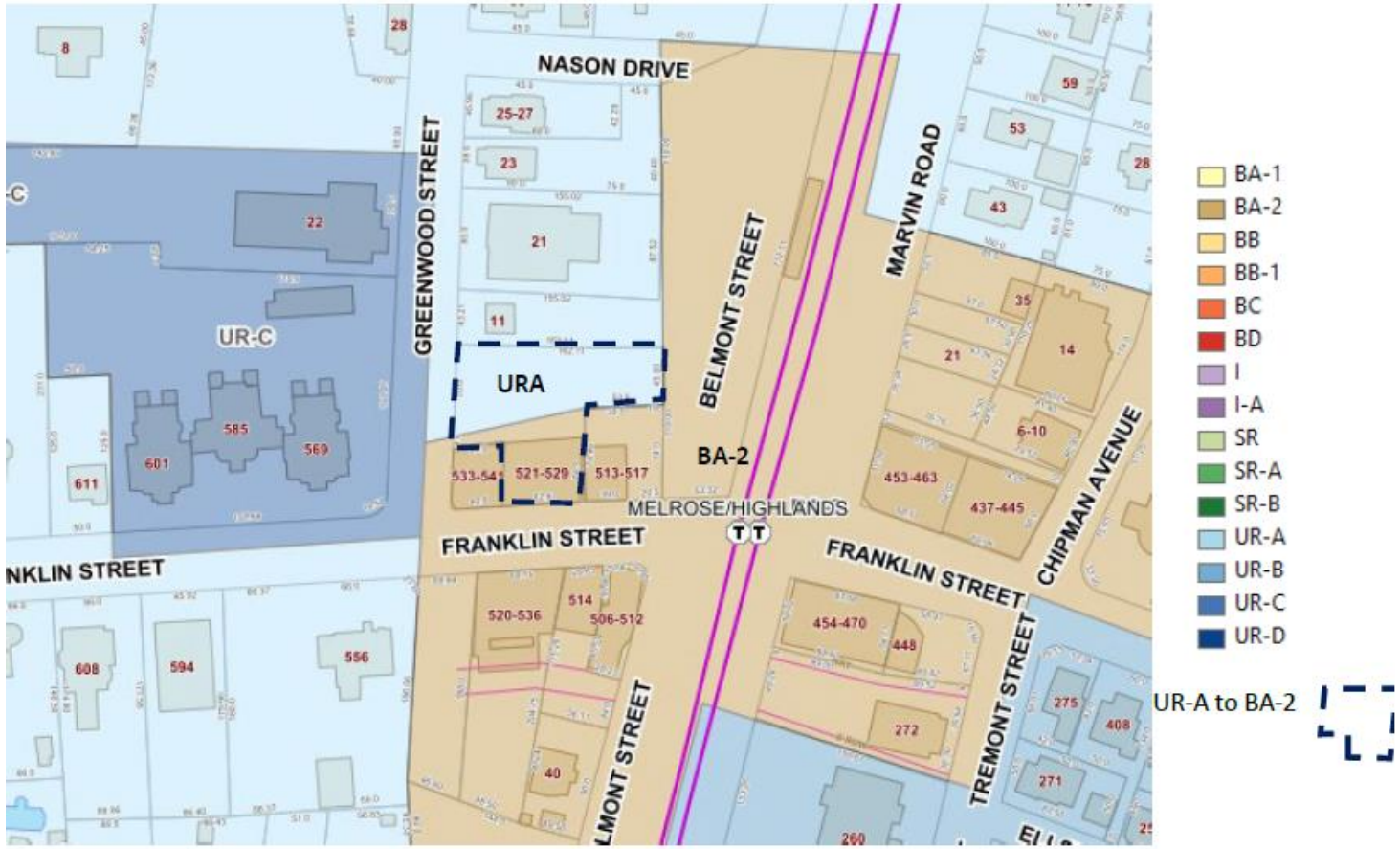
BA-2 Zoning District Line Change at 521-529 Franklin St.

Proposal: Amend Section 235-8 Changes to map

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

- 521-529 Franklin St. is split into two zoning districts: BA-2 and URA
- The split zoning complicates refinancing and insuring this property
- The best use of this property is in line with uses permitted in the BA-2



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Retail Food Establishment Definition

Proposal: Amend Section 235-5 *RETAIL FOOD ESTABLISHMENT* Definition

Retail Food Establishment Definition

- This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption in line with the City's new liquor laws

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

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In-law Apartment Definition

Proposal: Amend Section 235-5 *IN-LAW APARTMENT* Definition

In-law Apartment Definition

- The definition of in-law apartments is overly restrictive as it prohibits this use in houses that have had additions or alterations after January 1, 1990
- Removing Section F & revising Section G will allow for alterations and additions, while still restricting the size of the unit
- Additions would need to conform to dimensional regulations in the district & a special permit is still required for the use

SECTION 235-5

IN-LAW APARTMENT

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition

- The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments where all other provisions are met
- This amendment is also identified as an action item in the Melrose Forward Master Pan

Housing

Recommendations

Goal 1: Encourage the creation of housing units that are affordable to a broad range of incomes.

Strategy 1.1: Promote regulations that permit a variety of residential types, ensuring Melrose residents of all ages and incomes can remain in Melrose.

Action 1.1.1: Consider amending the Zoning Ordinance to decrease restrictions on in-law apartments.

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Votes for Special Permit Approval & Term

Proposal: Amend Section 235-62 Special Permit Procedure

Votes for Special Permit Approval & Term

Votes for Approval

This amendment updates the zoning ordinance to be consistent with the recent changes to MGL Chapter 40A including:

- Reducing number of votes to grant zoning approvals related to multifamily housing, mixed-use development, and reduced parking, from 2/3 supermajority to simple majority

Special Permit Term

This amendment increases the time allowed to exercise a special permit reflecting an opt-in change to MGL Chapter 40A from 2 to 3 years

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

Proposal: Amend Section 235-25.K and 235-25.L

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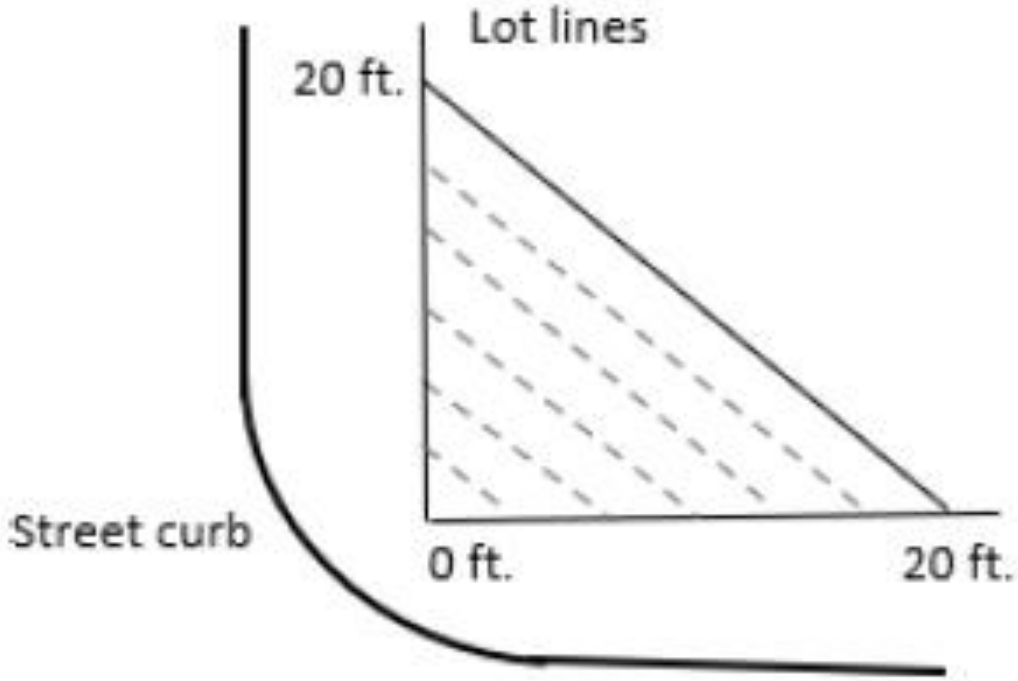
Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

- OPCD has received requests from the public and elected officials to clarify Sections 235-25.K &-25.L of the code which are confusing and easily misinterpreted
- The purpose of these regulations is to ensure visibility and safety by regulating the height of fences and other structures on corner lots and in front yards and to maintain an interesting streetscape

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Sight Lines and Fence Height in Front Yard on Corner Lots

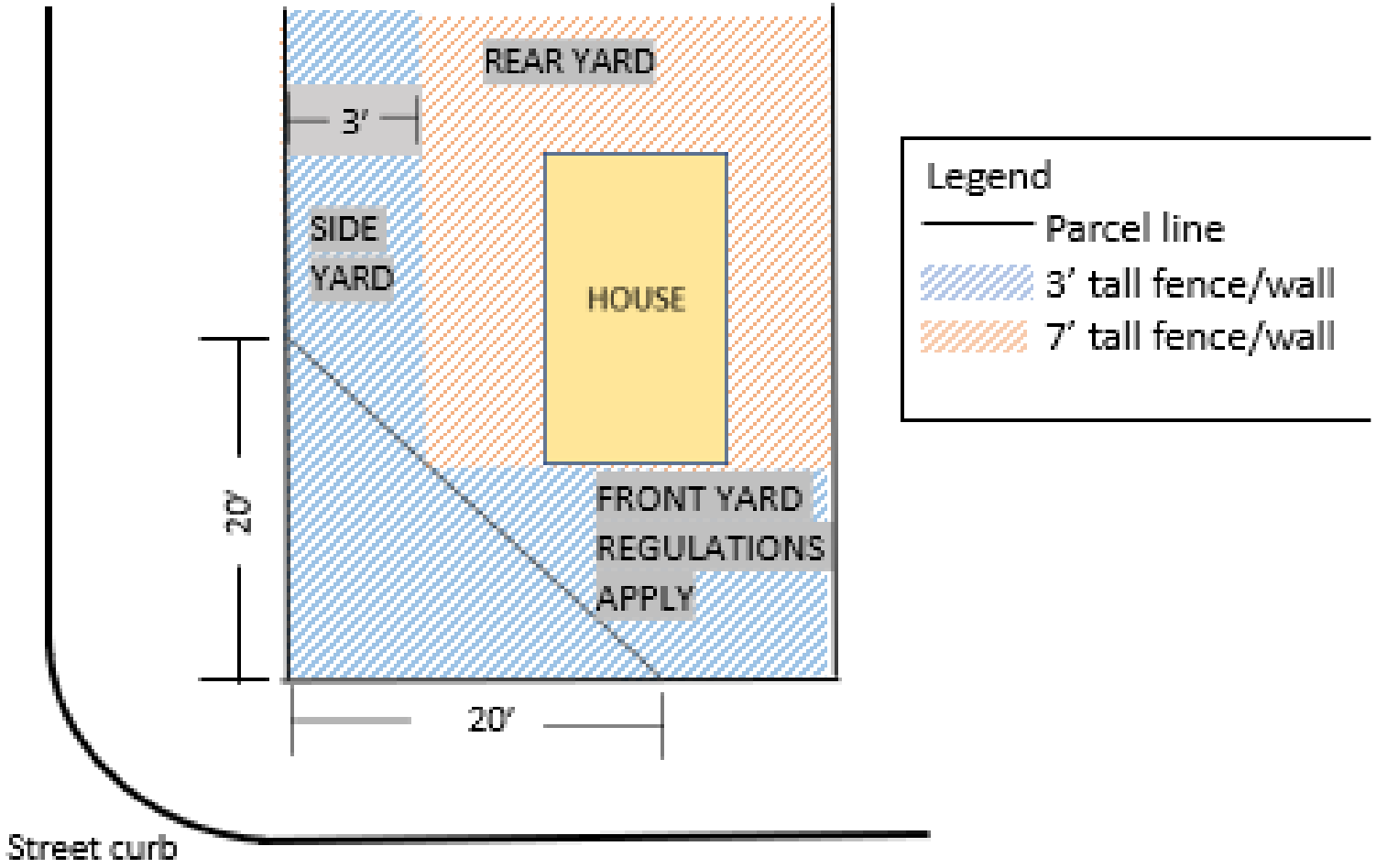
- The proposed measurements were carefully selected based on the existing code, codes in other cities and towns, traffic safety regulations, and a setback analysis conducted by OPCD Staff
- The amendment proposes that within a triangular area formed by measuring 20 ft. from the intersection of the property lot lines, a structure cannot exceed 3 ft. in height



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Sight Lines and Fence Height in Front Yard on Corner Lots

- Beyond the triangular area
  - In the side yard structures may be taller if they are setback 3 ft. from the property line
  - In the front yard structures follow the front yard regulations



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Sight Lines and Fence Height in Front Yard on Corner Lot-- Do's and Don'ts









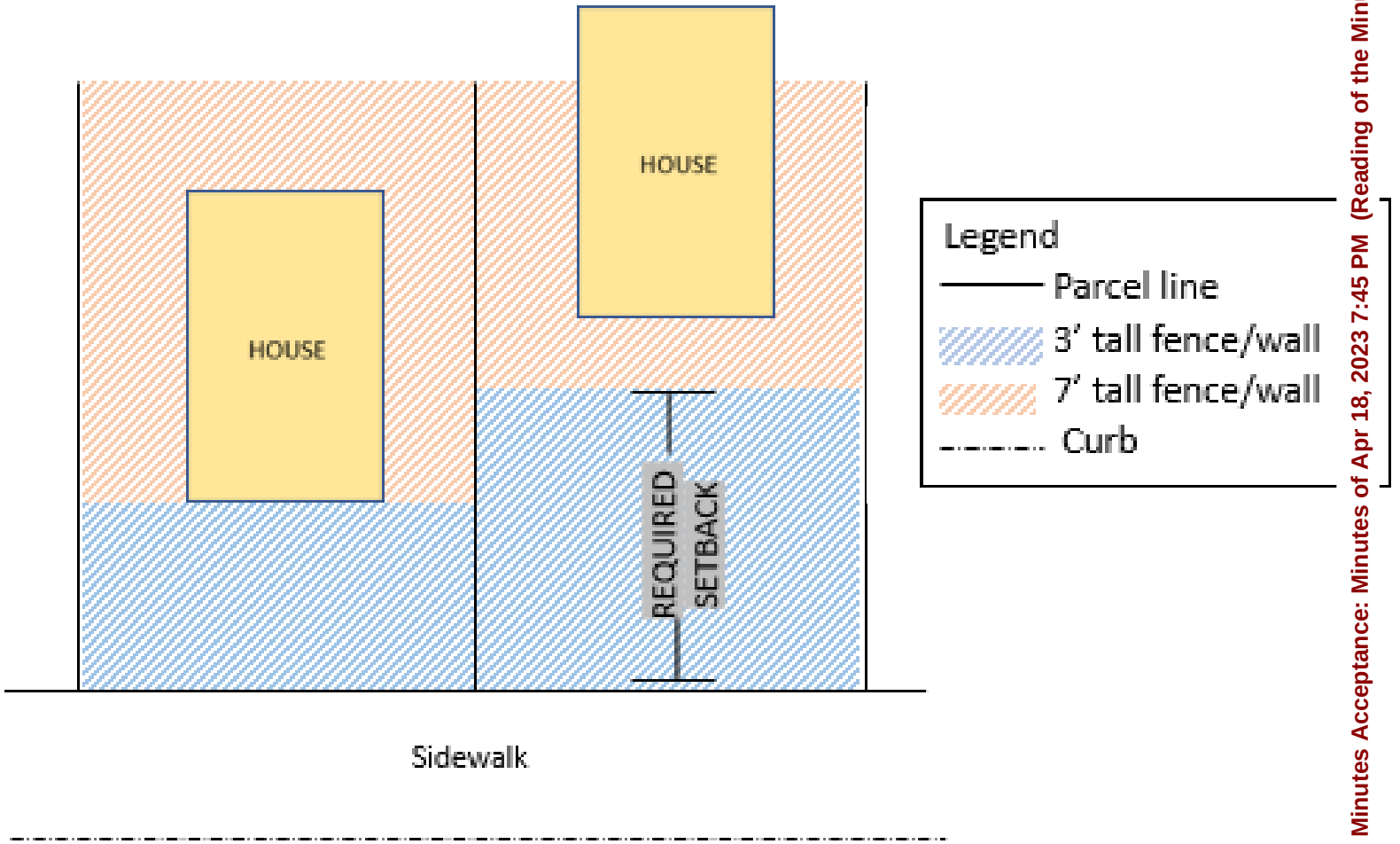




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Sight Lines and Fence Height in Front Yards on Non-Corner Lots

- For non-corner lots, the amendment proposes that within the front yard setback or from the line of the existing primary structure to the lot line (whichever is less), a fence, wall, or similar structure will not be taller than 3 ft.
- Beyond the setback or the line of the existing primary structure, fences and walls may be up to 7 ft. tall



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Sight Lines and Fence Height in Front Yard -- Do's and Don'ts









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Site Plan Review Criteria

Proposal: Amend Section 235-16.1.E(5) Site Plan Approval

Site Plan Approval Criteria

- In relation to Section 235-25.K & -25.L, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites during the Site Plan Review process

SECTION §235-16.1.E(5)

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets

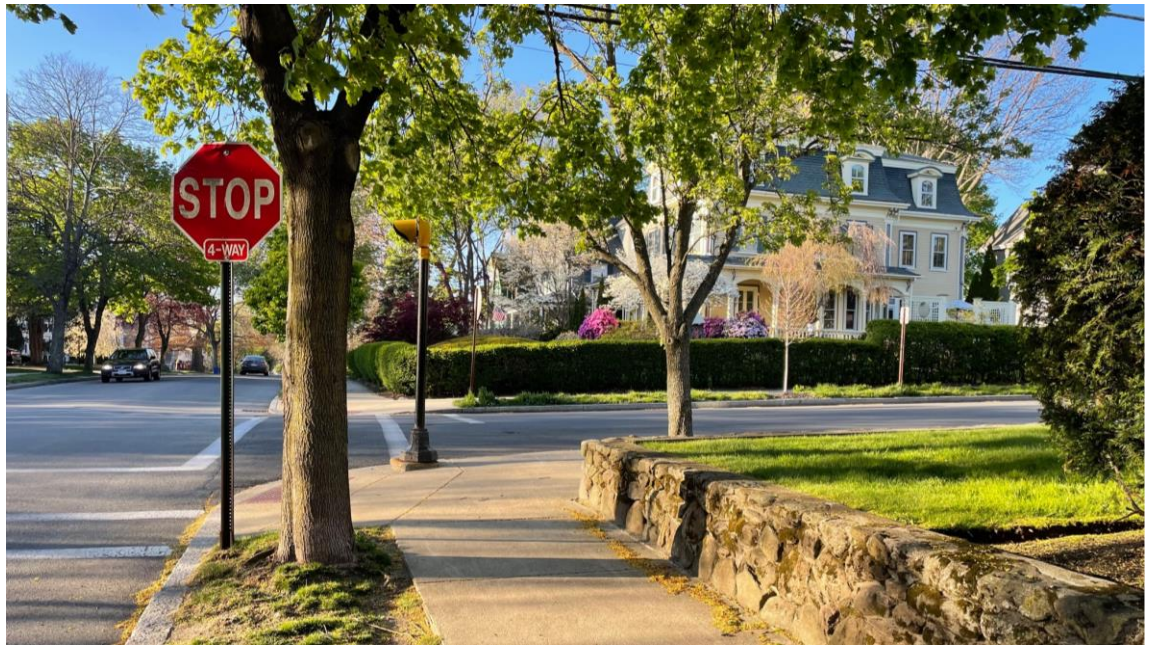
Proposal: Amend General Code to include vegetation height and shift enforcement from Building Inspector to Department of Public Works

Vegetation Height for Corner Lots & in Yards along Streets

- Vegetation is proposed to be moved from Sections 235-25.K & -25.L of the MZO to the General Code shifting enforcement responsibility from the Building Commissioner to the DPW, which oversees vegetation maintenance throughout the City
- In removing vegetation from the zoning ordinance, existing vegetation will not be deemed legally nonconforming, allowing for enforcement of new and existing vegetation
- The Director of Public Works may use discretion in determining if existing vegetation creates a safety hazard

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)





Vegetation Height for Corner Lots & in Yards along Streets

- Hedges & any other leafy vegetation are regulated to:
  - Promote driver and pedestrian safety by ensuring no obstructions in the public way
  - Maintain an interesting, pedestrian friendly streetscape

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges can be up to 3 ft tall and leafy vegetation cannot obstruct view within 3 feet of front yards or side yards
- This proposal also limits height following the same 20 ft. measurements for corner lots as Section 235-25.K







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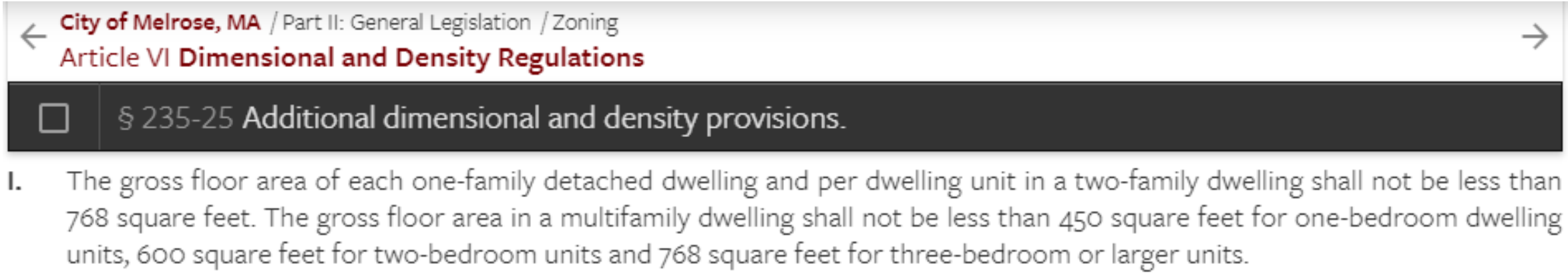
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Unit Size

Proposal: Amend Section 235-25.I

Unit Size

- The zoning code's restrictions on dwelling unit size prevent the City from complying with DHCD's guidelines on the new multi-family zoning requirements for MBTA Communities (MGL Chapter 40A Section 3A)
- To comply, zoning cannot restrict the size of residential units
- The proposed amendment removes minimum unit sizes requirements from the code



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Unit Size

There are several mechanisms that will be used to prevent overcrowding (a rare occurrence in Melrose):

- ✓ Health and State Building Code regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls
- ✓ Zoning district regulations controlling the number of units include lot area, FAR, and/or height and setback restrictions
- ✓ Market demand controls unit size

235 Attachment 2

City of Melrose

Table of Dimensional and Density Regulations

[Adopted 4-6-2015 by Ord. No. 2015-90; 6-7-2021 by Order No. 2021-96]

District	Use	Minimum Lot Area (square feet or as noted)	Minimum Frontage and Lot Width (feet)	Minimum Lot Depth (feet)	Yards			Maximum Height (feet)	Maximum Stories	Maximum Coverage	Maximum Floor Area Ratio	Mini Op Sp
					Front (feet)	Side (feet)	Rear (feet)					
SR	Any permitted use	25,000	110	90	25	20	50	35	2 1/2	35%	None	50
SR-A	Any permitted use	15,000	100	90	25	15	40	35	2 1/2	35%	None	50
SR-B	Any permitted use	10,000	80	90	20	12	30	35	2 1/2	35%	None	40
UR-A	Townhouse	7,500 per dwelling unit	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Two-family dwelling	13,500	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Single-family dwelling	7,500	75	90	20	10	20	35	2 1/2	35%	None	35
	Any other permitted use	10,000	100	90	20	10	20	35	2 1/2	35%	None	35
UR-B	Single-family dwelling	7,500	75	90	20	10	15	35	2 1/2	50%	None	30
	Two-family and multifamily dwelling uses and townhouses	7,500 plus 3,000 for each dwelling unit more than 1	100	90	20	10[1]	15	35	2 1/2	50%[2]	None	30
	Any other permitted use	10,000	100	90	20	10[1]	15	35	2 1/2	50%	None	20

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Unit Size

- Eliminating unit size will allow the City to comply with MGL Chapter 40A Section 3A while still regulating density using other zoning provisions
- This will enable the City to have a variety of housing types in terms of size and cost, which is a goal of the Housing Production Plan

Housing Goals

MELROSEHPP

1. **Housing Mix.** Encourage a range of housing options and types to serve households with a variety of incomes and meet the diverse needs of current and future Melrose residents.
2. **Racial Equity.** Advance racial equity, promote inclusion, encourage wealth creation through housing access for people of color, and enrich the Melrose community through increased diversity.
3. **Affordable Housing.** Expand and preserve deed-restricted and subsidized Affordable Housing opportunities for low- and moderate-income households, including family households.
4. **Enhanced Neighborhoods.** Utilize housing as a tool to enhance existing Melrose neighborhoods, balancing development with other community priorities like open space, historic preservation, economic development, walkability, sustainability, and resilience.
5. **Community Engagement.** Promote an understanding of the role that housing plays in Melrose and the region through ongoing public engagement and discussion.

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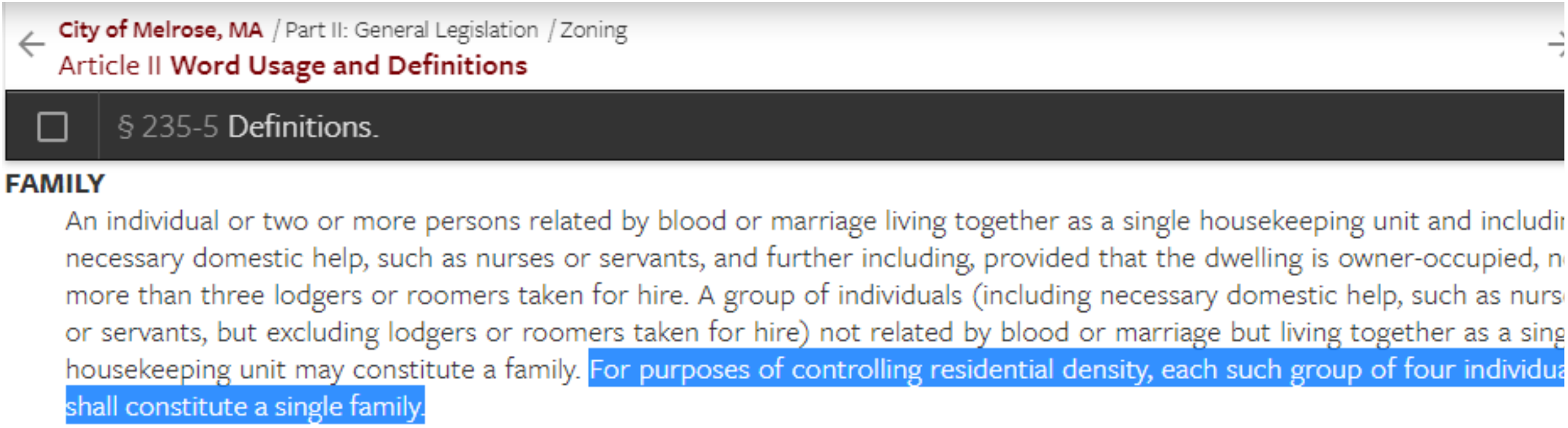
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Family & Dwelling Unit Definition

Proposal: Amend Section 235-5 *APARTMENT HOUSE; FAMILY; DWELLING, ONE-FAMILY; DWELLING, TWO-FAMILY; DWELLING, MULTIFAMILY* Definitions & Amend Section 235 Attachment 1

Family & Dwelling Unit Definition

- To comply with DHCD's new multi-family zoning requirements for MBTA Communities, the definition of family needs to be amended as zoning cannot limit the number of occupants in a unit
- Restricting occupancy based on biological or legal relationships can be discriminatory and does not address the purposes of zoning
- Biological families can have the same, less, or more of an impact on traffic, parking, overcrowding, etc. than a non-traditional family living together as a household



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Family & Dwelling Unit Definition

- The zoning code already defines Dwelling Unit and Multifamily Dwelling Unit
- Defining One-family and Two-family Dwelling Units instead of defining Family organizes the code in a more streamlined manner
- The Dwelling Unit definition establishes the primary intent of a residential unit being a space with complete living facilities occupied by people who share use of the space as a single housekeeping unit

§ 235-5 Definitions.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units and including an apartment house, garden apartment house and multifamily dwellings.

DWELLING UNIT

One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

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Family & Dwelling Unit Definition

- This amendment also strikes the definition of Apartment House from the zoning ordinance, the Table of Use and Parking Regulations, and the definition of Multifamily Dwelling
- The definition of Multifamily Dwelling duplicates the apartment house use rendering it obsolete
- The reference to garden apartment house is also eliminated from the definition of Multifamily Dwelling because it is no longer relevant

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chairman

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

March 27, 2023

The Honorable City Council
Of the City of Melrose, Massachusetts

Re: Report to City Council on Order 2023-59, Amending Melrose Revised Zoning Ordinance, Chapter 235, Various Provisions

To the Members of the City Council:

Pursuant to Massachusetts General Laws, Chapter 40A, Section 5, the City Council held a public hearing on the above-reference zoning amendments on March 6, 2023. The proposed amendments were initiated by the Planning Board to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. City Councilors had questions and comments regarding the proposed amendments, which were discussed at the public hearing. No one from the public appeared to comment or submitted written comments.

The Planning Board held a public hearing on the above-referenced zoning amendments on March 13, 2023, at the request of the City Council to hold separate hearings. No one from the public appeared to comment or submitted written comments. Members discussed the questions and comments raised by the City Councilors and responded to the feedback as detailed below.

Deed Restrictions for Properties with In-Law Apartments
Members of the City Council questioned if there should be deed restrictions for properties with In-Law Apartments. It was clarified that to establish an In-Law Apartment, Applicants must apply to the Board of Appeals for a special permit. Applicant must record the Board of Appeals' decision at the Registry of Deeds, which would appear during a title search.

In-Law Apartments Special Permits and Variances
Members of the City Council inquired about the volume of requests for variances for In-Law Apartments. Planning Staff determined that there have been 14 applications for In-Law Apartments since 2010, 8 of which required variances from §235-5 Definition of In-Law Apartments Standards F & G. All but one application was approved. The number of requests for In-Law Apartments is, on average, approximately one application per year. The proposed amendment is not expected to increase the volume in any meaningful way.

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BA-2 Zoning District Line Change at 521-529 Franklin Street
Members of the City Council questioned whether a proposal to change the lines of a zoning district should be included in this package of zoning amendments. The Planning Board noted that it is a best practice to have zoning districts follow parcel lines to avoid parcels being split into two different districts. In this instance, the direct abutters on either side of the property are commercial buildings and there are many other commercial and mixed uses in the direct vicinity, so the BA-2 designation for the entire parcel is logical and desirable. Furthermore, although not required by law, the Planning Office mailed notices with information about the amendments to abutters within 300 feet of the subject parcel. No comments from the public were received. The Planning Board continues to recommend including this district line change with the package of zoning amendments.

Translations for Proposed Amendments
The Planning Board discussed a comment by City Councilors regarding the accessibility of the zoning code and if the regulations were available in languages besides English. It was noted that the regulations are hosted on the Ecode360 website where the City Charter and most City Codes can be found. On the Ecode360 website there is a Google Translate tool available. Planning Staff suggested that the City could prepare written guidance for the public on specific provisions such as the updated fence and vegetation regulations and consider how best to offer the information in multiple languages.

Corner Lot Setbacks
Members of the City Council requested that the changes proposed for corner lots be reviewed for public safety. Planning Staff reviewed this amendment with the Police Chief and the Fire Chief and neither official expressed any concern. Both agreed that the recommended amendment is logical and will not create any safety hazards.

Differences Between a Lodging House/Unit and a Dwelling Unit
A member of the City Council inquired about the differences between lodging houses/units, and dwelling units. The Planning Board reviewed the definitions of "Dwelling" and "Dwelling Unit" in the Melrose Zoning Ordinance which are defined as follows:

- DWELLING: A privately or publicly owned permanent structure, whether owned by one or more persons or in condominium, which is occupied in whole or in part as the home residents or sleeping place of one or more persons. The term 'one-family, two-family or multifamily dwelling' shall not include a hotel, lodging house, hospital, membership club, mobile home or dormitory.
- DWELLING UNIT: One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

The definition of "Dwelling" specifically states that lodging houses are disparate from dwellings. Additionally, "Dwelling Units" are constituted by single housekeeping units.

The Planning Board also reviewed the definitions of "Lodging Unit" and "Lodging House" in the Melrose Zoning Ordinance which are defined as follows:

- LODGING UNIT: One or more rooms for the semi-permanent use of one, two or three individuals not living as a single housekeeping unit and not having cooking facilities. 'Lodging unit' shall include rooms in boardinghouses, lodging houses, tourist homes, or rooming houses. It

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shall not include convalescent, nursing or rest homes; dormitories of charitable, educational or philanthropic institutions; or apartments or hotels.

- LODGING HOUSE: A building containing for or more lodging units.

Residents in "Lodging Units" are not living as single housekeeping units as they would be in a "Dwelling Unit." Additionally, "Lodging Units" do not have cooking facilities whereas "Dwelling Units" must provide complete and permanent living facilities including provisions for cooking. Also, lodging houses require a license from the City Council and are only allowed in a few zoning districts. The Planning Board feels that the Melrose Zoning Ordinance clearly differentiates between lodging houses/units, and dwelling units and does not recommend any further changes.

Replacement of Existing Fences in Accordance with New Regulations
Members of the City Council wondered if property owners would be allowed to replace existing fences in-kind if they do not conform to the new regulations. The Planning Staff consulted with the Building Commissioner on this question. He explained that there are regulations on fence height and setbacks in the current code so fences that do not currently conform may be illegal. Fences that conformed to the old code and not the new code would be considered legally nonconforming and protected; however, if the fence was completely reconstructed it would need to comply with the new code. Repairing sections of a legally pre-existing nonconforming fence would be allowed by-right. The Building Commissioner confirmed that compliance with these regulations is primarily driven by complaints and that the City does not typically receive many fence complaints.

Front Yard Fence Height
A member of the City Council suggested that the proposed 3-foot front yard fence height may be too low for residents with pets. Pets that can jump over a 3-foot fence would either have to be kept in the side or rear yards or restrained by leash or other means. Alternatively, residents could request a variance from the proposed amendment in special cases where a taller front yard fence may be needed. The Planning Board continues to feel that the provision for 3-foot fence height in the front yard is reasonable and benefits the streetscape without limiting the use of pet owners' properties.

Special Permit Timeline
Members of City Council questioned if it is beneficial to increase the special permit timeline to three years. The Planning Board discussed how once projects are approved by the Planning Board or Zoning Board of Appeals, it often takes time to gather and complete all the necessary materials to obtain a building permit. In some cases, extending the special permit timeline may result in the development moving forward more quickly because the Applicant may not have to return for a new hearing due to an expiration of the project's permit.

This proposed amendment does not affect the timelines for variances or site plan approvals. Variances will still expire after one-year if unexercised, with the possibility of a six-month extension if requested prior to expiration. Site plan approvals are valid for two years with the possibility of an extension for good causes with a written request to the Planning Board.

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To summarize, the Planning Board does not recommend making any changes to the package of proposed zoning amendments originally submitted and reviewed during two separate public hearings. The Planning Board finds that the proposed zoning amendments are reasonable, fair and provide clarity. The amendments will create a more user-friendly code that complies with the Massachusetts General Laws and reduces the number of variance requests; this will in turn benefit both the Board of Appeals and residents by alleviating a significant financial and administrative burden. The Planning Board respectfully recommends that the City Council vote in favor of adopting the proposed zoning amendments as submitted and dated January 31, 2023.

If you have any further questions, or we can provide any additional information, please do not hesitate to contact us. We would be pleased to make ourselves available to you as you continue to deliberate on this issue.

Very truly yours,

Gregory Sampson

Gregory Sampson
Chairman

Attachment: Proposed Zoning Amendments, January 31, 2023

cc: Mayor Paul Brodeur
Shannon Phillips, City Solicitor
Albert Talarico, Building Commissioner
Denise Gaffey, City Planner
Members of the Planning Board
Members of the Board of Appeals

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CITY OF MELROSE

PLANNING BOARD

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GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

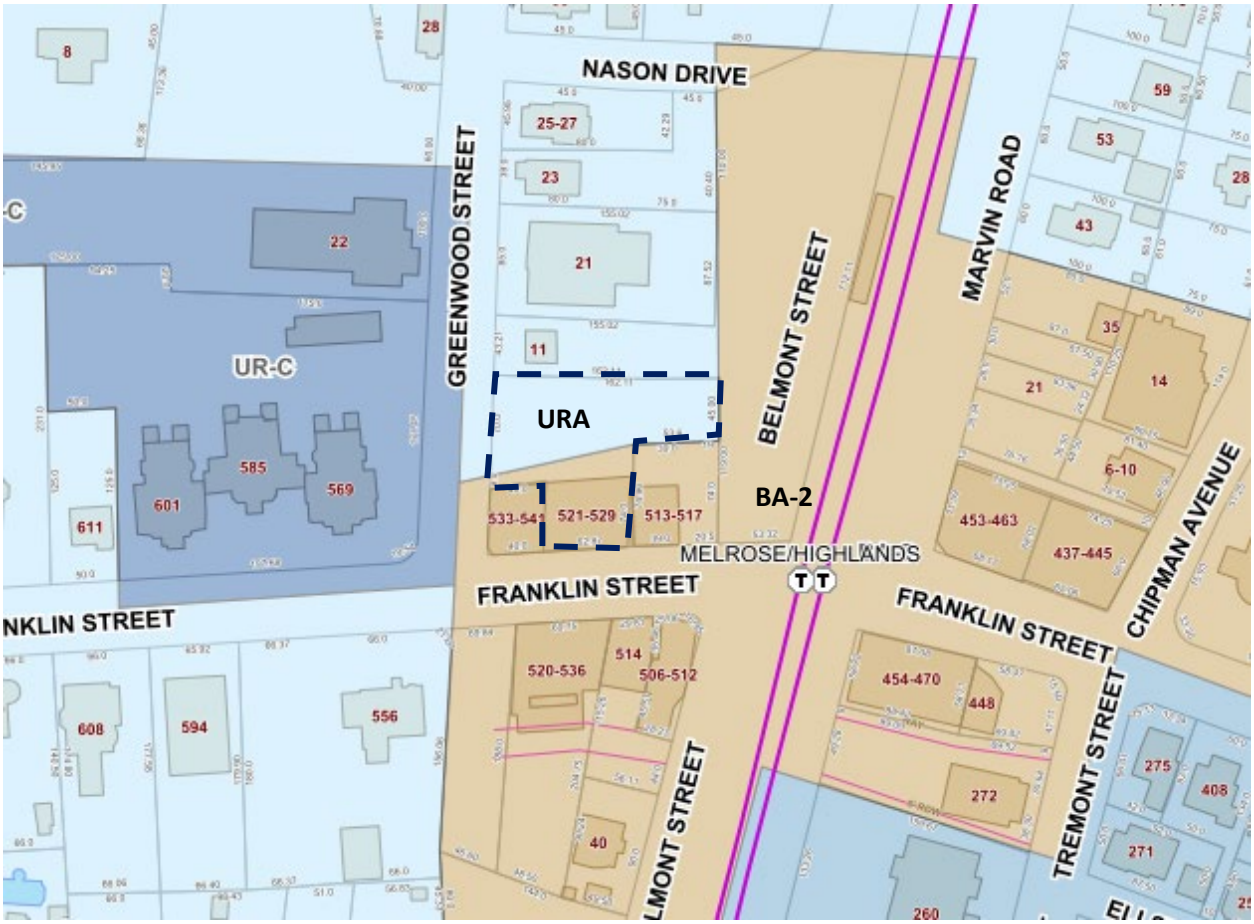
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BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

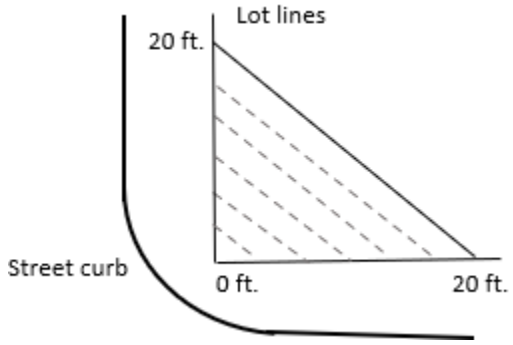
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	~~—~~	~~—~~	~~—~~	~~—~~	~~S~~	~~P~~	~~—~~	~~—~~	~~—~~	~~—~~	~~P~~	~~—~~	~~—~~	~~B~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

CITY OF MELROSE

OFFICE OF THE
CLERK OF COMMITTEES

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4100

ANDREW A. GHOBRIAL
Clerk of Committees

MEMORANDUM

TO: Melrose Honorable City Council

FROM: Andrew Ghobrial, Clerk of Committees

DATE: April 12, 2023

RE: Melrose Zoning Ordinance Votes

On Monday, April 10th a motion was made to divide the Melrose Zoning Ordinance Order 2023-59 into eleven parts: one for each of the contents of Zoning Ordinance Package. Accordingly, due to software limitations in Granicus, the order was duplicated ten times to reflect each vote taken. Come Tuesday, you will see a total of eleven orders encompassing each of the votes taken:

1. **Order 2023-59** - Corner Lot Setbacks: Recommended for passage (11 votes)
2. **Order 2023-83** - Structure Definition: Recommended for passage (11 votes)
3. **Order 2023-81** - BA-2 Zoning District Line Change at 521-529 Franklin St: Recommended ought not to pass (6-5 vote)
4. **Order 2023-84** - Definition of Retail Food Establishment: Recommended for passage (11 votes)
5. **Order 2023-85** - Definition of In-Law Apartment: Recommended for passage (9-2 vote)
6. **Order 2023-86** - Votes for Special Permit Approval & Term: Recommended for passage (11 votes)
7. **Order 2023-87** - Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots: Recommended for passage (11 votes)
8. **Order 2023-88** - Site Plan Review Criteria: Recommended for passage (11 votes)
9. **Order 2023-82** - Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment: Tabled (11 votes)
10. **Order 2023-89** - Unit Size: Recommended for passage (11 votes)
11. **Order 2023-90** - Definition of Family & Dwelling Units: Recommended for passage (11 votes)

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CITY OF MELROSE

PLANNING BOARD

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Greg Sampson /DG

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

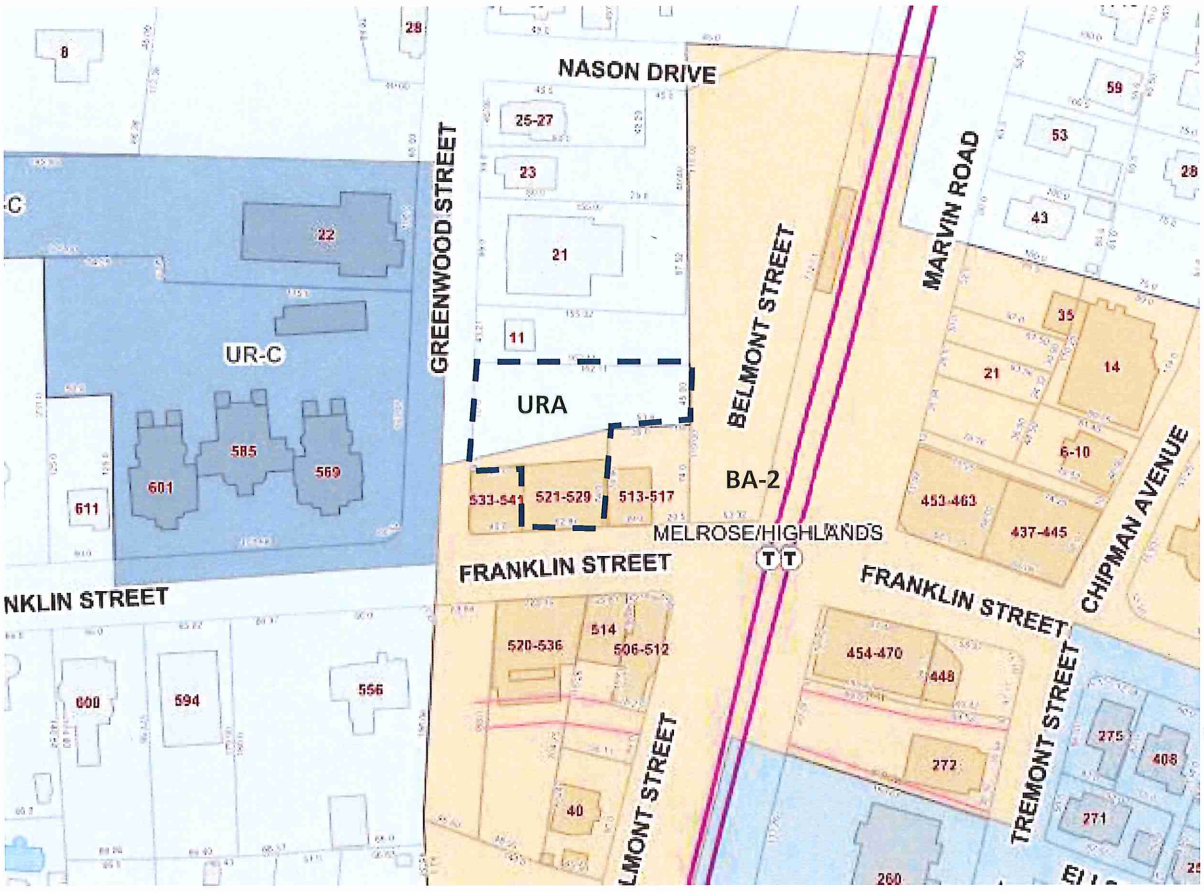
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

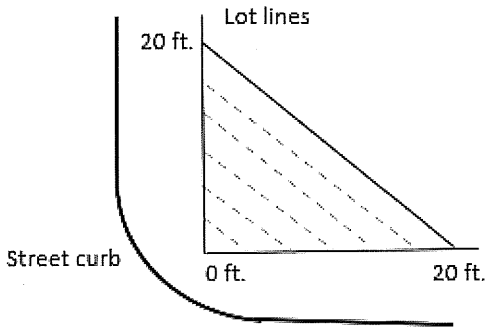
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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Zoning Amendment Package 2023

Office of Planning and Community Development

March 6, 2023

Overview

The proposed changes seek to clarify sections of the zoning ordinance for:

1. Easier interpretation and understanding
2. Compliance with MA General Laws
3. Reduction in number of variance requests for violations regularly approved by the Board of Appeals

<u>10 Proposed Zoning Amendments</u>

- Corner Lot Setbacks
- Structure Definition
- BA-2 Zoning District Line Change at 521-529 Franklin St.
- Retail Food Establishment Definition
- In-law Apartment Definition
- Votes for Special Permit Approval & Term
- Sight Lines and Fence Height in Front Yards on Corner & Non-Corner Lots
- Site Plan Approval Criteria
- Unit Size
- Family & Dwelling Definitions

<u>1 Proposed General Code Amendment</u>

- Vegetation Height for Corner Lots & Yards along Streets

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Corner Lot Setbacks

Proposal: Amend Sections 235-5 *LOT,CORNER* and *LOT LINE, REAR* Definitions & 235-25.C, Additional dimensional and density provisions relating to corner lots

Corner Lot Setbacks

- This amendment allows properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets
- In the Planning Board's review of corner lot properties, allowing for side yard setback distances by Variance has not been detrimental to the streetscape or abutting properties
- Two yards often function as side yards and changing the ordinance allows the Owner to build a structure consistent with the use of the yard
- Removing the need for a Variance eliminates a hardship for the Owner
- Identified as an action item in the Melrose Forward Master Plan

Year	Number of Related Variance Cases	% ZBA Approved
2017	1	100%
2018	6	83%*
2019	10	100%
2020	8	75%**
2021	12	83%***
2022	1	100%

* 1 case was withdrawn
** 1 case denied due to other relief requested & 1 withd
*** 1 case denied due to rear yard issue & 1 withdrew

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Corner Lot Setback Example– 101 Sycamore Rd.

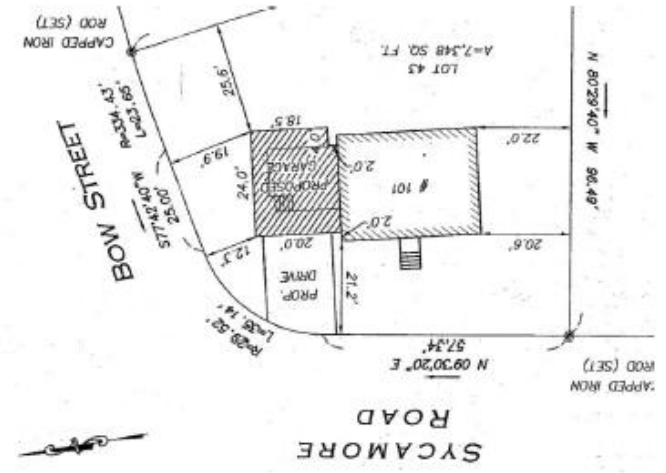
Address: 101 Sycamore Road

Description: Remove side deck and build an attached garage in front & rear yard (Bow St. and yard opposite Sycamore Rd.)

Zone SR-B	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	12	30
Existing	22	-	30
Proposed	12.3	-	25.6

Relief Required: Variance

As a result of amendment: If the front yard (Bow St.) is considered a side yard this proposal would be by-right.







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Corner Lot Setback Example– 280 First St.

Description: Build 2-story addition in front & rear yards (Highview Ave and yards opposite Highview Ave and First St.)

Zone UR-A	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	10	20
Existing	12.9 (Highview Ave)	-	9
Proposed	14	-	9

Relief Required: Variance

As a result of amendment:

Change to front yard: if the front yard is considered a side yard this proposal would be by-right.

Change to rear yard: If the yard with the shallower depth is considered a side yard & yard with the deeper depth shall be considered a rear yard, the proposal would be by-right if it was reduced by 1 ft.







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Structure Definition

Proposal: Amend Section 235-5 *STRUCTURE* Definition

Structure Definition

- The Zoning Ordinance currently defines retaining walls and fences as structures triggering accessory building/structure setback requirements per Section 235-24.B unless exempted by variance

ACCESSORY BUILDINGS AND OTHER STRUCTURES DIMENSIONAL REGULATION

District	Maximum Coverage (percent of required rear yard area)[1]	Distance From Lot Line (feet)		Building Heig (feet)
		Front	Side and Rear	
SR	25%	20	10	20
SR-A	25%	20	10	20
SR-B	40%	15	10	20
UR-A	50%	15	4[2]	20
UR-B	50%	15	4[2]	20
UR-C	50%	15	4[2]	20
UR-D	50%	15	4[2]	20

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Structure Definition

- Retaining walls & fences are often on or close to a property line and it was likely not the intent of the regulation for setbacks to apply
- Removing retaining wall and fence from the definition of structure will resolve this issue

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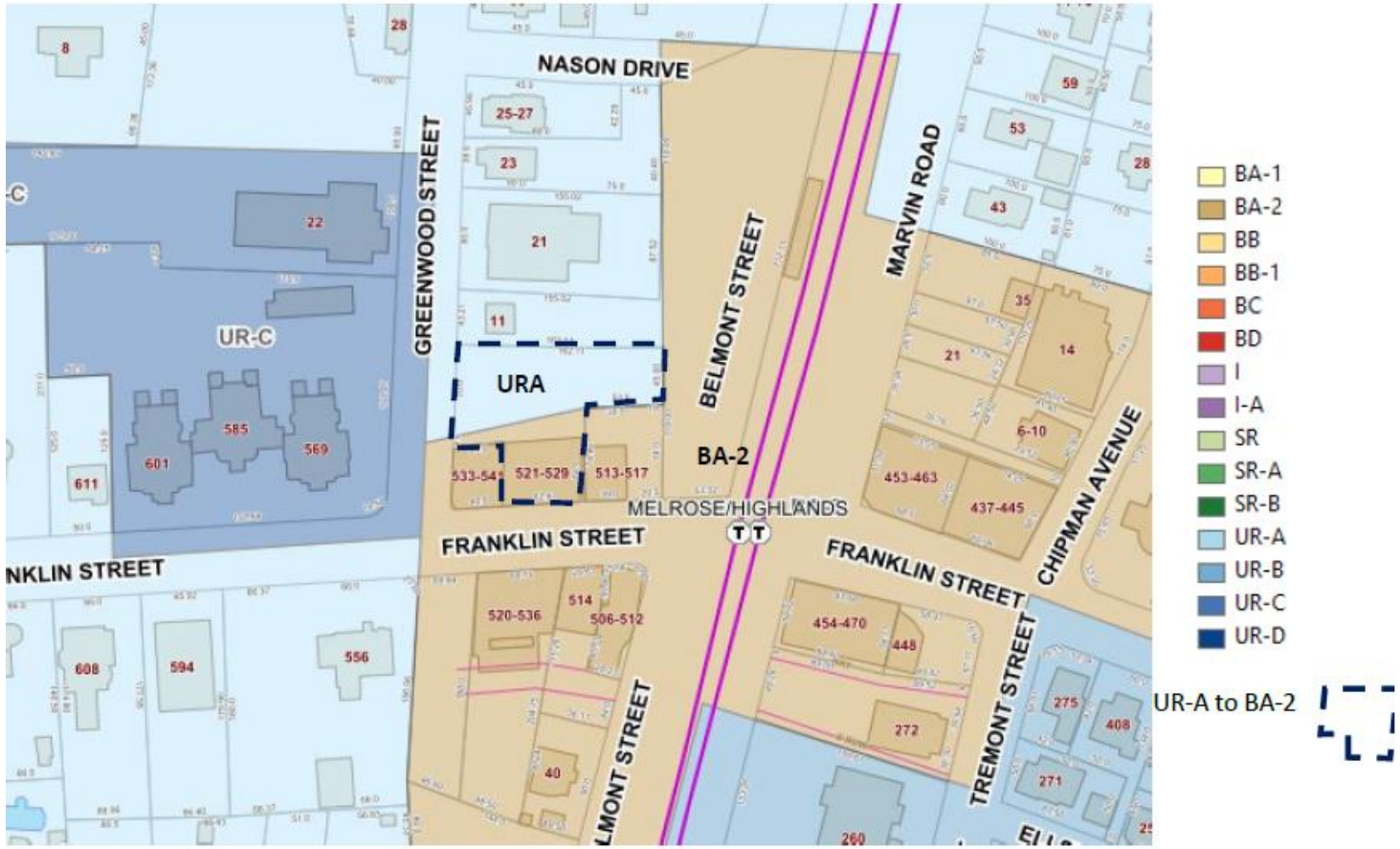
BA-2 Zoning District Line Change at 521-529 Franklin St.

Proposal: Amend Section 235-8 Changes to map

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BA-2 Zoning District Line Change at 521-529 Franklin St.

- 521-529 Franklin St. is split into two zoning districts: BA-2 and URA
- The split zoning complicates refinancing and insuring this property
- The best use of this property is in line with uses permitted in the BA-2



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Retail Food Establishment Definition

Proposal: Amend Section 235-5 *RETAIL FOOD ESTABLISHMENT* Definition

Retail Food Establishment Definition

- This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption in line with the City's new liquor laws

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In-law Apartment Definition

Proposal: Amend Section 235-5 *IN-LAW APARTMENT* Definition

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In-law Apartment Definition

- The definition of in-law apartments is overly restrictive as it prohibits this use in houses that have had additions or alterations after January 1, 1990
- Removing Section F & revising Section G will allow for alterations and additions, while still restricting the size of the unit
- Additions would need to conform to dimensional regulations in the district & a special permit is still required for the use

SECTION 235-5

IN-LAW APARTMENT

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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In-law Apartment Definition

- The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments where all other provisions are met
- This amendment is also identified as an action item in the Melrose Forward Master Pan

Housing

Recommendations

Goal 1: Encourage the creation of housing units that are affordable to a broad range of incomes.

Strategy 1.1: Promote regulations that permit a variety of residential types, ensuring Melrose residents of all ages and incomes can remain in Melrose.

Action 1.1.1: Consider amending the Zoning Ordinance to decrease restrictions on in-law apartments.

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Votes for Special Permit Approval & Term

Proposal: Amend Section 235-62 Special Permit Procedure

Votes for Special Permit Approval & Term

Votes for Approval

This amendment updates the zoning ordinance to be consistent with the recent changes to MGL Chapter 40A including:

- Reducing number of votes to grant zoning approvals related to multifamily housing, mixed-use development, and reduced parking, from 2/3 supermajority to simple majority

Special Permit Term

This amendment increases the time allowed to exercise a special permit reflecting an opt-in change to MGL Chapter 40A from 2 to 3 years

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Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

Proposal: Amend Section 235-25.K and 235-25.L

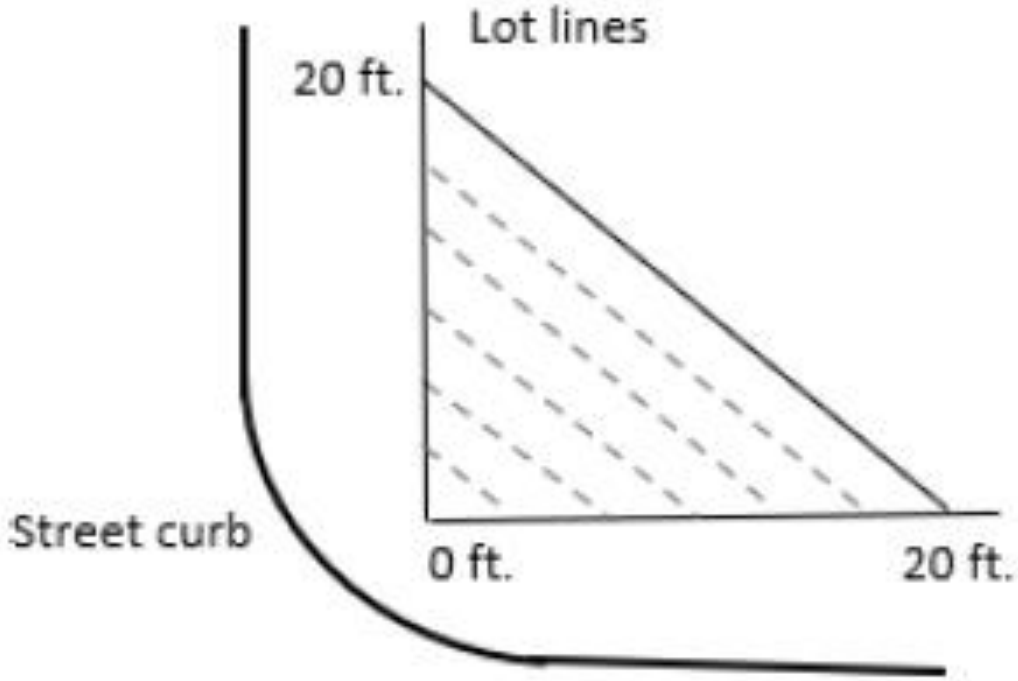
Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

- OPCD has received requests from the public and elected officials to clarify Sections 235-25.K &-25.L of the code which are confusing and easily misinterpreted
- The purpose of these regulations is to ensure visibility and safety by regulating the height of fences and other structures on corner lots and in front yards and to maintain an interesting streetscape

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Sight Lines and Fence Height in Front Yard on Corner Lots

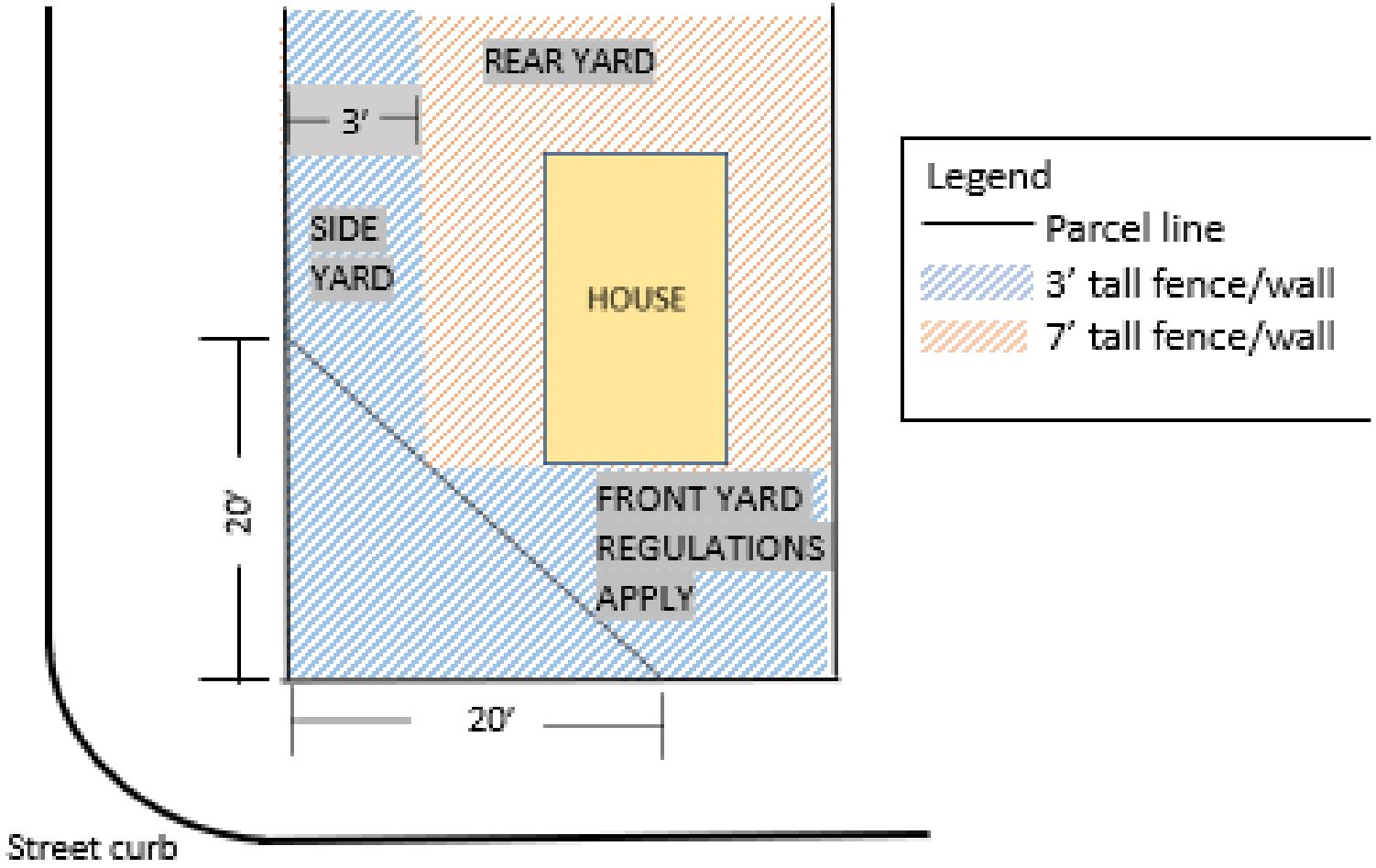
- The proposed measurements were carefully selected based on the existing code, codes in other cities and towns, traffic safety regulations, and a setback analysis conducted by OPCD Staff
- The amendment proposes that within a triangular area formed by measuring 20 ft. from the intersection of the property lot lines, a structure cannot exceed 3 ft. in height



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Sight Lines and Fence Height in Front Yard on Corner Lots

- Beyond the triangular area
  - In the side yard structures may be taller if they are setback 3 ft. from the property line
  - In the front yard structures follow the front yard regulations



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Sight Lines and Fence Height in Front Yard on Corner Lot-- Do's and Don'ts









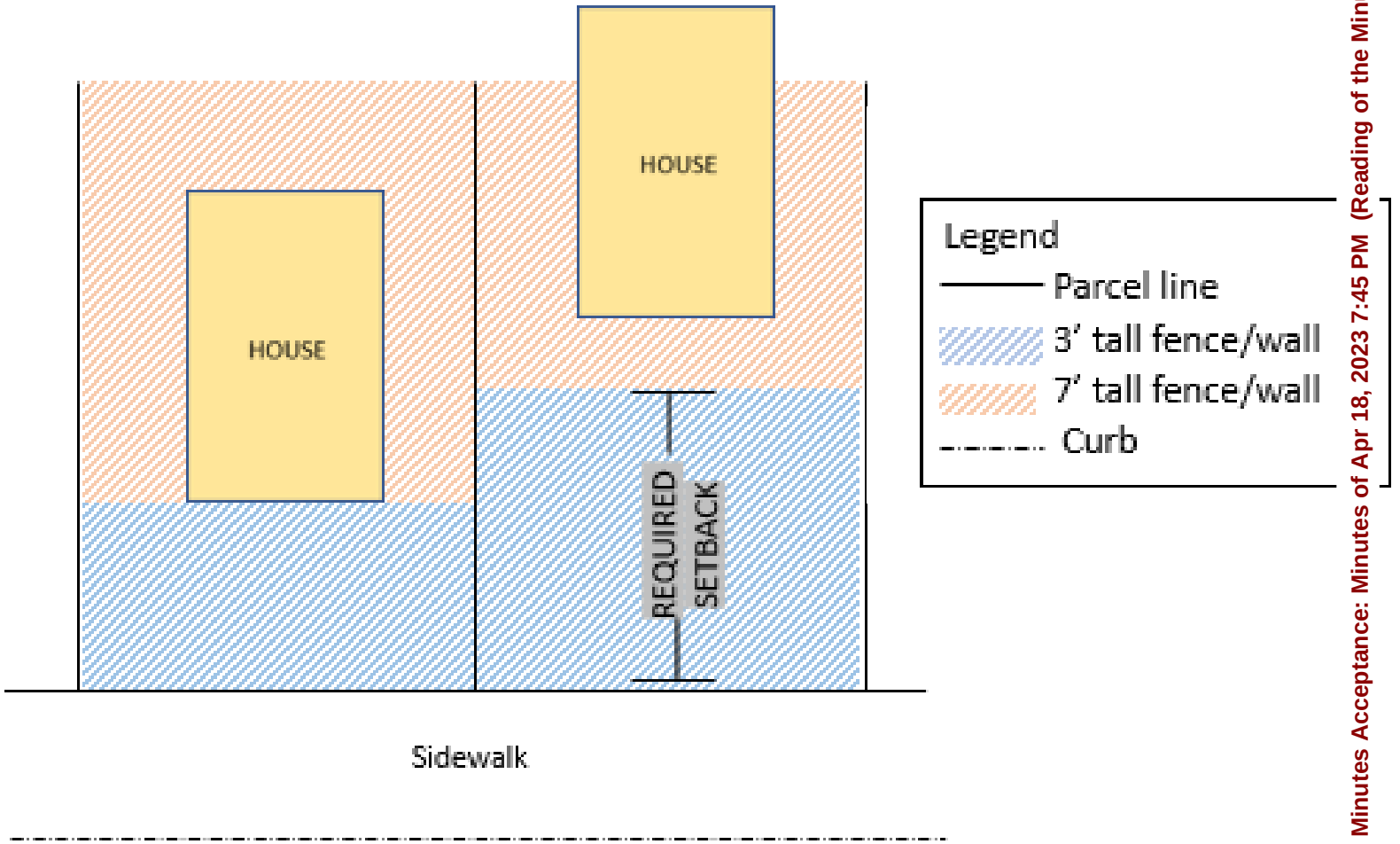




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Sight Lines and Fence Height in Front Yards on Non-Corner Lots

- For non-corner lots, the amendment proposes that within the front yard setback or from the line of the existing primary structure to the lot line (whichever is less), a fence, wall, or similar structure will not be taller than 3 ft.
- Beyond the setback or the line of the existing primary structure, fences and walls may be up to 7 ft. tall



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Sight Lines and Fence Height in Front Yard -- Do's and Don'ts









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Site Plan Review Criteria

Proposal: Amend Section 235-16.1.E(5) Site Plan Approval

Site Plan Approval Criteria

- In relation to Section 235-25.K & -25.L, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites during the Site Plan Review process

SECTION §235-16.1.E(5)

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets

Proposal: Amend General Code to include vegetation height and shift enforcement from Building Inspector to Department of Public Works

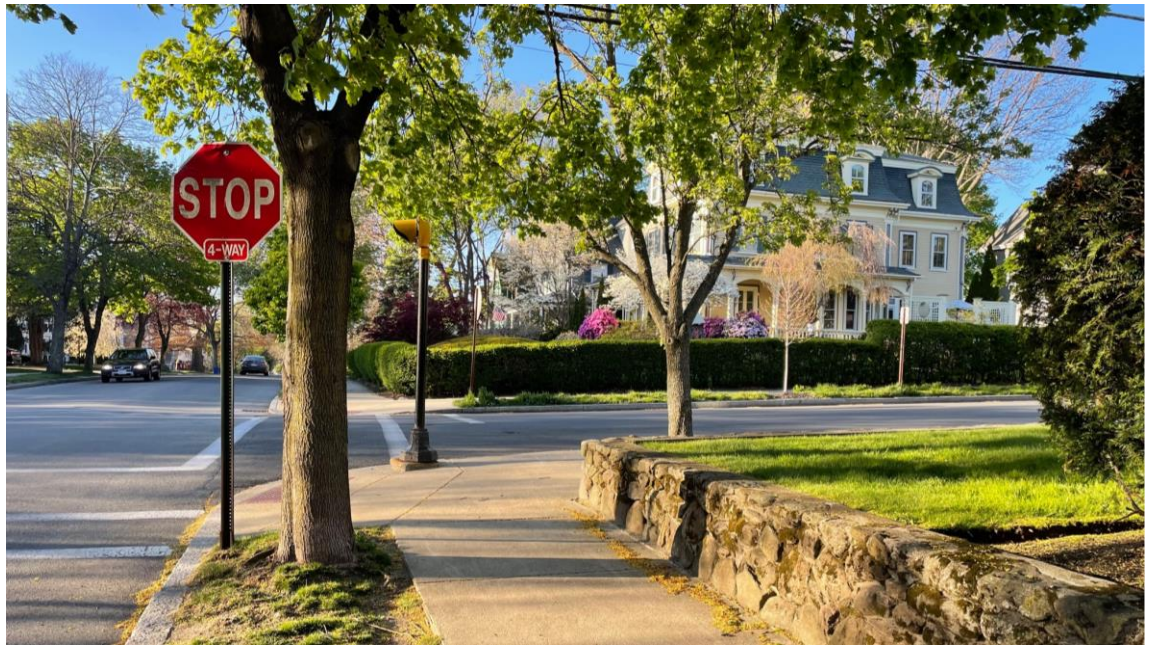
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Vegetation Height for Corner Lots & in Yards along Streets

- Vegetation is proposed to be moved from Sections 235-25.K & -25.L of the MZO to the General Code shifting enforcement responsibility from the Building Commissioner to the DPW, which oversees vegetation maintenance throughout the City
- In removing vegetation from the zoning ordinance, existing vegetation will not be deemed legally nonconforming, allowing for enforcement of new and existing vegetation
- The Director of Public Works may use discretion in determining if existing vegetation creates a safety hazard

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges & any other leafy vegetation are regulated to:
  - Promote driver and pedestrian safety by ensuring no obstructions in the public way
  - Maintain an interesting, pedestrian friendly streetscape

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges can be up to 3 ft tall and leafy vegetation cannot obstruct view within 3 feet of front yards or side yards
- This proposal also limits height following the same 20 ft. measurements for corner lots as Section 235-25.K







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Unit Size

Proposal: Amend Section 235-25.I

Unit Size

- The zoning code's restrictions on dwelling unit size prevent the City from complying with DHCD's guidelines on the new multi-family zoning requirements for MBTA Communities (MGL Chapter 40A Section 3A)
- To comply, zoning cannot restrict the size of residential units
- The proposed amendment removes minimum unit sizes requirements from the code

§ 235-25 Additional dimensional and density provisions.

I. The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.

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Unit Size

There are several mechanisms that will be used to prevent overcrowding (a rare occurrence in Melrose):

- ✓ Health and State Building Code regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls
- ✓ Zoning district regulations controlling the number of units include lot area, FAR, and/or height and setback restrictions
- ✓ Market demand controls unit size

235 Attachment 2

City of Melrose

Table of Dimensional and Density Regulations

[Adopted 4-6-2015 by Ord. No. 2015-90; 6-7-2021 by Order No. 2021-96]

District	Use	Minimum Lot Area (square feet or as noted)	Minimum Frontage and Lot Width (feet)	Minimum Lot Depth (feet)	Yards			Maximum Height (feet)	Maximum Stories	Maximum Coverage	Maximum Floor Area Ratio	Mini Op Sp
					Front (feet)	Side (feet)	Rear (feet)					
SR	Any permitted use	25,000	110	90	25	20	50	35	2 1/2	35%	None	50
SR-A	Any permitted use	15,000	100	90	25	15	40	35	2 1/2	35%	None	50
SR-B	Any permitted use	10,000	80	90	20	12	30	35	2 1/2	35%	None	40
UR-A	Townhouse	7,500 per dwelling unit	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Two-family dwelling	13,500	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Single-family dwelling	7,500	75	90	20	10	20	35	2 1/2	35%	None	35
	Any other permitted use	10,000	100	90	20	10	20	35	2 1/2	35%	None	35
UR-B	Single-family dwelling	7,500	75	90	20	10	15	35	2 1/2	50%	None	30
	Two-family and multifamily dwelling uses and townhouses	7,500 plus 3,000 for each dwelling unit more than 1	100	90	20	10[1]	15	35	2 1/2	50%[2]	None	30
	Any other permitted use	10,000	100	90	20	10[1]	15	35	2 1/2	50%	None	20

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Unit Size

- Eliminating unit size will allow the City to comply with MGL Chapter 40A Section 3A while still regulating density using other zoning provisions
- This will enable the City to have a variety of housing types in terms of size and cost, which is a goal of the Housing Production Plan

Housing Goals

MELROSEHPP

1. **Housing Mix.** Encourage a range of housing options and types to serve households with a variety of incomes and meet the diverse needs of current and future Melrose residents.
2. **Racial Equity.** Advance racial equity, promote inclusion, encourage wealth creation through housing access for people of color, and enrich the Melrose community through increased diversity.
3. **Affordable Housing.** Expand and preserve deed-restricted and subsidized Affordable Housing opportunities for low- and moderate-income households, including family households.
4. **Enhanced Neighborhoods.** Utilize housing as a tool to enhance existing Melrose neighborhoods, balancing development with other community priorities like open space, historic preservation, economic development, walkability, sustainability, and resilience.
5. **Community Engagement.** Promote an understanding of the role that housing plays in Melrose and the region through ongoing public engagement and discussion.

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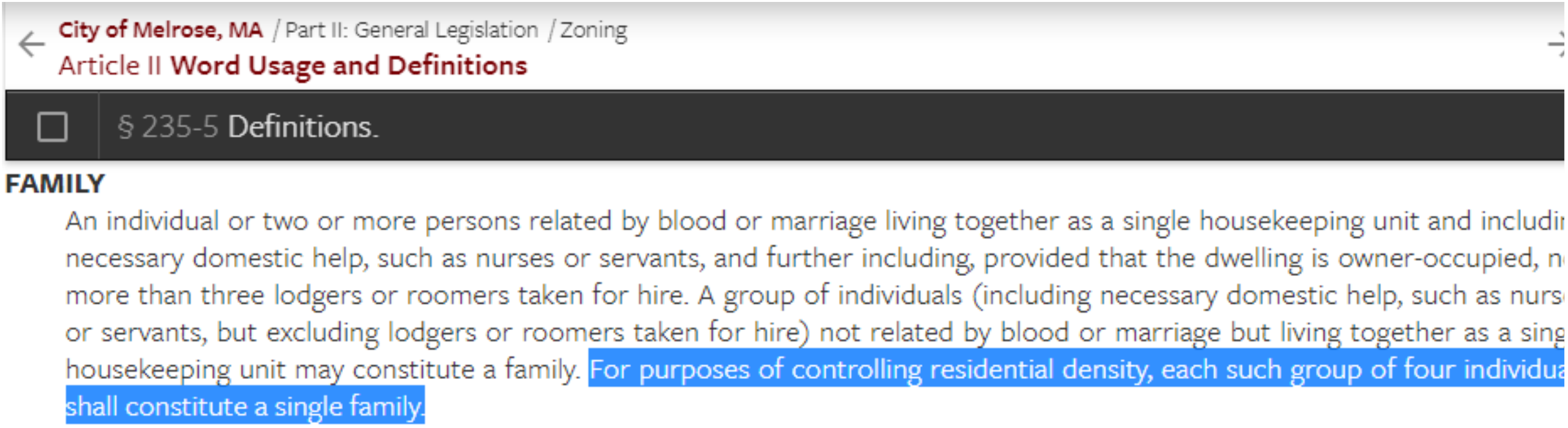
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Family & Dwelling Unit Definition

Proposal: Amend Section 235-5 *APARTMENT HOUSE; FAMILY; DWELLING, ONE-FAMILY; DWELLING, TWO-FAMILY; DWELLING, MULTIFAMILY* Definitions & Amend Section 235 Attachment 1

Family & Dwelling Unit Definition

- To comply with DHCD's new multi-family zoning requirements for MBTA Communities, the definition of family needs to be amended as zoning cannot limit the number of occupants in a unit
- Restricting occupancy based on biological or legal relationships can be discriminatory and does not address the purposes of zoning
- Biological families can have the same, less, or more of an impact on traffic, parking, overcrowding, etc. than a non-traditional family living together as a household



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Family & Dwelling Unit Definition

- The zoning code already defines Dwelling Unit and Multifamily Dwelling Unit
- Defining One-family and Two-family Dwelling Units instead of defining Family organizes the code in a more streamlined manner
- The Dwelling Unit definition establishes the primary intent of a residential unit being a space with complete living facilities occupied by people who share use of the space as a single housekeeping unit

§ 235-5 Definitions.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units and including an apartment house, garden apartment house and multifamily dwellings.

DWELLING UNIT

One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

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Family & Dwelling Unit Definition

- This amendment also strikes the definition of Apartment House from the zoning ordinance, the Table of Use and Parking Regulations, and the definition of Multifamily Dwelling
- The definition of Multifamily Dwelling duplicates the apartment house use rendering it obsolete
- The reference to garden apartment house is also eliminated from the definition of Multifamily Dwelling because it is no longer relevant

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chairman

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

March 27, 2023

The Honorable City Council
Of the City of Melrose, Massachusetts

Re: Report to City Council on Order 2023-59, Amending Melrose Revised Zoning Ordinance, Chapter 235, Various Provisions

To the Members of the City Council:

Pursuant to Massachusetts General Laws, Chapter 40A, Section 5, the City Council held a public hearing on the above-reference zoning amendments on March 6, 2023. The proposed amendments were initiated by the Planning Board to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. City Councilors had questions and comments regarding the proposed amendments, which were discussed at the public hearing. No one from the public appeared to comment or submitted written comments.

The Planning Board held a public hearing on the above-referenced zoning amendments on March 13, 2023, at the request of the City Council to hold separate hearings. No one from the public appeared to comment or submitted written comments. Members discussed the questions and comments raised by the City Councilors and responded to the feedback as detailed below.

Deed Restrictions for Properties with In-Law Apartments
Members of the City Council questioned if there should be deed restrictions for properties with In-Law Apartments. It was clarified that to establish an In-Law Apartment, Applicants must apply to the Board of Appeals for a special permit. Applicant must record the Board of Appeals' decision at the Registry of Deeds, which would appear during a title search.

In-Law Apartments Special Permits and Variances
Members of the City Council inquired about the volume of requests for variances for In-Law Apartments. Planning Staff determined that there have been 14 applications for In-Law Apartments since 2010, 8 of which required variances from §235-5 Definition of In-Law Apartments Standards F & G. All but one application was approved. The number of requests for In-Law Apartments is, on average, approximately one application per year. The proposed amendment is not expected to increase the volume in any meaningful way.

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BA-2 Zoning District Line Change at 521-529 Franklin Street
Members of the City Council questioned whether a proposal to change the lines of a zoning district should be included in this package of zoning amendments. The Planning Board noted that it is a best practice to have zoning districts follow parcel lines to avoid parcels being split into two different districts. In this instance, the direct abutters on either side of the property are commercial buildings and there are many other commercial and mixed uses in the direct vicinity, so the BA-2 designation for the entire parcel is logical and desirable. Furthermore, although not required by law, the Planning Office mailed notices with information about the amendments to abutters within 300 feet of the subject parcel. No comments from the public were received. The Planning Board continues to recommend including this district line change with the package of zoning amendments.

Translations for Proposed Amendments
The Planning Board discussed a comment by City Councilors regarding the accessibility of the zoning code and if the regulations were available in languages besides English. It was noted that the regulations are hosted on the Ecode360 website where the City Charter and most City Codes can be found. On the Ecode360 website there is a Google Translate tool available. Planning Staff suggested that the City could prepare written guidance for the public on specific provisions such as the updated fence and vegetation regulations and consider how best to offer the information in multiple languages.

Corner Lot Setbacks
Members of the City Council requested that the changes proposed for corner lots be reviewed for public safety. Planning Staff reviewed this amendment with the Police Chief and the Fire Chief and neither official expressed any concern. Both agreed that the recommended amendment is logical and will not create any safety hazards.

Differences Between a Lodging House/Unit and a Dwelling Unit
A member of the City Council inquired about the differences between lodging houses/units, and dwelling units. The Planning Board reviewed the definitions of "Dwelling" and "Dwelling Unit" in the Melrose Zoning Ordinance which are defined as follows:

- DWELLING: A privately or publicly owned permanent structure, whether owned by one or more persons or in condominium, which is occupied in whole or in part as the home residents or sleeping place of one or more persons. The term 'one-family, two-family or multifamily dwelling' shall not include a hotel, lodging house, hospital, membership club, mobile home or dormitory.
- DWELLING UNIT: One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

The definition of "Dwelling" specifically states that lodging houses are disparate from dwellings. Additionally, "Dwelling Units" are constituted by single housekeeping units.

The Planning Board also reviewed the definitions of "Lodging Unit" and "Lodging House" in the Melrose Zoning Ordinance which are defined as follows:

- LODGING UNIT: One or more rooms for the semi-permanent use of one, two or three individuals not living as a single housekeeping unit and not having cooking facilities. 'Lodging unit' shall include rooms in boardinghouses, lodging houses, tourist homes, or rooming houses. It

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shall not include convalescent, nursing or rest homes; dormitories of charitable, educational or philanthropic institutions; or apartments or hotels.

- LODGING HOUSE: A building containing for or more lodging units.

Residents in "Lodging Units" are not living as single housekeeping units as they would be in a "Dwelling Unit." Additionally, "Lodging Units" do not have cooking facilities whereas "Dwelling Units" must provide complete and permanent living facilities including provisions for cooking. Also, lodging houses require a license from the City Council and are only allowed in a few zoning districts. The Planning Board feels that the Melrose Zoning Ordinance clearly differentiates between lodging houses/units, and dwelling units and does not recommend any further changes.

Replacement of Existing Fences in Accordance with New Regulations
Members of the City Council wondered if property owners would be allowed to replace existing fences in-kind if they do not conform to the new regulations. The Planning Staff consulted with the Building Commissioner on this question. He explained that there are regulations on fence height and setbacks in the current code so fences that do not currently conform may be illegal. Fences that conformed to the old code and not the new code would be considered legally nonconforming and protected; however, if the fence was completely reconstructed it would need to comply with the new code. Repairing sections of a legally pre-existing nonconforming fence would be allowed by-right. The Building Commissioner confirmed that compliance with these regulations is primarily driven by complaints and that the City does not typically receive many fence complaints.

Front Yard Fence Height
A member of the City Council suggested that the proposed 3-foot front yard fence height may be too low for residents with pets. Pets that can jump over a 3-foot fence would either have to be kept in the side or rear yards or restrained by leash or other means. Alternatively, residents could request a variance from the proposed amendment in special cases where a taller front yard fence may be needed. The Planning Board continues to feel that the provision for 3-foot fence height in the front yard is reasonable and benefits the streetscape without limiting the use of pet owners' properties.

Special Permit Timeline
Members of City Council questioned if it is beneficial to increase the special permit timeline to three years. The Planning Board discussed how once projects are approved by the Planning Board or Zoning Board of Appeals, it often takes time to gather and complete all the necessary materials to obtain a building permit. In some cases, extending the special permit timeline may result in the development moving forward more quickly because the Applicant may not have to return for a new hearing due to an expiration of the project's permit.

This proposed amendment does not affect the timelines for variances or site plan approvals. Variances will still expire after one-year if unexercised, with the possibility of a six-month extension if requested prior to expiration. Site plan approvals are valid for two years with the possibility of an extension for good causes with a written request to the Planning Board.

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To summarize, the Planning Board does not recommend making any changes to the package of proposed zoning amendments originally submitted and reviewed during two separate public hearings. The Planning Board finds that the proposed zoning amendments are reasonable, fair and provide clarity. The amendments will create a more user-friendly code that complies with the Massachusetts General Laws and reduces the number of variance requests; this will in turn benefit both the Board of Appeals and residents by alleviating a significant financial and administrative burden. The Planning Board respectfully recommends that the City Council vote in favor of adopting the proposed zoning amendments as submitted and dated January 31, 2023.

If you have any further questions, or we can provide any additional information, please do not hesitate to contact us. We would be pleased to make ourselves available to you as you continue to deliberate on this issue.

Very truly yours,

Gregory Sampson

Gregory Sampson
Chairman

Attachment: Proposed Zoning Amendments, January 31, 2023

cc: Mayor Paul Brodeur
Shannon Phillips, City Solicitor
Albert Talarico, Building Commissioner
Denise Gaffey, City Planner
Members of the Planning Board
Members of the Board of Appeals

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CITY OF MELROSE

PLANNING BOARD

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

GREGORY SAMPSON
Chair

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

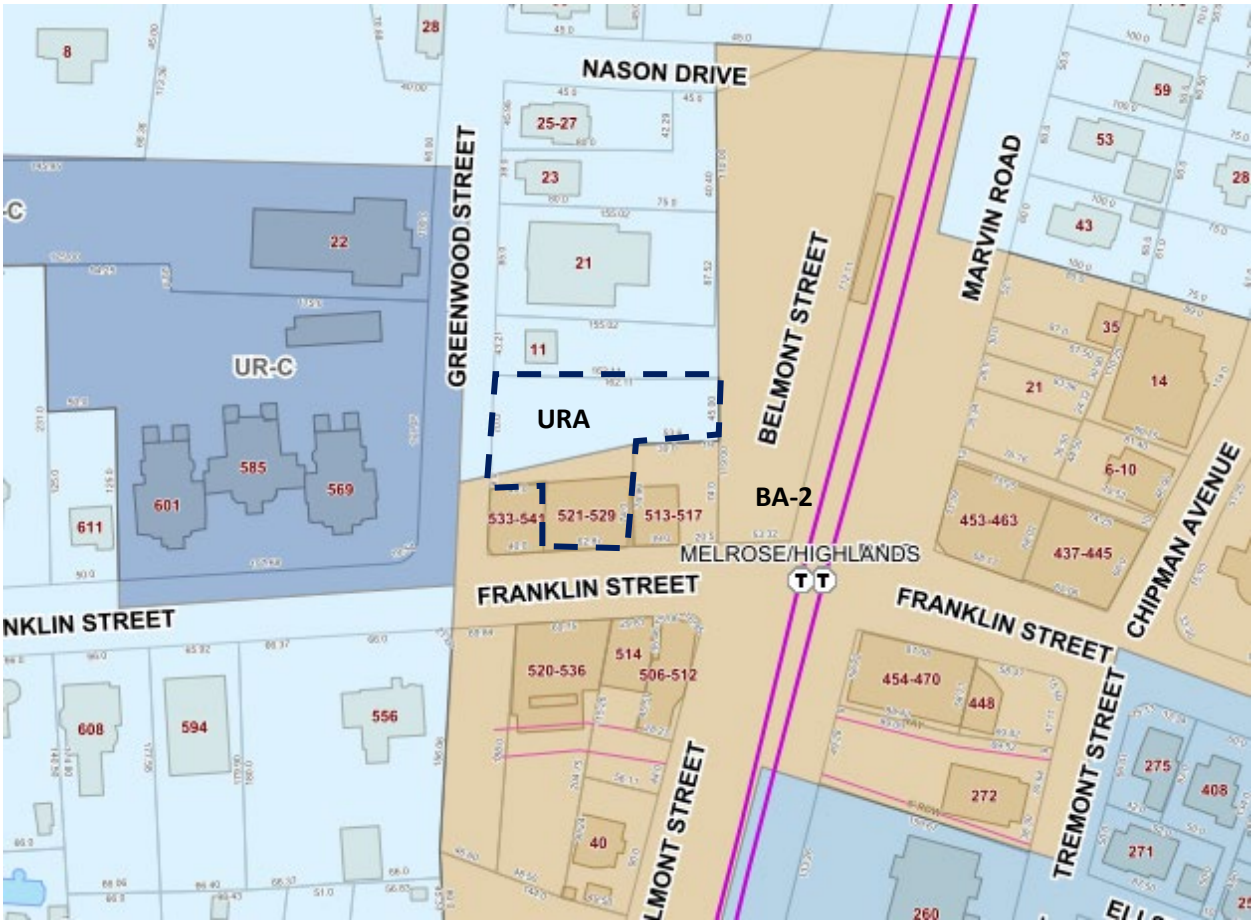
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BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

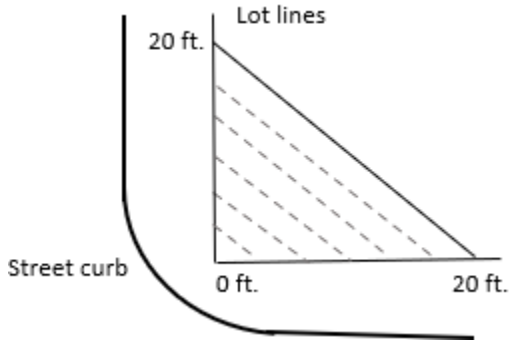
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	~~—~~	~~—~~	~~—~~	~~—~~	~~S~~	~~P~~	~~—~~	~~—~~	~~—~~	~~—~~	~~P~~	~~—~~	~~—~~	~~B~~

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CITY OF MELROSE

OFFICE OF THE
CLERK OF COMMITTEES

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4100

ANDREW A. GHOBRIAL
Clerk of Committees

MEMORANDUM

TO: Melrose Honorable City Council

FROM: Andrew Ghobrial, Clerk of Committees

DATE: April 12, 2023

RE: Melrose Zoning Ordinance Votes

On Monday, April 10th a motion was made to divide the Melrose Zoning Ordinance Order 2023-59 into eleven parts: one for each of the contents of Zoning Ordinance Package. Accordingly, due to software limitations in Granicus, the order was duplicated ten times to reflect each vote taken. Come Tuesday, you will see a total of eleven orders encompassing each of the votes taken:

1. **Order 2023-59** - Corner Lot Setbacks: Recommended for passage (11 votes)
2. **Order 2023-83** - Structure Definition: Recommended for passage (11 votes)
3. **Order 2023-81** - BA-2 Zoning District Line Change at 521-529 Franklin St: Recommended ought not to pass (6-5 vote)
4. **Order 2023-84** - Definition of Retail Food Establishment: Recommended for passage (11 votes)
5. **Order 2023-85** - Definition of In-Law Apartment: Recommended for passage (9-2 vote)
6. **Order 2023-86** - Votes for Special Permit Approval & Term: Recommended for passage (11 votes)
7. **Order 2023-87** - Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots: Recommended for passage (11 votes)
8. **Order 2023-88** - Site Plan Review Criteria: Recommended for passage (11 votes)
9. **Order 2023-82** - Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment: Tabled (11 votes)
10. **Order 2023-89** - Unit Size: Recommended for passage (11 votes)
11. **Order 2023-90** - Definition of Family & Dwelling Units: Recommended for passage (11 votes)

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chair

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

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Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Greg Sampson /DG

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

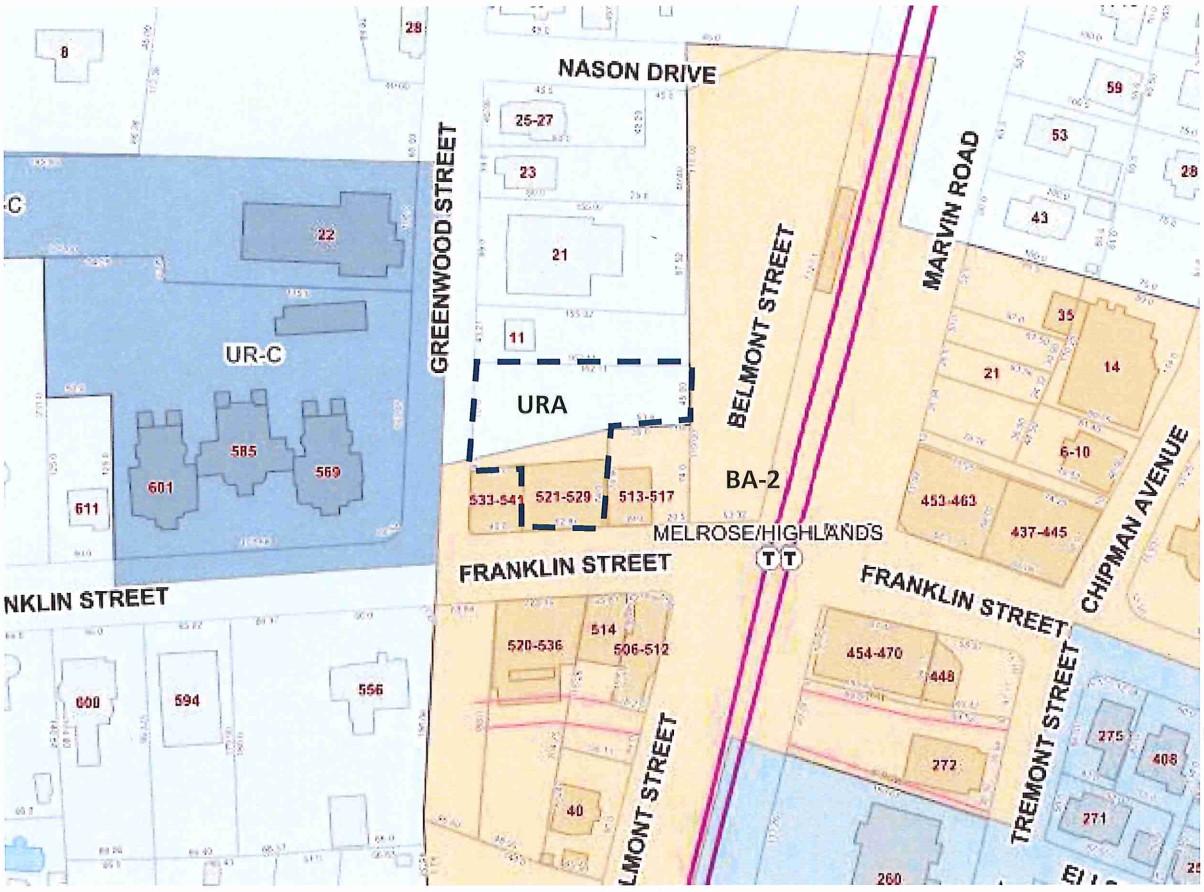
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BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

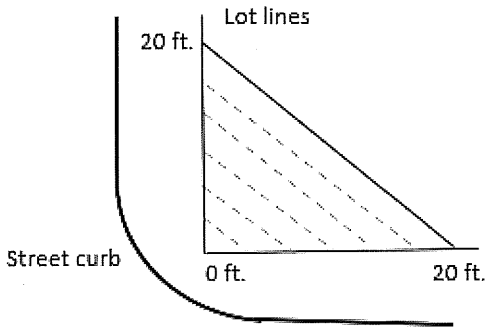
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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Zoning Amendment Package 2023

Office of Planning and Community Development

March 6, 2023

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Overview

The proposed changes seek to clarify sections of the zoning ordinance for:

1. Easier interpretation and understanding
2. Compliance with MA General Laws
3. Reduction in number of variance requests for violations regularly approved by the Board of Appeals

<u>10 Proposed Zoning Amendments</u>

- Corner Lot Setbacks
- Structure Definition
- BA-2 Zoning District Line Change at 521-529 Franklin St.
- Retail Food Establishment Definition
- In-law Apartment Definition
- Votes for Special Permit Approval & Term
- Sight Lines and Fence Height in Front Yards on Corner & Non-Corner Lots
- Site Plan Approval Criteria
- Unit Size
- Family & Dwelling Definitions

<u>1 Proposed General Code Amendment</u>

- Vegetation Height for Corner Lots & Yards along Streets

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Corner Lot Setbacks

Proposal: Amend Sections 235-5 *LOT,CORNER* and *LOT LINE, REAR* Definitions & 235-25.C, Additional dimensional and density provisions relating to corner lots

Corner Lot Setbacks

- This amendment allows properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets
- In the Planning Board's review of corner lot properties, allowing for side yard setback distances by Variance has not been detrimental to the streetscape or abutting properties
- Two yards often function as side yards and changing the ordinance allows the Owner to build a structure consistent with the use of the yard
- Removing the need for a Variance eliminates a hardship for the Owner
- Identified as an action item in the Melrose Forward Master Plan

Year	Number of Related Variance Cases	% ZBA Approved
2017	1	100%
2018	6	83%*
2019	10	100%
2020	8	75%**
2021	12	83%***
2022	1	100%

* 1 case was withdrawn
** 1 case denied due to other relief requested & 1 withd
*** 1 case denied due to rear yard issue & 1 withdrew

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Corner Lot Setback Example– 101 Sycamore Rd.

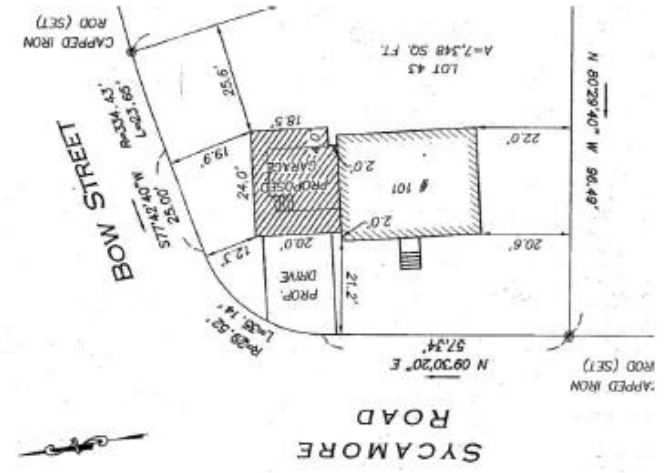
Address: 101 Sycamore Road

Description: Remove side deck and build an attached garage in front & rear yard (Bow St. and yard opposite Sycamore Rd.)

Zone SR-B	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	12	30
Existing	22	-	30
Proposed	12.3	-	25.6

Relief Required: Variance

As a result of amendment: If the front yard (Bow St.) is considered a side yard this proposal would be by-right.







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Corner Lot Setback Example– 280 First St.

Description: Build 2-story addition in front & rear yards (Highview Ave and yards opposite Highview Ave and First St.)

Zone UR-A	Front Yard Setback(ft)	Side Yard Setback (ft)	Rear Yard Setback (ft)
Required	20	10	20
Existing	12.9 (Highview Ave)	-	9
Proposed	14	-	9

Relief Required: Variance

As a result of amendment:
Change to front yard: if the front yard is considered a side yard this proposal would be by-right.
Change to rear yard: If the yard with the shallower depth is considered a side yard & yard with the deeper depth shall be considered a rear yard, the proposal would be by-right if it was reduced by 1 ft.







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Structure Definition

Proposal: Amend Section 235-5 *STRUCTURE* Definition

Structure Definition

- The Zoning Ordinance currently defines retaining walls and fences as structures triggering accessory building/structure setback requirements per Section 235-24.B unless exempted by variance

ACCESSORY BUILDINGS AND OTHER STRUCTURES DIMENSIONAL REGULATION

District	Maximum Coverage (percent of required rear yard area)[1]	Distance From Lot Line (feet)		Building Heig (feet)
		Front	Side and Rear	
SR	25%	20	10	20
SR-A	25%	20	10	20
SR-B	40%	15	10	20
UR-A	50%	15	4[2]	20
UR-B	50%	15	4[2]	20
UR-C	50%	15	4[2]	20
UR-D	50%	15	4[2]	20

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Structure Definition

- Retaining walls & fences are often on or close to a property line and it was likely not the intent of the regulation for setbacks to apply
- Removing retaining wall and fence from the definition of structure will resolve this issue

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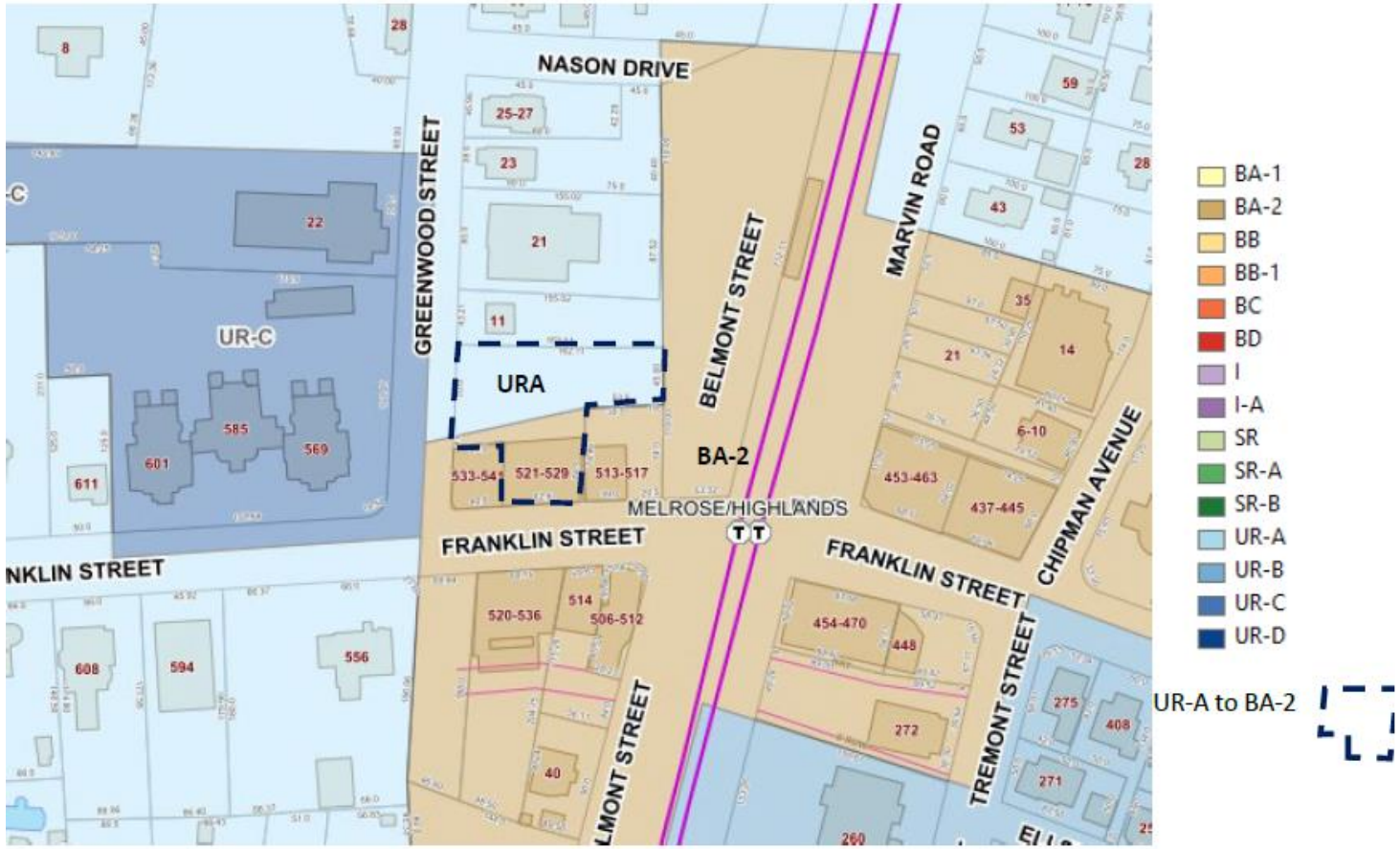
BA-2 Zoning District Line Change at 521-529 Franklin St.

Proposal: Amend Section 235-8 Changes to map

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BA-2 Zoning District Line Change at 521-529 Franklin St.

- 521-529 Franklin St. is split into two zoning districts: BA-2 and URA
- The split zoning complicates refinancing and insuring this property
- The best use of this property is in line with uses permitted in the BA-2



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Retail Food Establishment Definition

Proposal: Amend Section 235-5 *RETAIL FOOD ESTABLISHMENT* Definition

Retail Food Establishment Definition

- This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption in line with the City's new liquor laws

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition

Proposal: Amend Section 235-5 *IN-LAW APARTMENT* Definition

In-law Apartment Definition

- The definition of in-law apartments is overly restrictive as it prohibits this use in houses that have had additions or alterations after January 1, 1990
- Removing Section F & revising Section G will allow for alterations and additions, while still restricting the size of the unit
- Additions would need to conform to dimensional regulations in the district & a special permit is still required for the use

SECTION 235-5

IN-LAW APARTMENT

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

In-law Apartment Definition

- The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments where all other provisions are met
- This amendment is also identified as an action item in the Melrose Forward Master Pan

Housing

Recommendations

Goal 1: Encourage the creation of housing units that are affordable to a broad range of incomes.

Strategy 1.1: Promote regulations that permit a variety of residential types, ensuring Melrose residents of all ages and incomes can remain in Melrose.

Action 1.1.1: Consider amending the Zoning Ordinance to decrease restrictions on in-law apartments.

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Votes for Special Permit Approval & Term

Proposal: Amend Section 235-62 Special Permit Procedure

Votes for Special Permit Approval & Term

Votes for Approval

This amendment updates the zoning ordinance to be consistent with the recent changes to MGL Chapter 40A including:

- Reducing number of votes to grant zoning approvals related to multifamily housing, mixed-use development, and reduced parking, from 2/3 supermajority to simple majority

Special Permit Term

This amendment increases the time allowed to exercise a special permit reflecting an opt-in change to MGL Chapter 40A from 2 to 3 years

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

Proposal: Amend Section 235-25.K and 235-25.L

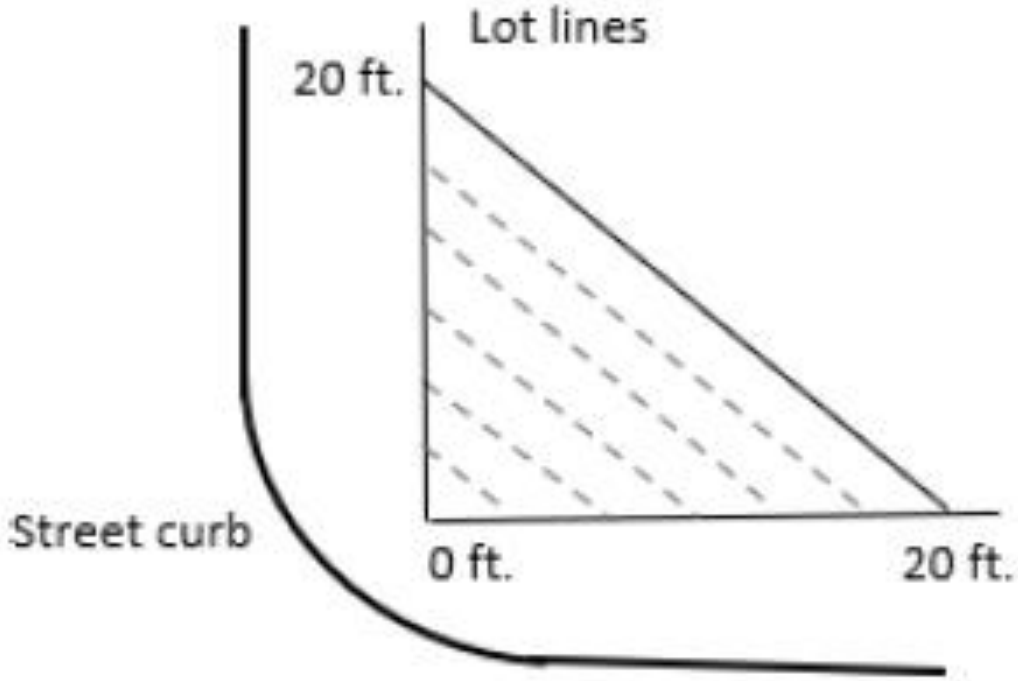
Sight Lines and Fence Height in Front Yard on Corner and Non-Corner Lots

- OPCD has received requests from the public and elected officials to clarify Sections 235-25.K &-25.L of the code which are confusing and easily misinterpreted
- The purpose of these regulations is to ensure visibility and safety by regulating the height of fences and other structures on corner lots and in front yards and to maintain an interesting streetscape

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Sight Lines and Fence Height in Front Yard on Corner Lots

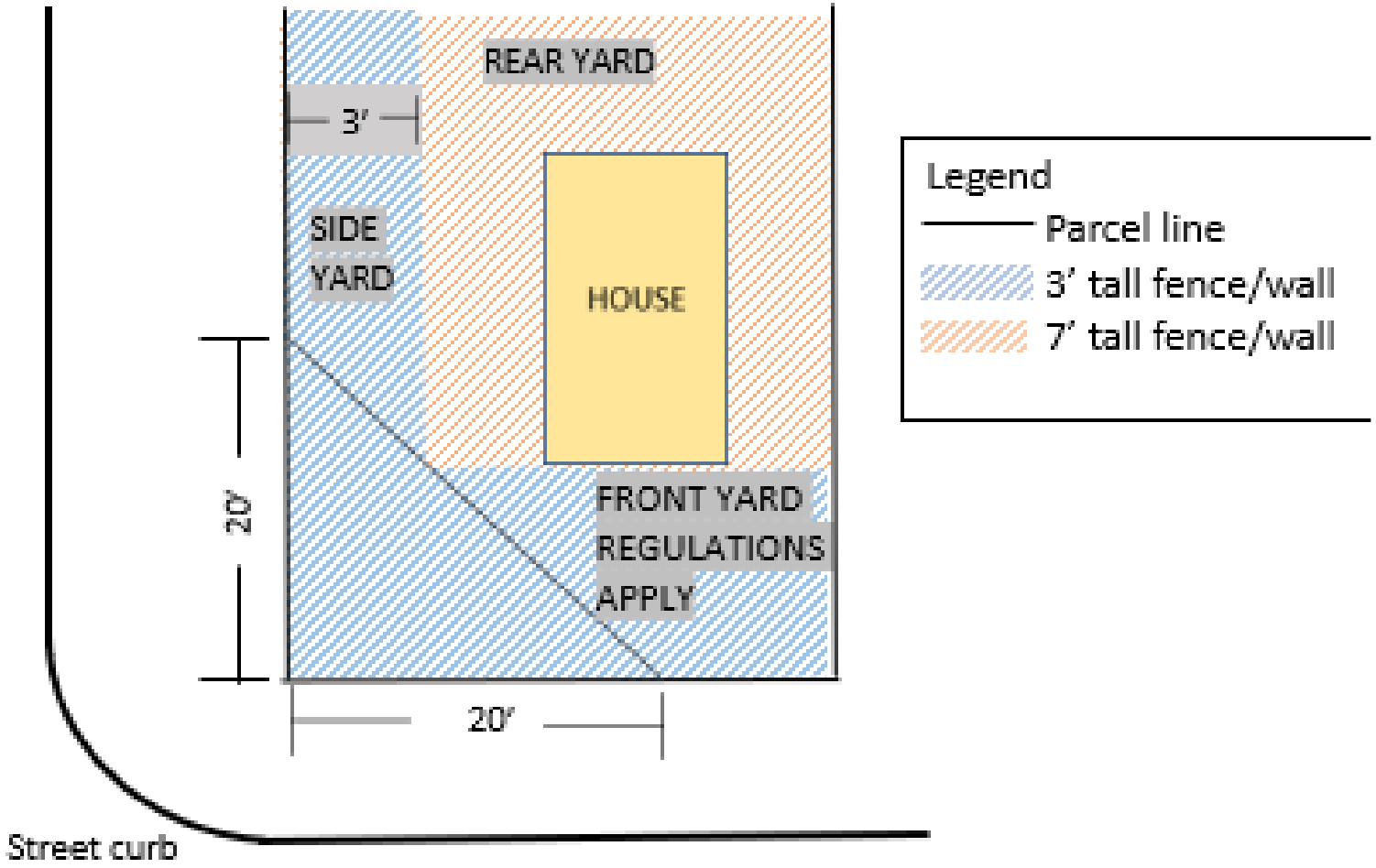
- The proposed measurements were carefully selected based on the existing code, codes in other cities and towns, traffic safety regulations, and a setback analysis conducted by OPCD Staff
- The amendment proposes that within a triangular area formed by measuring 20 ft. from the intersection of the property lot lines, a structure cannot exceed 3 ft. in height



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Sight Lines and Fence Height in Front Yard on Corner Lots

- Beyond the triangular area
  - In the side yard structures may be taller if they are setback 3 ft. from the property line
  - In the front yard structures follow the front yard regulations



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Sight Lines and Fence Height in Front Yard on Corner Lot-- Do's and Don'ts









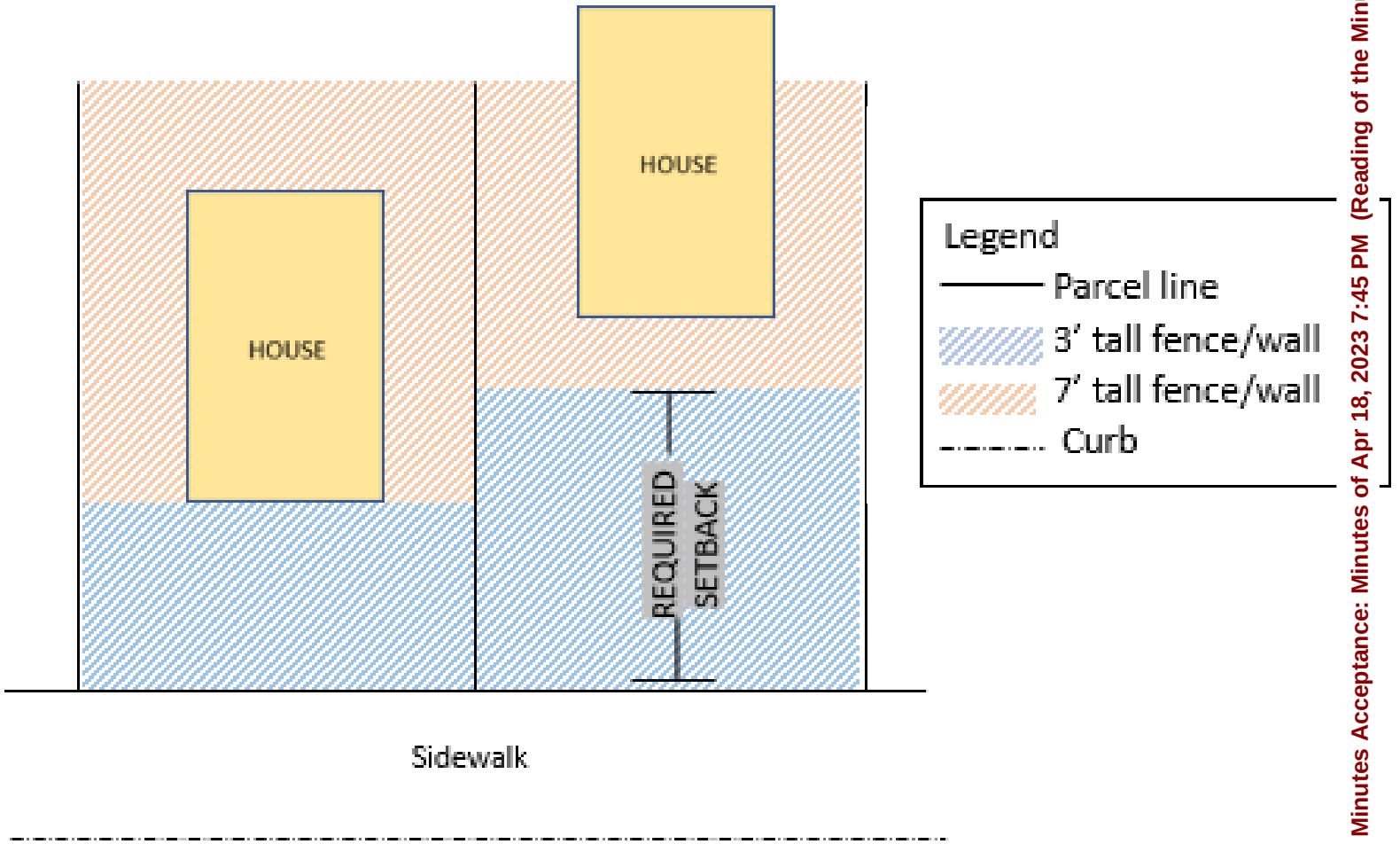




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Sight Lines and Fence Height in Front Yards on Non-Corner Lots

- For non-corner lots, the amendment proposes that within the front yard setback or from the line of the existing primary structure to the lot line (whichever is less), a fence, wall, or similar structure will not be taller than 3 ft.
- Beyond the setback or the line of the existing primary structure, fences and walls may be up to 7 ft. tall



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Sight Lines and Fence Height in Front Yard -- Do's and Don'ts









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Site Plan Review Criteria

Proposal: Amend Section 235-16.1.E(5) Site Plan Approval

Site Plan Approval Criteria

- In relation to Section 235-25.K & -25.L, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites during the Site Plan Review process

SECTION §235-16.1.E(5)

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets

Proposal: Amend General Code to include vegetation height and shift enforcement from Building Inspector to Department of Public Works

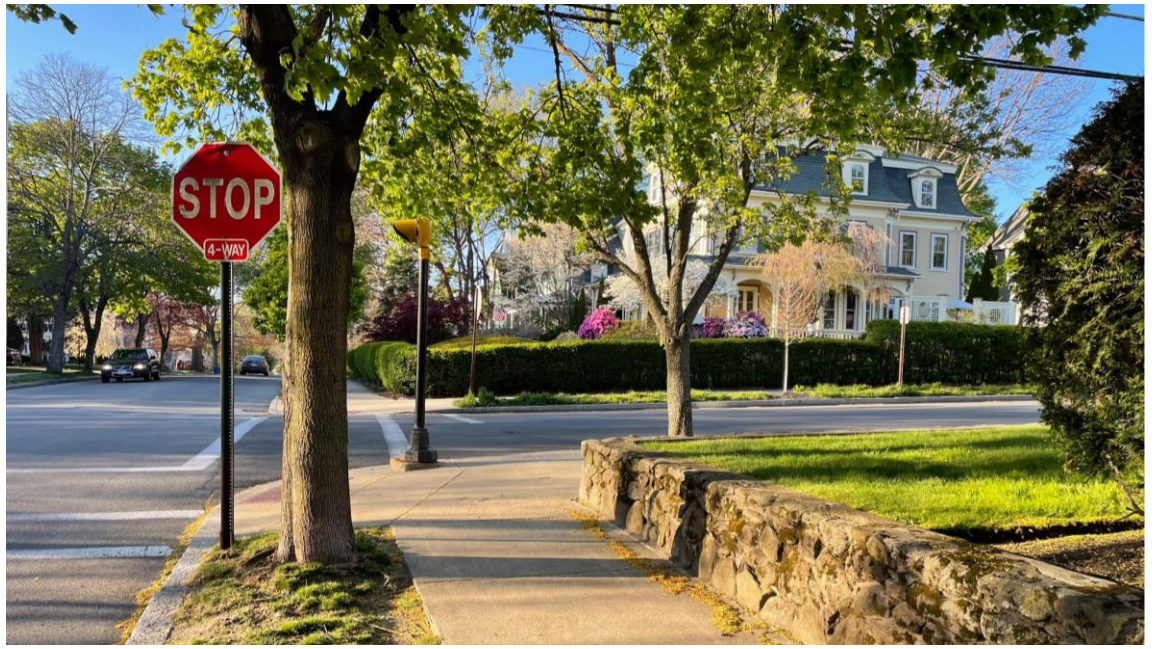
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Vegetation Height for Corner Lots & in Yards along Streets

- Vegetation is proposed to be moved from Sections 235-25.K & -25.L of the MZO to the General Code shifting enforcement responsibility from the Building Commissioner to the DPW, which oversees vegetation maintenance throughout the City
- In removing vegetation from the zoning ordinance, existing vegetation will not be deemed legally nonconforming, allowing for enforcement of new and existing vegetation
- The Director of Public Works may use discretion in determining if existing vegetation creates a safety hazard

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges & any other leafy vegetation are regulated to:
  - Promote driver and pedestrian safety by ensuring no obstructions in the public way
  - Maintain an interesting, pedestrian friendly streetscape

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Vegetation Height for Corner Lots & in Yards along Streets

- Hedges can be up to 3 ft tall and leafy vegetation cannot obstruct view within 3 feet of front yards or side yards
- This proposal also limits height following the same 20 ft. measurements for corner lots as Section 235-25.K







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Unit Size

Proposal: Amend Section 235-25.I

Unit Size

- The zoning code's restrictions on dwelling unit size prevent the City from complying with DHCD's guidelines on the new multi-family zoning requirements for MBTA Communities (MGL Chapter 40A Section 3A)
- To comply, zoning cannot restrict the size of residential units
- The proposed amendment removes minimum unit sizes requirements from the code

§ 235-25 Additional dimensional and density provisions.

I. The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.

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Unit Size

There are several mechanisms that will be used to prevent overcrowding (a rare occurrence in Melrose):

- ✓ Health and State Building Code regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls
- ✓ Zoning district regulations controlling the number of units include lot area, FAR, and/or height and setback restrictions
- ✓ Market demand controls unit size

235 Attachment 2

City of Melrose

Table of Dimensional and Density Regulations

[Adopted 4-6-2015 by Ord. No. 2015-90; 6-7-2021 by Order No. 2021-96]

District	Use	Minimum Lot Area (square feet or as noted)	Minimum Frontage and Lot Width (feet)	Minimum Lot Depth (feet)	Yards			Maximum Height (feet)	Maximum Stories	Maximum Coverage	Maximum Floor Area Ratio	Mini Op Sp
					Front (feet)	Side (feet)	Rear (feet)					
SR	Any permitted use	25,000	110	90	25	20	50	35	2 1/2	35%	None	50
SR-A	Any permitted use	15,000	100	90	25	15	40	35	2 1/2	35%	None	50
SR-B	Any permitted use	10,000	80	90	20	12	30	35	2 1/2	35%	None	40
UR-A	Townhouse	7,500 per dwelling unit	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Two-family dwelling	13,500	100	90	20	10[1]	20	35	2 1/2	35%	None	35
	Single-family dwelling	7,500	75	90	20	10	20	35	2 1/2	35%	None	35
	Any other permitted use	10,000	100	90	20	10	20	35	2 1/2	35%	None	35
UR-B	Single-family dwelling	7,500	75	90	20	10	15	35	2 1/2	50%	None	30
	Two-family and multifamily dwelling uses and townhouses	7,500 plus 3,000 for each dwelling unit more than 1	100	90	20	10[1]	15	35	2 1/2	50%[2]	None	30
	Any other permitted use	10,000	100	90	20	10[1]	15	35	2 1/2	50%	None	20

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Unit Size

- Eliminating unit size will allow the City to comply with MGL Chapter 40A Section 3A while still regulating density using other zoning provisions
- This will enable the City to have a variety of housing types in terms of size and cost, which is a goal of the Housing Production Plan

Housing Goals

MELROSEHPP

1. **Housing Mix.** Encourage a range of housing options and types to serve households with a variety of incomes and meet the diverse needs of current and future Melrose residents.
2. **Racial Equity.** Advance racial equity, promote inclusion, encourage wealth creation through housing access for people of color, and enrich the Melrose community through increased diversity.
3. **Affordable Housing.** Expand and preserve deed-restricted and subsidized Affordable Housing opportunities for low- and moderate-income households, including family households.
4. **Enhanced Neighborhoods.** Utilize housing as a tool to enhance existing Melrose neighborhoods, balancing development with other community priorities like open space, historic preservation, economic development, walkability, sustainability, and resilience.
5. **Community Engagement.** Promote an understanding of the role that housing plays in Melrose and the region through ongoing public engagement and discussion.

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Family & Dwelling Unit Definition

Proposal: Amend Section 235-5 *APARTMENT HOUSE; FAMILY; DWELLING, ONE-FAMILY; DWELLING, TWO-FAMILY; DWELLING, MULTIFAMILY* Definitions & Amend Section 235 Attachment 1

Family & Dwelling Unit Definition

- To comply with DHCD's new multi-family zoning requirements for MBTA Communities, the definition of family needs to be amended as zoning cannot limit the number of occupants in a unit
- Restricting occupancy based on biological or legal relationships can be discriminatory and does not address the purposes of zoning
- Biological families can have the same, less, or more of an impact on traffic, parking, overcrowding, etc. than a non-traditional family living together as a household

§ 235-5 Definitions.

FAMILY

An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and includi necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, n more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurs or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a sing housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individua shall constitute a single family.

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Family & Dwelling Unit Definition

- The zoning code already defines Dwelling Unit and Multifamily Dwelling Unit
- Defining One-family and Two-family Dwelling Units instead of defining Family organizes the code in a more streamlined manner
- The Dwelling Unit definition establishes the primary intent of a residential unit being a space with complete living facilities occupied by people who share use of the space as a single housekeeping unit

§ 235-5 Definitions.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units and including an apartment house, garden apartment house and multifamily dwellings.

DWELLING UNIT

One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

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Family & Dwelling Unit Definition

- This amendment also strikes the definition of Apartment House from the zoning ordinance, the Table of Use and Parking Regulations, and the definition of Multifamily Dwelling
- The definition of Multifamily Dwelling duplicates the apartment house use rendering it obsolete
- The reference to garden apartment house is also eliminated from the definition of Multifamily Dwelling because it is no longer relevant

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see § 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	—	—	—	—	~~S~~	~~P~~	—	—	—	—	~~P~~	—	—	~~B~~

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chairman

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

March 27, 2023

The Honorable City Council
Of the City of Melrose, Massachusetts

Re: Report to City Council on Order 2023-59, Amending Melrose Revised Zoning Ordinance, Chapter 235, Various Provisions

To the Members of the City Council:

Pursuant to Massachusetts General Laws, Chapter 40A, Section 5, the City Council held a public hearing on the above-reference zoning amendments on March 6, 2023. The proposed amendments were initiated by the Planning Board to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. City Councilors had questions and comments regarding the proposed amendments, which were discussed at the public hearing. No one from the public appeared to comment or submitted written comments.

The Planning Board held a public hearing on the above-referenced zoning amendments on March 13, 2023, at the request of the City Council to hold separate hearings. No one from the public appeared to comment or submitted written comments. Members discussed the questions and comments raised by the City Councilors and responded to the feedback as detailed below.

Deed Restrictions for Properties with In-Law Apartments
Members of the City Council questioned if there should be deed restrictions for properties with In-Law Apartments. It was clarified that to establish an In-Law Apartment, Applicants must apply to the Board of Appeals for a special permit. Applicant must record the Board of Appeals' decision at the Registry of Deeds, which would appear during a title search.

In-Law Apartments Special Permits and Variances
Members of the City Council inquired about the volume of requests for variances for In-Law Apartments. Planning Staff determined that there have been 14 applications for In-Law Apartments since 2010, 8 of which required variances from §235-5 Definition of In-Law Apartments Standards F & G. All but one application was approved. The number of requests for In-Law Apartments is, on average, approximately one application per year. The proposed amendment is not expected to increase the volume in any meaningful way.

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BA-2 Zoning District Line Change at 521-529 Franklin Street
Members of the City Council questioned whether a proposal to change the lines of a zoning district should be included in this package of zoning amendments. The Planning Board noted that it is a best practice to have zoning districts follow parcel lines to avoid parcels being split into two different districts. In this instance, the direct abutters on either side of the property are commercial buildings and there are many other commercial and mixed uses in the direct vicinity, so the BA-2 designation for the entire parcel is logical and desirable. Furthermore, although not required by law, the Planning Office mailed notices with information about the amendments to abutters within 300 feet of the subject parcel. No comments from the public were received. The Planning Board continues to recommend including this district line change with the package of zoning amendments.

Translations for Proposed Amendments
The Planning Board discussed a comment by City Councilors regarding the accessibility of the zoning code and if the regulations were available in languages besides English. It was noted that the regulations are hosted on the Ecode360 website where the City Charter and most City Codes can be found. On the Ecode360 website there is a Google Translate tool available. Planning Staff suggested that the City could prepare written guidance for the public on specific provisions such as the updated fence and vegetation regulations and consider how best to offer the information in multiple languages.

Corner Lot Setbacks
Members of the City Council requested that the changes proposed for corner lots be reviewed for public safety. Planning Staff reviewed this amendment with the Police Chief and the Fire Chief and neither official expressed any concern. Both agreed that the recommended amendment is logical and will not create any safety hazards.

Differences Between a Lodging House/Unit and a Dwelling Unit
A member of the City Council inquired about the differences between lodging houses/units, and dwelling units. The Planning Board reviewed the definitions of "Dwelling" and "Dwelling Unit" in the Melrose Zoning Ordinance which are defined as follows:

- DWELLING: A privately or publicly owned permanent structure, whether owned by one or more persons or in condominium, which is occupied in whole or in part as the home residents or sleeping place of one or more persons. The term 'one-family, two-family or multifamily dwelling' shall not include a hotel, lodging house, hospital, membership club, mobile home or dormitory.
- DWELLING UNIT: One or more living and sleeping rooms providing complete living facilities for the use of one or more individuals constituting a single housekeeping unit, with permanent provisions for living, sleeping, eating, cooking and sanitation.

The definition of "Dwelling" specifically states that lodging houses are disparate from dwellings. Additionally, "Dwelling Units" are constituted by single housekeeping units.

The Planning Board also reviewed the definitions of "Lodging Unit" and "Lodging House" in the Melrose Zoning Ordinance which are defined as follows:

- LODGING UNIT: One or more rooms for the semi-permanent use of one, two or three individuals not living as a single housekeeping unit and not having cooking facilities. 'Lodging unit' shall include rooms in boardinghouses, lodging houses, tourist homes, or rooming houses. It

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shall not include convalescent, nursing or rest homes; dormitories of charitable, educational or philanthropic institutions; or apartments or hotels.

- LODGING HOUSE: A building containing for or more lodging units.

Residents in "Lodging Units" are not living as single housekeeping units as they would be in a "Dwelling Unit." Additionally, "Lodging Units" do not have cooking facilities whereas "Dwelling Units" must provide complete and permanent living facilities including provisions for cooking. Also, lodging houses require a license from the City Council and are only allowed in a few zoning districts. The Planning Board feels that the Melrose Zoning Ordinance clearly differentiates between lodging houses/units, and dwelling units and does not recommend any further changes.

Replacement of Existing Fences in Accordance with New Regulations
Members of the City Council wondered if property owners would be allowed to replace existing fences in-kind if they do not conform to the new regulations. The Planning Staff consulted with the Building Commissioner on this question. He explained that there are regulations on fence height and setbacks in the current code so fences that do not currently conform may be illegal. Fences that conformed to the old code and not the new code would be considered legally nonconforming and protected; however, if the fence was completely reconstructed it would need to comply with the new code. Repairing sections of a legally pre-existing nonconforming fence would be allowed by-right. The Building Commissioner confirmed that compliance with these regulations is primarily driven by complaints and that the City does not typically receive many fence complaints.

Front Yard Fence Height
A member of the City Council suggested that the proposed 3-foot front yard fence height may be too low for residents with pets. Pets that can jump over a 3-foot fence would either have to be kept in the side or rear yards or restrained by leash or other means. Alternatively, residents could request a variance from the proposed amendment in special cases where a taller front yard fence may be needed. The Planning Board continues to feel that the provision for 3-foot fence height in the front yard is reasonable and benefits the streetscape without limiting the use of pet owners' properties.

Special Permit Timeline
Members of City Council questioned if it is beneficial to increase the special permit timeline to three years. The Planning Board discussed how once projects are approved by the Planning Board or Zoning Board of Appeals, it often takes time to gather and complete all the necessary materials to obtain a building permit. In some cases, extending the special permit timeline may result in the development moving forward more quickly because the Applicant may not have to return for a new hearing due to an expiration of the project's permit.

This proposed amendment does not affect the timelines for variances or site plan approvals. Variances will still expire after one-year if unexercised, with the possibility of a six-month extension if requested prior to expiration. Site plan approvals are valid for two years with the possibility of an extension for good causes with a written request to the Planning Board.

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To summarize, the Planning Board does not recommend making any changes to the package of proposed zoning amendments originally submitted and reviewed during two separate public hearings. The Planning Board finds that the proposed zoning amendments are reasonable, fair and provide clarity. The amendments will create a more user-friendly code that complies with the Massachusetts General Laws and reduces the number of variance requests; this will in turn benefit both the Board of Appeals and residents by alleviating a significant financial and administrative burden. The Planning Board respectfully recommends that the City Council vote in favor of adopting the proposed zoning amendments as submitted and dated January 31, 2023.

If you have any further questions, or we can provide any additional information, please do not hesitate to contact us. We would be pleased to make ourselves available to you as you continue to deliberate on this issue.

Very truly yours,

Gregory Sampson

Gregory Sampson
Chairman

Attachment: Proposed Zoning Amendments, January 31, 2023

cc: Mayor Paul Brodeur
Shannon Phillips, City Solicitor
Albert Talarico, Building Commissioner
Denise Gaffey, City Planner
Members of the Planning Board
Members of the Board of Appeals

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CITY OF MELROSE

PLANNING BOARD

GREGORY SAMPSON
Chair

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
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January 31, 2023

The Honorable Mayor Brodeur and
The Honorable City Council
of the City of Melrose, Massachusetts

RE: Proposed Zoning Amendments

To His Honor and the Members of the Council:

At its meetings on December 19, 2022 and January 23, 2023, the Planning Board voted to submit the attached zoning amendments to the City Council. These proposed changes seek to clarify sections of the code for easier interpretation and understanding, ensure compliance with Massachusetts General Laws, and reduce the number of variance requests for violations that are regularly approved by the Board of Appeals. The purpose and reasoning behind each proposed amendment will be described in detail below.

Corner Lot Setbacks
The purpose of this amendment is to allow properties on corner lots to have similar side yard setback requirements as those properties that are not at the intersection of streets. In the Boards extensive review of corner lot properties, allowing for side yard setback distances on corner lots by Variance has not been detrimental to the streetscape or to the abutting properties. Two yards often function as side yards and allowing for a side yard setback in these locations provides the Owner space to build a structure that is consistent with the use of the yard while not creating negative impacts to the rhythm of buildings on the block.

Changing the Ordinance to allow for side yard setbacks will remove the need for many cases to obtain a Variance for corner lot setback relief. Since 2017, 38 cases have been brought before the Board of Appeals for variances related to a hardship imposed by the corner lot setback requirements. Removing the need for this permit reduces the Owners' administrative work, uncertainty, cost and extended permitting time that is associated with construction on corner lots. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Structure Definition
The Melrose Zoning Ordinance (MZO) currently defines retaining walls and fences as structures. MZO §235-24.B, Accessory Buildings and Other Structures, requires

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accessory structures to be governed by regulations for an accessory building unless specifically exempted by a variance. Oftentimes fences and retaining walls are therefore required to have an accessory structure setback from property lines. Since it is a typical condition for a retaining wall or fence to be on or close to a property line, it was likely not the intent of the regulation for accessory structure setback to apply to them. Removing retaining wall and fence from the definition of structure will resolve this issue.

BA-2 Zoning District Line Change at 521-529 Franklin St.
521-529 Franklin Street (parcel B12 058) is split into two zoning districts. The front of the parcel facing Franklin Street is in BA-2, while most of the parking lot to the rear is in UR-A. The property owner requested that the entirety of the lot be brought into BA-2 explaining that refinancing and insuring the property is complicated by the split zoning and the best use of the property is in line with uses permitted in BA-2.

Definition of Retail Food Establishment
This amendment updates the definition of retail food establishment to allow for the sale of alcoholic beverages for off premise consumption, which reflects the recent change in the City's liquor laws.

Definition of In-law Apartment
The definition of in-law apartments in the MZO has been found to be overly restrictive and creates undue hardship for many applicants who wish to create a dwelling unit for a family member in their home or attached to their home. The provision requiring the unit to be located within the single-family dwelling as it existed on January 1, 1990, is limiting and prohibits additions to accommodate in-law apartments. The Board of Appeals has approved variances from this provision on several occasions to permit in-law apartments and allow for this reasonable use where all other provisions are met.

This amendment strikes paragraph F from the definition and modifies paragraph G to address this issue. Removing paragraph F will allow for alterations and additions to existing single-family houses to accommodate in-law apartments. Revising paragraph G would continue to restrict the size of the unit in relation to the existing single-family home; additions would need to conform to the dimensional regulations within the district; and a special permit from the ZBA is still required for all in-law apartment proposals. This amendment is also identified as an action item in the Melrose Forward Master Plan.

Votes for Special Permit Approval & Term
Votes for Approval
This amendment updates the MZO to be consistent with recent changes to MGL C.40A (the Zoning Act) and reflect State regulations. Chapter 358 of the Acts of 2020 made several amendments to Chapter 40A, including: (1) changes to section 5 to reduce the number of votes required to enact certain kinds of zoning ordinances and bylaws from a ⅔ supermajority to a simple majority; and (2) changes to section 9 making similar changes to the voting thresholds for the issuance of certain kinds of special permits.

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Changes to the MZO related to Zoning Amendment voting is not needed because the language just references Section 5 of the Zoning Act.

Special Permit Term
This amendment increases the time allowed to exercise a special permit, which reflects another recent change to the Zoning Act. Chapter 219 of the Acts of 2016 increased the timeframe to exercise a special permit from two to three years. Municipalities are not obligated to adopt the longer timeframe, however, increasing the special permit term is more accommodating while conforming to the MGL.

Site Lines and Fence Height in Front Yards On Corner and Non-Corner Lots
The language in Sections 235-25.K and 235.25.L of the Zoning Ordinance is confusing and unclear. The Office of Planning and Community Development has received calls from residents attempting to understand this section of the code, which is easily misinterpreted and difficult to follow. Councilor McMaster also requested that the language in sections §235-25.K & §235-25.L be revised prompting the proposed amendment which provides clearer and more manageable instruction.

Site Plan Review Criteria
In relation to the amendment above, in districts where no setback from the property line is required, attention should be given to the safety of travel around corner sites with relation to the location of buildings and driveway openings during the Site Plan Review process. While the preceding amendment regulates lots in residential districts, this amendment ensures that this issue is considered for all new development.

Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment
In amending §235-25.K & §235-25.L, vegetation was removed from these sections and inserted in the General Code shifting enforcement responsibility from the Building Commissioner to the Department of Public Works, which generally oversees vegetation maintenance throughout Melrose. Additionally, with the regulation removed from the zoning ordinance a hedge that exists today will not be deemed legally nonconforming. The general code allows enforcement of existing and new vegetation and discretion is provided to the Director of Public Works to determine if vegetation creates a safety hazard.

Unit Size
The MZO's restrictions on unit size as regulated in §235-25.I prevent the City from complying with the Department of Housing and Community Development's guidelines on the new multi-family zoning requirements for MBTA Communities. (See Section 3A of MGL c. 40A, that was part of the 2021 Economic Development Bill.) The regulations require that multi-family housing is suitable for families with children and that zoning cannot restrict the number of bedrooms, the size of bedrooms, or the number of occupants.

The proposed amendment strikes the minimum unit sizes from the zoning ordinance. Residential unit sizes are addressed in the State Sanitary Code, enforced by the Board of

Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

Health, and the State Building Code, enforced by the Building Commissioner, which regulate minimum dwelling unit and bedroom sizes per occupant and other dimensional controls of residential units. In addition to the aforementioned codes, the City's zoning districts have different mechanisms that directly or indirectly control the size of residential units. Some districts regulate the number of units per lot based on lot area, and all control a building's size through Floor Area Ratio and/or height and setback regulations. Market demand is an additional control over unit size. Two recent developments downtown provide a few studio apartments/microunits of between 360 to 400 square feet in each; however, the market demand is generally for larger units.

By eliminating unit size from the MZO, the City will comply with MGL c. 40A s. 3A while still being able to regulate density using other provisions. In addition to needing to make this change to the Ordinance to comply with the new law, having a variety of housing types in terms of size and cost, is a goal of the City's Housing Production Plan and this change will allow for smaller units, which have been successful in a few recent developments.

Definition of Family & Dwelling Units
The amendment to the definitions of family and dwelling units is also needed to comply with DHCD's guidelines on the new Multi-family zoning requirements for MBTA Communities. It strikes the definition of family and replaces it with definitions for One-Family and Two-Family Dwelling Units. The MZO already defines Dwelling Unit and Multifamily Dwelling Units thereby organizing the code in a more logical and streamlined manner. The definition of dwelling unit establishes the primary intent of a residential unit being a space with complete living facilities (living, sleeping, eating, cooking and sanitation) occupied by people that share the use of that space together as a single housekeeping unit. Restricting occupancy based on biological or legal relationships does not address the purposes of zoning. A biological family can have the same, less, or more of an impact on zoning issues such as traffic, parking, overcrowding, public systems, etc., than a non-tradition family living together as a household. Regulating density through the current definition of family can be discriminatory and illegal in how it is enforced.

This amendment also seeks to strike the definition of Apartment House from the MZO and the Table of Use and Parking Regulations. The definition references family and the Multifamily Dwelling duplicates the apartment house use rendering it obsolete. Lastly, this amendment seeks to eliminate the references to apartment house and garden house from the definition of Multifamily Dwelling, which are repetitive and antiquated.

In accordance with M.G.L., Chapter 40A, Section 5, all proposed zoning amendments received by the City Council shall be submitted to the Planning Board within 14 days for review and to schedule a public hearing. The City Council and the Planning Board are required to hold public hearings within 65 days. The Planning Board would welcome a joint public hearing with the City Council. After the hearing, the Planning Board has 21 days to submit a report with recommendations to the City Council. The City Council

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must wait until they receive a report from the Planning Board or wait for 21 days before holding a vote. Please forward the proposed amendments to us at your earliest convenience in order to begin the review process.

Thank you for your consideration. We look forward to discussing these important amendments with you.

Respectfully yours,

Gregory Sampson
Planning Board Chair

Attachment: Proposed Zoning Amendments dated January 31, 2023

cc: Shannon Phillips, City Solicitor
Rita Mercado, Chairwoman, Board of Appeals
Albert Talarico, Building Commissioner
Denise Gaffey, OPCD Director & City Planner
Members of the Planning Board

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Corner Lot Setbacks Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

LOT, CORNER - A lot at the point of intersection of and abutting on two or more intersecting streets, the interior angle of intersection of the street lot lines or, in case of a curved street, extended lot lines, being not more than 135°. ~~For purpose of this chapter, each street frontage shall be considered a front yard and the remaining two yards shall be considered rear yards.~~

LOT LINE, REAR—The lot line opposite from the front lot line except as provided for in §235-25.C.

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION 235-25, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

C. ~~A corner lot shall have minimum street yards with the depths which shall be the same as the required front yard depths for the adjoining lots.~~

For a corner lot the street frontage that is used to access the main entrance (typically identified by street address) of the structure from the street shall be considered a front yard. The other street frontage shall be considered a side yard.

Of the remaining two yards, the yard with the shallower depth shall be considered a side yard and the yard with the deeper depth shall be considered the rear yard. If the remaining yards have the same depth, the owner can designate the side and rear yards.

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Structure Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION 235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

STRUCTURE - A combination of materials ~~for permanent or temporary occupancy or use~~ that are constructed or erected on the ground, such as but not limited to a building, bridge, trestle, tower, framework, ~~retaining wall~~, tank, tunnel, tent, stadium, reviewing stand, platform, swimming pool and equipment, shelters, piers, wharves, bin, ~~fence~~, and sign ~~or the like~~.

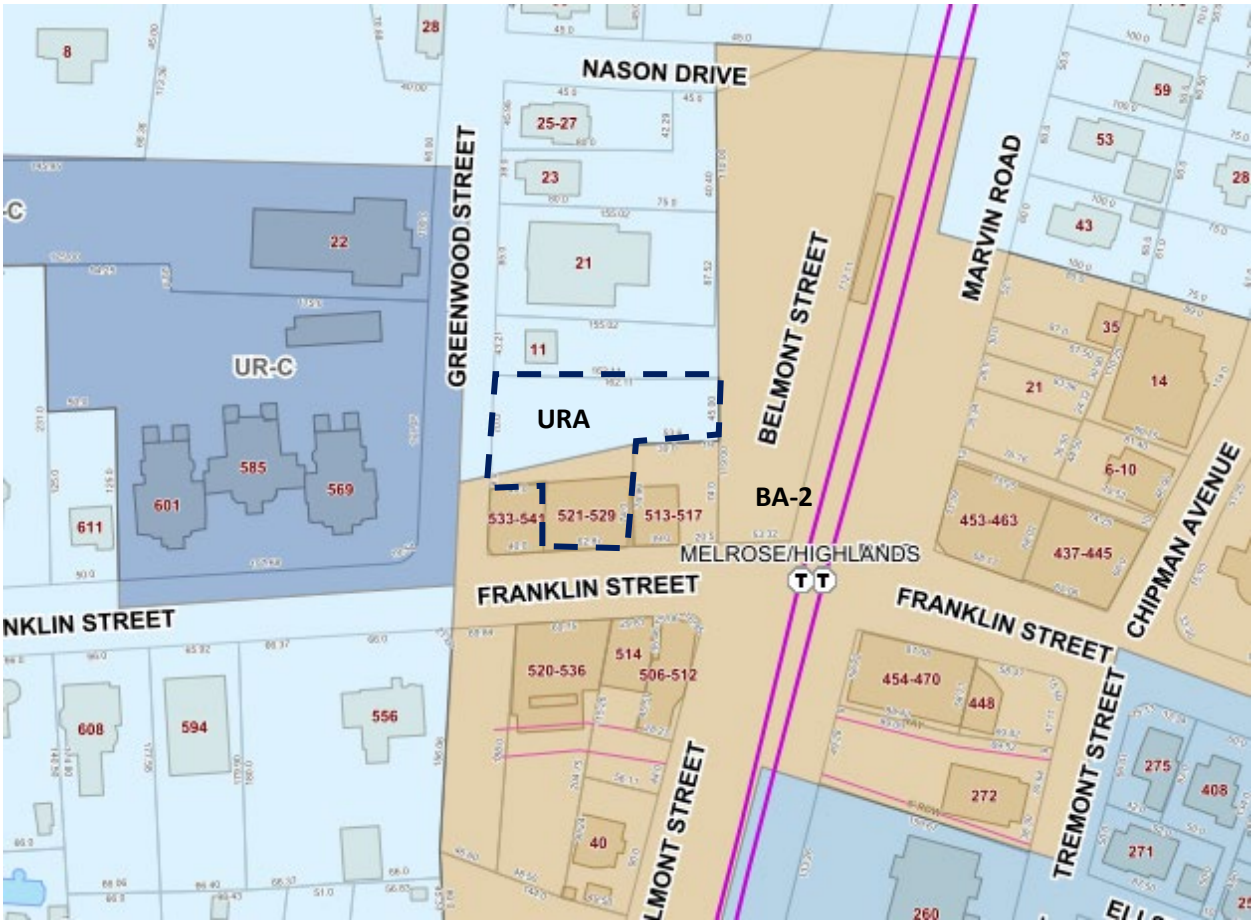
Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM (Reading of the Minutes)

BA-2 Zoning District Line Change at 521-529 Franklin St.

Article III. Establishment of Districts

§235-8 Changes to map

The location and boundaries of the zoning districts are hereby amended as shown on a map titled "Zoning Map of the city of Melrose, Massachusetts," dated __.



Proposed Zoning Map Amendments 12.19.2022

- BA-1
- BA-2
- BB
- BB-1
- BC
- BD
- I
- I-A
- SR
- SR-A
- SR-B
- UR-A
- UR-B
- UR-C
- UR-D

UR-A to BA-2

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Definition of Retail Food Establishment

Amend Chapter 235, ARTICLE II Word Usage and Definitions, SECTION 235-5, Definitions as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

RETAIL FOOD ESTABLISHMENT- A retail store selling food products, not to be consumed on the premises, which shall include but not be limited to one or more of the following: fresh cheese, fresh meat or delicatessen products, freshly prepared baked goods or confections, natural and organic food or beverages, and which may also sell, incidental to the sale of food products therein, ~~wines and malt beverages,~~ alcoholic beverages for off premises consumption; but not tobacco products, lottery tickets, pharmacy items, toiletries, personal care products or photographic supplies or services. The term "retail food establishment" as used herein shall further comport with the definition of "establishment" as defined in Chapter 327 of the Acts of 2008.

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F.** The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Votes for Special Permit Approval & Term

Amend Chapter 235, ARTICLE XI, Special Permits and Conditions, SECTION 235-62, Special Permit Procedure as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

F. Vote. A concurring vote of all but one of the members of the Board of Appeals is required to grant a special permit or variance by said Board, and two-thirds concurring vote of the Planning Board is required to grant a special permit by said Board except when only a simple majority is required for multifamily housing, mixed-use development in centers of commercial activity within a municipality, and reduced parking space to residential unit ratio requirement, all pursuant to the specifications in Section 9 of the Zoning Act.

G. Certification and recording of special permit or variance. Any special permit or variance granted by a special permit granting authority shall be certified by said authority and show the name and address of the landowner or applicant if other than the owner. The notice of special permit shall identify the land affected, set forth compliance with statutory prerequisites and state that a special permit has been granted and certify that copies of the decision and all plans referred to in the decision have been filed with the City Clerk and the Planning Board. No variance or special permit, or any extension, modification or renewal thereof, shall take effect until a copy of the decision bearing the certification of the City Clerk that 20 days have elapsed and no appeal has been filed or, if such appeal has been filed, that it has been dismissed or denied is recorded in the Registry of Deeds with the date and time of such recording and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. A special permit granted under this chapter shall lapse in ~~two~~ three years, which shall not include such time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun by such date except for good cause.

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Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.K and §235-25.L, Additional dimensional and density provisions, as follows.

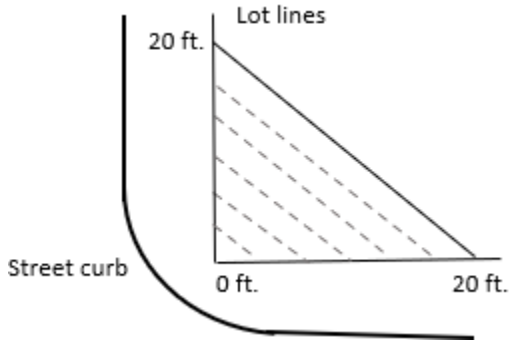
Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.K.

~~At no street intersection in any district shall any new or replacement organic material, excepting a lawn or ground cover, be planted or permitted to grow, nor any obstruction to vision exceeding the lesser of three feet in height above the plane established by the intersecting streets or 30 inches above the sidewalk be placed, nor shall existing organic material be permitted to grow above such height, on any lot within the triangular area formed by the intersecting curbs at a distance of 25 feet from the corner. Where curbs do not exist, measurement shall be made along edge of pavement.~~

K. For a corner lot in a district with a required front yard setback, a fence, wall, or other structure shall not exceed three feet in height above the plane of the intersecting streets herein (also see §202-4.1):

a) Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.
b) Notwithstanding §235-25.K(a), if a fence, wall, or similar structure is setback three feet from the lot line in the side yard as designated in §235-25.C they are exempt from the height restrictions in this section; and
c) Otherwise, §235-25.L applies.



Section §235-25.L

~~A fence, hedge, wall, sign or other structure or vegetation may be maintained on any lot, provided that in the front yard area no such structure or vegetation shall be over three feet in height above the adjacent ground within five feet of the front lot line unless it can be shown that such vegetation will not restrict visibility in such a way as to hinder the safe entry of a vehicle from any driveway to the street.~~

L. For a non-corner lot, a fence, wall, or similar structure within the required front yard setback or from the front lot line to the line of the existing primary structure, whichever is less, shall not exceed three feet in height (also see §202-4.1(B)). Height is measured from the grade of land where the structure is installed. Existing retaining walls may be replaced in kind.

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Site Plan Review Amendment

Amend ARTICLE V, Use Regulations, SECTION §235-16.1.E(5), Site plan review, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

E.5 Convenience and safety of vehicular and pedestrian movement within and around the site and ~~of~~ the location of buildings, fences, walls, or other structures, and driveway openings, in relation to traffic and/or adjacent streets.

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Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment

Insert ARTICLE I, General Provisions, SECTION §202-4.1 Vegetation Height, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

§202-4.1 Vegetation Height

A. For a corner lot, a hedge shall not exceed three feet in height above the plane of the intersecting streets, and/or any other leafy vegetation shall be maintained so as not to obstruct vision herein:

i. Within the triangular area formed by measuring 20 ft. from the intersection of the property lot lines and bounded by a straight line connecting the two points.

ii. Outside of the triangular area, §202-4.1(B) applies.

B. For all lots, a hedge shall not exceed three feet in height within three feet of the property line in the yard adjacent to the street and any other leafy vegetation shall be maintained so as not to obstruct vision of the public way. Height is measured from the grade of land where the vegetation is installed.

C. For existing vegetation, the determination regarding if vegetation is obstructing vision at an intersection or of the public way shall be at the discretion of the Director of Public Works,

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Unit Size Amendment

Amend ARTICLE VI, Dimensional and Density Regulations, SECTION §235-25.I, Additional dimensional and density provisions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-25.I

~~The gross floor area of each one-family detached dwelling and per dwelling unit in a two-family dwelling shall not be less than 768 square feet. The gross floor area in a multifamily dwelling shall not be less than 450 square feet for one-bedroom dwelling units, 600 square feet for two-bedroom units and 768 square feet for three-bedroom or larger units.~~

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Definitions of Family & Dwelling Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Section §235-5

~~APARTMENT HOUSE~~

~~A building designed or intended or used as the home or residence of three or more families, each in a separate dwelling unit, living independently of each other, and who may have a common right in halls and stairways.~~

~~FAMILY~~

~~An individual or two or more persons related by blood or marriage living together as a single housekeeping unit and including necessary domestic help, such as nurses or servants, and further including, provided that the dwelling is owner-occupied, not more than three lodgers or roomers taken for hire. A group of individuals (including necessary domestic help, such as nurses or servants, but excluding lodgers or roomers taken for hire) not related by blood or marriage but living together as a single housekeeping unit may constitute a family. For purposes of controlling residential density, each such group of four individuals shall constitute a single family.~~

DWELLING, ONE-FAMILY

A building containing one dwelling unit.

DWELLING, TWO-FAMILY

A building containing two dwelling units.

DWELLING, MULTIFAMILY

A building containing three or more dwelling units ~~and including an apartment house, garden apartment house and multifamily dwellings~~

Amend Table of Use and Parking Regulations, SECTION 235 attachment 1, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

Table of Use and Parking Regulations

Principal Use	Residential Districts						Business Districts					Industrial Districts		Parking Code (see 235-32)
	SR	SR-A	SR-B	UR-A	UR-B	URC UR-D	BA BA-1	BA-2	BB BB-1	BC	BD	I	I-A	
~~5. Apartment house~~	~~—~~	~~—~~	~~—~~	~~—~~	~~S~~	~~P~~	~~—~~	~~—~~	~~—~~	~~—~~	~~P~~	~~—~~	~~—~~	~~B~~

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CITY OF MELROSE

OFFICE OF THE
CLERK OF COMMITTEES

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4100

ANDREW A. GHOBRIAL
Clerk of Committees

MEMORANDUM

TO: Melrose Honorable City Council

FROM: Andrew Ghobrial, Clerk of Committees

DATE: April 12, 2023

RE: Melrose Zoning Ordinance Votes

On Monday, April 10th a motion was made to divide the Melrose Zoning Ordinance Order 2023-59 into eleven parts: one for each of the contents of Zoning Ordinance Package. Accordingly, due to software limitations in Granicus, the order was duplicated ten times to reflect each vote taken. Come Tuesday, you will see a total of eleven orders encompassing each of the votes taken:

1. **Order 2023-59** - Corner Lot Setbacks: Recommended for passage (11 votes)
2. **Order 2023-83** - Structure Definition: Recommended for passage (11 votes)
3. **Order 2023-81** - BA-2 Zoning District Line Change at 521-529 Franklin St: Recommended ought not to pass (6-5 vote)
4. **Order 2023-84** - Definition of Retail Food Establishment: Recommended for passage (11 votes)
5. **Order 2023-85** - Definition of In-Law Apartment: Recommended for passage (9-2 vote)
6. **Order 2023-86** - Votes for Special Permit Approval & Term: Recommended for passage (11 votes)
7. **Order 2023-87** - Site Lines and Fence Height in Front Yards on Corner and Non-Corner Lots: Recommended for passage (11 votes)
8. **Order 2023-88** - Site Plan Review Criteria: Recommended for passage (11 votes)
9. **Order 2023-82** - Vegetation Height for Corner Lots & in Yards along Streets - General Code Amendment: Tabled (11 votes)
10. **Order 2023-89** - Unit Size: Recommended for passage (11 votes)
11. **Order 2023-90** - Definition of Family & Dwelling Units: Recommended for passage (11 votes)

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Ghobrial, Andrew

From: Ward Hamilton <[redacted]com>
Sent: Saturday, April 15, 2023 3:49 PM
To: City Council
Subject: ORDER-2023-85 and ORDER-2023-90
Attachments: Screenshot_20230415-142401_Message+.jpg; Screenshot_20230415-142317_Message+.jpg; Screenshot_20230415-141950_Gallery.jpg; Screenshot_20230415-142023_Gallery.jpg; Screenshot_20230415-142723_Chrome.jpg

President Grigoraitis:

The purpose of this communication is to share concerns re

ORDER-2023-85 : Amending Melrose Revised Zoning Ordinance, Chapter 235, Definition of In-law Apartment

ORDER-2023-90 : Amending Melrose Revised Zoning Ordinance, Chapter 235, Definition of Family & Dwelling Units

I recently attended a seminar in which one of the topics was short term rentals, in-law apartments and accessory dwellings as it relates to code enforcement. I have attached five images to this email which contain additional information. The presenter was a zoning enforcement officer for the City of Watertown.

After his presentation, I asked him how the family occupancy requirement is enforced for in-law apartments. His response was that it is impossible to do so. Further, that in-law apartments are frequently used by single family home owners as short term rentals. A quick search on the Airbnb website appears to indicate that this is presently taking place in Melrose.

As you will see in the attached images, Massachusetts Building Code (780 CMR) requires that owner-occupied dwellings that will be used as short term rentals, or that have been used as short term rentals since October 17, 2017, must be sprinkled. I would suggest that we have violators who need to be brought into compliance before the rules are relaxed further.

How are we presently regulating short term rentals in Melrose? I looked on the City's website to see what Inspectional Services had but found nothing. That would seem to indicate that such units are illegal apartments. The Commonwealth allows municipalities to tax short term rentals and, as such, we are missing out an additional revenue stream.

I hope that this information will spark a robust conversation about how our City will address such concerns moving forward. The creation of new code and enforcement of existing will be necessary to ensure that the citizens of this City are best served. I encourage you to include the Building Commissioner in the dialogue.

I watched the last meeting when this was before Appropriations and was distressed by Ms. Gaffey's assertion that the order ought to pass because there had been no public opposition to it. A lack of public participation is not evidence of tacit approval--we elect you to represent us and our best interests. If public opposition is the standard by which you are to approve or reject such measures, here is your public opposition.

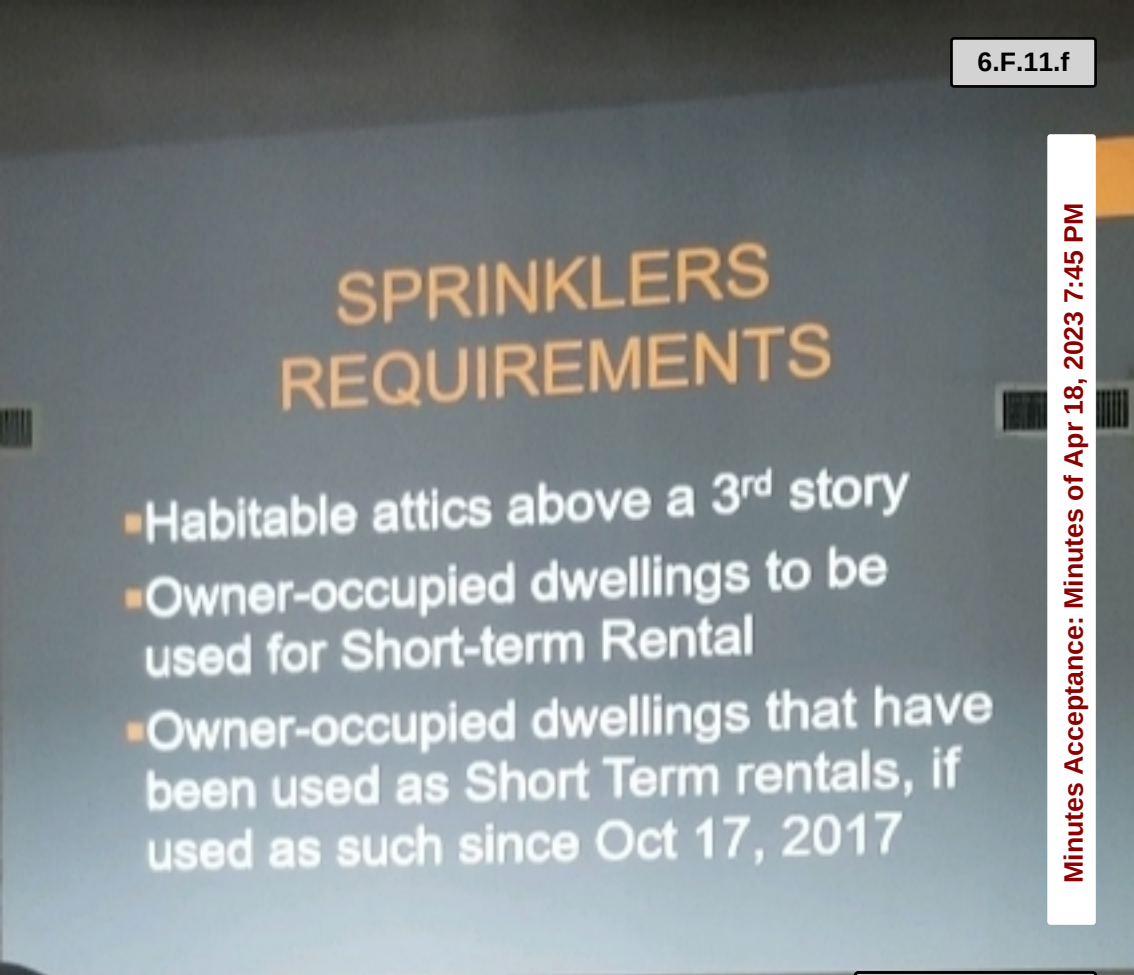
Thank you for your consideration and service to our community.

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Ward Hamilton
[redacted]
Melrose, MA 02176

****CITY OF MELROSE PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.****

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Minutes Acceptance: Minutes of Apr 18, 2023 7:45 PM

Enforcement Process: Administrative

Fines

Chapter 40A states: "No local zoning by-law or ordinance shall assess a penalty of more than **$300 per violation**; provided, however, that nothing in this section shall be construed to prohibit local zoning by-laws or ordinances from providing that **each day the violation continues shall constitute a separate offense**."

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The International Building Code (IBC), for example, applies to what it calls "transient" residential occupancies, or places where occupants stay no longer than 30 days. That broad definition seems to fit the bill for Airbnb rentals and similar properties. Jul 2, 2018

http://www.nfpa.org › Features › T...

The Airbnb Challenge, July August 2018 - NFPA Journal

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In-law Apartment Definition Zoning Amendment

Amend ARTICLE II, Word Usage and Definitions, SECTION §235-5, definitions, as follows.

Text that is removed is ~~crossed out~~ and additions are underlined.

IN-LAW APARTMENT

A dwelling unit either contained within an owner-occupied one-family ~~structure~~ dwelling (such as, but not limited to, a cellar or attic) or attached thereto (such as, but not limited to, a garage or barn) which constitutes separate living facilities for immediate members of the family, such as a mother and/or father or a son and/or daughter or their respective spouses. See "dwelling unit" as defined in this section.

A. An accessory in-law apartment is a separate, subordinate living area constructed as part of an existing owner-occupied one-family dwelling and built in a manner which maintains the appearance of a ~~single-family structure~~ one-family dwelling.

B. There shall be no boarders or lodgers within either unit of a dwelling with an accessory in-law apartment.

C. No accessory in-law apartment shall be constructed without a building permit issued by the Building Inspector.

D. No use as an accessory in-law apartment shall be permitted prior to a certificate of occupancy by the Building Inspector.

E. A certificate of occupancy shall be issued for three years. Continued occupancy shall require issuance of a new certificate of occupancy.

~~**F. The dwelling unit shall be located within the single-family dwelling as it existed on January 1, 1990.**~~

G. The dwelling unit shall occupy no more than 1/3 of the structure's gross floor area ~~as of January 1, 1990.~~

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Short Term Rental Occupancy Tax

The Massachusetts Short Term Rental Occupancy Tax applies to all short term rentals, including those **privately-owned individual units** that are rented daily and weekly on hosting platforms like Airbnb, HomeAway, VRBO, Tripping.com, HomeToGo, etc.

A short term rental is defined as any room or unit that is rented for periods of thirty-one (31) consecutive days or less. It includes a room rented in your house, your primary residence or a second home.

The tax applies to all rental occupancies that commence on or after July 1, 2019 and for which contracts with occupants were entered into on or after January 1, 2019. The total tax is 14.45% (which includes 5.7% state tax, 6.0% local tax, and 2.75% Cape Cod and Islands Water Protection Fund Tax) of the total amount of the rent. Additional information is available at https://www.mass.gov/service-details/room-occupancy-excise-tax.

Beginning January 1, 2023, an additional 3% community impact fee will be applied to all

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CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM
To: Melrose City Council
From: Mayor Paul Brodeur
Re: Parks Commission
Date: April 18, 2023

I respectfully request the Honorable City Council confirm the appointment of James Donohue, 31 Gooch Street, to the Melrose Parks Commission, for a five-year term set to expire on the First Monday of May 2028.

Mr. Donohue is a longtime Melrose resident and an active participant in our community, having recently served as the President of Melrose Youth Soccer for the past five years. During his presidency, Mr. Donohue gained an appreciation and understanding of Melrose's open spaces, as well as insight into the role the Parks Commission plays in managing and maintaining these important resources.

In addition, Mr. Donohue holds a master's degree in business administration from the Boston University Graduate School of Management, which will help drive forward the commission's mission to oversee the design, construction, alteration, repair, maintenance, and management of Melrose's public parks, squares, playgrounds, and open spaces.

Thank you for your consideration.

Attachment: JamesDonohue_Parks_Commission_Memo_2023 (APPT-2023-17 : Appointment of James Donohue to the Melrose Parks

Application Form

Profile

James (First Name) | P (Middle Initial) | Donohue (Last Name)

[redacted] (Email Address)

31 Gooch Street (Home Address) | (Suite or Apt)

Melrose (City) | MA (State) | 02176 (Postal Code)

What district do you live in?

☑ District 6

Mobile: [redacted] (Primary Phone) | (Alternate Phone)

ECG Management Consultants (Employer) | Partner (Job Title)

Which Boards would you like to apply for?

Park Commission: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

My wife and I have lived and raised our 3 children (all of whom attend(ed) the Melrose Public Schools) in Melrose for the past 20 years and use of the City's varied open space resources (both through organized sports and passive recreation) has been a significant part of our lives. I recently stepped down from serving as President of Melrose Youth Soccer for 5 years through this experience have come to understand the importance of the City's open space resources to the physician and emotional development of our children through their involvement in sports at the youth and high school level. I also recognize and appreciate the importance of passive recreational resources and the role the Parks Commission plays in managing and maintaining these resources as well as active recreation facilities related to golf and sports. Thank you for your consideration.

James_P._Donohue_Standard_Resume.pdf
Upload a Resume

Demographics

Attachment: James_Donohue_Application_Redacted 1 (APPT-2023-17 : Appointment of James Donohue to the Melrose Parks Commission)



James P. Donohue
ECG Management Consultants
Partner
Managed Care Services

[redacted]

With nearly 20 years of experience in the healthcare industry, Jim is a trusted adviser to provider organizations looking to improve government and commercial payer reimbursement, enhance revenues, and thrive in a value-based environment. As a member of ECG's Payment Innovation practice, Jim has conducted dozens of consulting engagements focusing on managed care contracting, innovative and conventional reimbursement strategies, business operations, and strategic planning. He works closely with hospital and physician leaders to evaluate and execute strategies to project and improve upon their organizations' financial performance, and they trust him to lead their most sensitive negotiations for medical group and hospital agreements.

Summary of Expertise

As the healthcare industry shifts toward value-based delivery systems, Jim's clients rely on his knowledge of evolving payment arrangements such as bundled payments and shared savings, as well as his expertise in assessing the feasibility of developing and implementing clinically integrated provider networks. Through this work, he has developed extensive experience in the following areas:

- Current and trended Medicare reimbursement methodologies and their implications on commercial payer arrangements
- Commercial payer contract benchmarking and negotiations for medical group and hospital agreements
- Evaluation of evolving and innovative payment arrangements, including bundled payments, shared savings, and risk arrangements
- Planning for and/or assessing the feasibility/advisability of the development of ACOs
- Analysis of reimbursement and consideration of other implications of alternate ambulatory billing structures

Education

Jim holds a master of business administration degree, with a concentration in healthcare management, from the Boston University Graduate School of Management and a bachelor of arts degree from Boston University.

Speeches and Articles

Jim has spoken on innovative payment models, the influence of Medicare on care delivery, and other topics at several organizations, including the Healthcare Financial Management Association (HFMA), the New England Society for Healthcare Strategy, and regional hospital associations.

Affiliations

Jim is a member of HFMA and serves as cochair of the Managed Care Committee of the Massachusetts/Rhode Island chapter.

Attachment: James_Donohue_Resume_Redacted 1 (APPT-2023-17 : Appointment of James Donohue to the Melrose Parks Commission)

VOLTREK
POWERING YOUR JOURNEY℠

April 07, 2023
Elena Proakis Ellis
DPW Director
City of Melrose - Office of Planning and Community Development
562 Main Street, Melrose, MA 02176
RE: DPW Refuse truck DCFC Charger

Quote 22323A

Voltrek is pleased to provide the following pricing and information to install (1) ABB HV150-C and (1) Depot charger box DC Fast Charging system at Melrose DPW. This modular configuration provides DC fast charging for (1) heavy vehicles up to 150kW, but can support (2) additional depot charger boxes. In addition, the service has been sized to support future addition of (2) ABB Terra 184 (180kW) units. See attached product brochure for ABB HV150-C.

Quote

Item	Unit Price	Qty	Amount
EVSE			
ABB HVC150-C Single outlet HVC150-C charging system is a 150 kW DC Fast Charger rated up to 850 VDC. Includes 1x 150 kW power cabinet & 1 x depot charge box with 23 foot CCS1 charging cables. The HVC-150 features a cellular modem, 2 year standard warranty and includes the HVC robustness package (redundant aux. power supply; low temperature option: integrated heating system for extension of the operating temperature to -35 °C to +50 °C; active temperature measurement and control; intelligent air filter system; intelligent fuse control) and the HVC long distance support package (increases allowable distance between equipment to 150 meters, provides a data communication enhancer module and an overvoltage protection system). Part # (1) 6AGC070558 (1) 6AGC076522	$82,023.00	1	$82,023.00
HVC-150 Depot Charge Box standalone pedestal TPEdestal for Depot Box. Depot Box could also be mounted on the ceiling without a pedestal. Priced per depot box. Part# **6AGC069024-R**	$2,735.00	1	$2,735.00
Shipping Per station	$2,500.00	1	$2,500.00
Tax (exempt)	$0.00	1	$0.00
Commissioning & Installation			
ABB Activation Required remote activation. Priced per station. Part# **ACTHP**	$1,027.35	1	$1,027.35
ABB Charger Connect (for 2 years) Annual data connectivity for HV150-C stations, priced per station. Part# **6AGC064781**	$247.00	2	$494.00

Attachment: Melrose DPW ABB HV150 DCFC Charger - Voltrek Quote #22323A (APPRO-2023-26 : An Appropriation from Free Cash for the City

ABB Commissioning Remote commissioning of stations, required for warranty. Part #**CSAHVC**	$1,917.50	1	$1,917.50
Installation			
Electrical Labor and Materials Includes the cost of Switchgear @ $60,858.00	$154,496.00	1	$154,496.00
Excavation Labor and Materials	$66,286.00	1	$66,286.00

Total Project Cost **$311,478.85**

Scope of Work

All labor and material required to install EV chargers:

- Cut bituminous pavement from Utility Pole # 3160 at entrance to Salt Shed on Tremont St. to the Island, Parking Lot & Storage Areas and excavate for installation of 2- 4" primary conduits (encased in concrete) from Utility Pole to padmount Transformer. Trench to be plated until after inspections & concrete is placed. Patch excavated driveway areas with bituminous pavement.
- Excavate for National Grid transformer & ground grid, construct gravel base & provide properly sized precast transformer pad & protection bollards. Mandrill primary conduits with Trench Inspector and install mule tape.
- Provide trench & conduits from utility transformer to switchboard. Install 4" conduits from utility transformer to switchboard location.
- Install conduits from switchboard to 150 kW HVC Power Cabinet & distribution cabinet, Power Cabinet to Depot Box and stub out conduits for future EV Stations.
- Form & pour concrete pad for switchboard, provide precast concrete vault for HVC Power Cabinet & concrete pad for Depot Box and install protection bollards for switchboard, HVC Power Cabinet & Depot Box.
- Stub out conduits from switchboard to future Level 3 EV Stations.
- Furnish and install of 1200 amp 480-volt 3 phase 3 section NEMA 3R switchboard with 1200-amp 3 pole GFI protected main circuit breaker, TSS and branch circuit breakers.
- Install 150 kW Power Cabinet & Depot Box (provided by others), provide 480-volt conductors from switch-board to Power Cabinet and terminate DC cables.
- Interlock & Fiber CAN Cable from Power Cabinet to Depot Box conductors from switchboard to HVC Power Cabinet & DC Cables to Depot Box to be compression lugs.
- Furnish & Install a 75 kVA 480-to-120/208-volt transformer, NEMA 3R distribution cabinet & 225-amp 208 volt "mcb" panelboard for providing 208-volt power for future Level 2 EV Stations & 20-amp 120-volt circuit for Depot box.
- Install protection bollards for HVC Power Cabinet & Depot Box, backfill & grade area as required.
- Total of protection bollards for all equipment – 22 (various diameters, transformer bollards per N. Grid specs).
- Coordinate with National Grid for installation of utility company meter to be installed on padmount transformer.
- Provide "Field Test & Inspection" of 1200-amp GFI main circuit breaker in switchboard by certified vendor.

Attachment: Melrose DPW ABB HV150 DCFC Charger - Voltrek Quote #22323A (APPRO-2023-26 : An Appropriation from Free Cash for the City

- Work with National Grid to energize the utility transformer & power to switchboard.
- Activate, program, and test station.

Scope of work exclusions:

- **Precast bases for ABB 184 kW stations or equivalent and conduits from switchboard.**
- **Furnishing or installation of Signs and Posts if required.**
- **Painting of Parking Spaces.**
- **Removal of tree(s) currently on the Island, relocation of Jersy barriers and removal of chain link fences as required for construction and placement of all equipment.**
- **Any National Grid costs associated with providing the service to the site.**

NOTES:

- This proposal & design is based upon acceptance and approval by National Grid that they can service the site from Utility Pole # 3160 and size of switchboard for current and future loads.

- Currently the estimated delivery schedule for the switchboard is 285 days from placement of order & approval of switchboard design.

- Due to the global supply chain challenges the pricing on the switchboard is valid for 60 days. Price adjustment/ update may be required past the validity period.

Warranty

ABB EVSE comes with a standard 2-year parts only warranty. This coverage can be extended by up to 3 years, and coverage for parts and labor can be added.

Communication Requirements

ABB stations rely on a cellular connection to communicate with ABB and EVConnect. A **T-Mobile or ATT LTE/4G signal** is required at the site.

Voltrek

Is a small business enterprise specializing in planning, installing, and servicing commercial charging station projects. We have been in business for 12 years and offer a full scope of turnkey services to meet your EV Charger needs. Voltrek has installed more than 3200 charging stations to date and is DBE & WBE certified. Voltrek is on State Contract VEH102.

Terms

- Hardware is billed NET 30 from date of shipment. Labor is billed NET 30 from date of completion.
- New customers are subject to a credit check; partial prepayment may be requested based on results.
- Quote is valid for 90 days.
- Due to Global supply chain issues there maybe production delays that are not within the control of Voltrek.

Attachment: Melrose DPW ABB HV150 DCFC Charger - Voltrek Quote #22323A (APPRO-2023-26 : An Appropriation from Free Cash for the City

- Voltrek may agree to accept assignment of a grant award. In the event of a grant award payment being denied for any reason, customer is responsible for the Total Project Cost.
- It is the customer's responsibility to read and comply with all grant program terms and conditions

Please contact me with any questions and thank you for considering Voltrek.

Sincerely,
Mohammed Faiz
Account Manager
VOLTREK, LLC.
Tel: (978) 985-6883

TO ACCEPT CONTRACT PLEASE COMPLETE BELOW AND RETURN TO VOLTREK. IF YOU WANT TO MODIFY OR ADD ITEMS PLEASE REQUEST VIA EMAIL AND AN UPDATED QUOTE WILL BE SENT.

NAME:

DATE:

SIGNATURE:

Attachment: Melrose DPW ABB HV150 DCFC Charger - Voltrek Quote #22323A (APPRO-2023-26 : An Appropriation from Free Cash for the City

PRODUCT LEAFLET

Electric Vehicle Infrastructure

HVC-C UL depot charging for electric fleets



ABB HVC-C UL Depot Charging systems offer a highly reliable, intelligent and cost-effective solution to charge large EV fleets such as buses, trucks and other commercial vehicles.

—
HVC Depot Boxes and power cabinets, lined up at a depot site.

A practical solution for busy depots
ABB Heavy Vehicle Charger (HVC) products enable electric buses and trucks to charge at the depot ensuring flexibility and scale for every fleet operation that is transitioning to zero-emission transportation.

Key Benefits
+ Smart charging
+ Small infrastructure footprint at vehicle interface
+ Flexible design for roof and floor mounting
+ SAE J1772 CCS and OCPP 1.6 compliant
+ Remote diagnostics and management tools

Sequential Charging
Improving total cost of ownership is easy using the sequential charging feature offered by ABB's depot chargers. This feature allows connection of up to three depot charge boxes with a single power cabinet and vehicles are charged sequentially over time. The system can follow an embedded, predefined charging process or remote triggers sent by a fleet management system via OCPP 1.6.

- Vehicles are charged with high power, maximizing vehicle availability
- The required grid connection is smaller, reducing upfront investments and operational costs
- The compact depot box is easy to install at sites with space constraints
- Optimal utilization of installed infrastructure meaning lower investments in charging equipment.

Buy America
ABB can offer the HVC-C Depot Charging Solution with compliance to the Buy America Act Rule 49 CFR Part 661.5.

Future-proof modular design
Power cabinets can be upgraded from 100 or 150 kW in the field, as well as add additional depot charge boxes, allowing operators to scale their operation and to spread investments over time.

Safe and reliable operation
ABB fast chargers are designed to the highest international electrical, safety, and quality standards and are certified by notified bodies - guaranteeing safe and reliable operation.

Connectivity and remote services
ABB chargers come with an extensive suite of connectivity features including remote services such as monitoring, management, diagnostics and software upgrades. These advanced services provide equipment owners with powerful insights into their charging operations while enabling high uptime.

ABB is your experienced partner
ABB HVC products are based on a decade of high power experience in EV charging solutions. ABB has installed over 13,000 fast charging systems in more than 80 countries – and is the leading EV infrastructure technology supplier globally.

Attachment: Melrose DPW ABB HV150 DCFC Charger - Voltrek Quote #22323A (APPRO-2023-26 : An Appropriation from Free Cash for the City

Overnight charging 100 kW - 150 kW

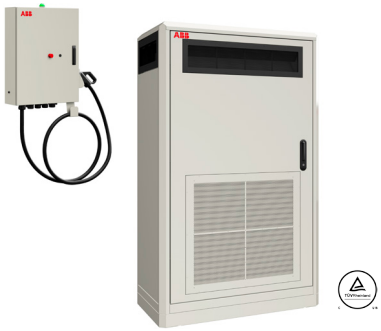
A field upgradeable system with future proof reliability

HVC 100C



Upgrade

HVC 150C



HVC 150C*



Upgrade can be done in the field by adding an extra power module. No groundworks, digging and disturbance to the site required.

* 150 kW overnight charging system with three depot charge boxes; shown mounted on pedestal option.

Technical specifications

Configurations		**HVC 100C**	**HVC 150C**
Maximum output power		100 kW	150 kW
Input AC connection		3P + GND	
UL Model	Input voltage	480 VAC +/-10% (60 Hz)	
	Rated input power	117 kVA	170 kVA
	Rated input current	3 x 132 A	3 x 198 A
CSA Model	Input voltage	600 VAC +/-10% (60 Hz)	
	Rated input power	117 kVA	170 kVA
	Rated input current	3 x 108 A	3x168A
Output voltage range		150 – 850 VDC	
Maximum DC output current		166 A	200 A
Vehicle connection interface		CCS/Combo Type 1 Connector	
Cable length		3.5m/11.5ft OR 7m/23ft (optional)	
DC connection standard		SAE J1772 - IEC 61851-23 / DIN 70121 - ISO 15118	
Environment		Indoor/Outdoor	
Operating temperature		Standard: -10 °C to +50 °C (de-rating characteristic applies) Optional: -35 °C to +50 °C	
Protection		Power Cabinet: IP54 – IK10 (equivalent to NEMA 3R) Depot Charge Box: IP65 - IK10	
Network connection		GSM/3G modem | 10/100 base-T Ethernet	
Compliance and Safety		CSA No. 107.1-16 and UL 2202 certified by TUV BA Rule 49 CFR Part 661.5 (Optional)	
Dimensions			
Power Cabinet	Dimensions (H x W x D)	2030 x 1170 x 770 mm / 79.9 x 46.1 x 30.3 in	
	Weight	1340 kg / 2954 lbs	
Depot Charge Box (without pedestal)	Dimensions (H x W x D)	800 x 600 x 210 mm / 75.4 x 23.6 x 8.3 in	
	Weight	61 kg / 134.5 lbs (with 7m / 23ft cable)	
Depot Charge Box (with pedestal)	Dimensions (H x W x D)	1914 x 600 x 400 mm / 75.4 x 23.6 x 16.3 in	
	Weight	181 kg / 398 lbs (with 7m / 23ft cable)	

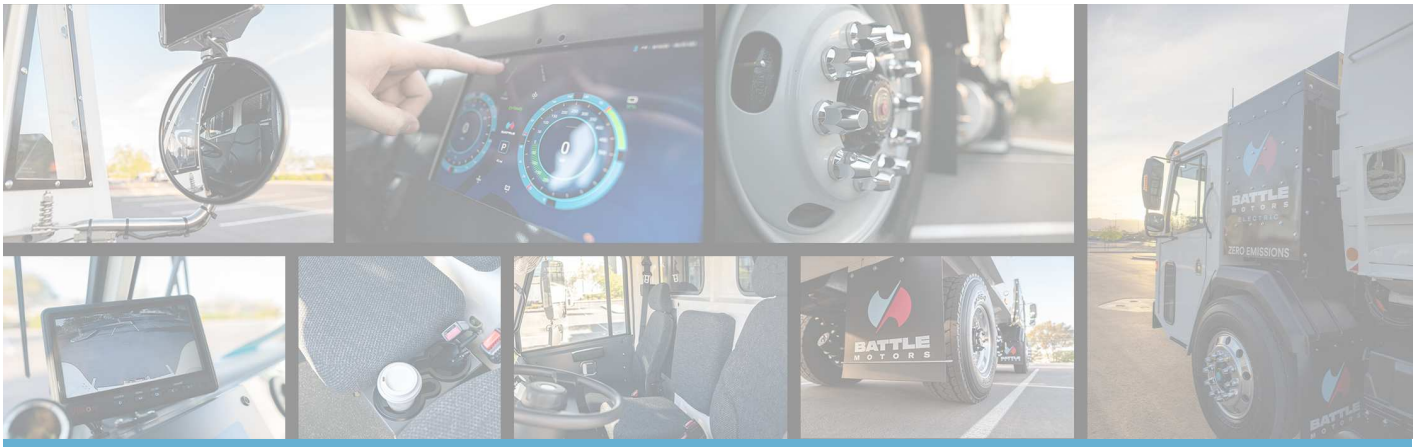
ABB Inc.
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Attachment: Melrose DPW ABB HV150 DCFC Charger - Voltrek Quote #22323A (APPRO-2023-26 : An Appropriation from Free Cash for the City



MELROSE DIESEL LNT PROPOSAL

BATTLE MOTORS

Date
03/10/2023

Quote Information
202303091637-8137

2024 Sales LNT
Qty: 1

Prepared For
City of Melrose
562 Main St.
Melrose, Ma 02176
Elena Proakis Ellis 781-665-0142

Prepared By
Jeff Denesha
508-280-7411

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

CUSTOM REQUESTED OPTIONS	NOTES

11 YD REAR PACKER - AVERAGE COST USED FOR COMPARISON

CUSTOM OPTIONS		DESCRIPTION
9999-CUSTOM-83331	**CUSTOM OPTIONS**	NO OPTION - CUSTOM OPTIONS
9999-CUSTOM-140540	**FRAME (QUOTE ONLY)**	NO-OPTION, FRAME AVAILABLE IN UPPER SELECTION
9999-CUSTOM-140539	**PROP SHAFT (QUOTE ONLY)**	NO OPTION - PROP SHAFT AVAILABLE IN UPPER SELECTION
9999-CUSTOM-141986	**AIR PIPING, AIR DRYER (QUOTE ONLY)**	NO OPTON (AVAILABLE IN UPPER SELECTION)
9999-CUSTOM-142066	**BODY**	NO OPTION - BODY

CAB		DESCRIPTION
1800-1892-CAB	**CAB MODEL**	CAB ASSY, (2) REAR WINDOWS, NO ROOF VENTS, W/VISOR, LNT
1809-0177-CAB	**CAB - OVERHEAD CONSOLE / RADIO**	OVERHEAD CONSOLE, LHD/DUAL DRIVE, AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LNT
1809-0164-CAB	**CAB - FLOOR GRIP TAPE**	FLOOR COVERING INSTALLATION, LH / DUAL DRIVE, LNT
1001-0946-CAB	**CAB - ACCELERATOR PEDAL**	ACCELERATOR PEDAL, CUMMINS, SINGLE DRIVE
2100-3347-CAB	**CAB - BASE ELECTRICAL**	ELECTRICAL, BASE, 500K BUAD, AUTOCRAFT HEADLIGHT
9999-CUSTOM-82619	**CAB - MODIFICATION (LH DOOR)**	NO OPTION - CAB MODIFICAION (LH DOOR)
9999-CUSTOM-82620	**CAB - MODIFICATION (RH DOOR)**	NO OPTION - CAB MODIFICAION (RH DOOR)
2000-4561-CAB	**CAB - GRAB HANDLES (LH)**	LH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
2000-4862-CAB	**CAB - GRAB HANDLES (RH)**	RH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
9999-CUSTOM-		

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

CAB		DESCRIPTION
82812	**CAB, ELEC - DOOR WINDOWS - SWITCH COUNT**	LH DRIVE, LH E/R, RH E/R
2100-3351-CAB	**CAB, ELECTRICAL - DOOR WINDOWS**	CAB, ELECTRICAL, POWER WINDOWS, 3 SWITCHES
9999-CUSTOM-139409	**FUEL ACCESSORIES, CAB**	NO OPTION - FUEL ACCESSORIES, CAB
9999-CUSTOM-82500	**CAB - AIR HORN**	NO OPTION - AIR HORN, CAB
9999-CUSTOM-83006	**CAB - WHEEL DIFF LOCK CONTROLS**	NO OPTION - AXLE DIFF LOCK CONTROLS, CAB
9999-CUSTOM-82623	**CAB - ABS SYSTEM**	NO OPTION - ABS ATC OPTION
9999-CUSTOM-82513	**CAB AIR PIPING, REAR AXLE**	NO AIR PIPING REQUIRED
2000-4808-CAB	**DECALS - CAB INTERIOR**	DECALS, INTERIOR, SINGLE DRIVE, DIESEL
9999-CUSTOM-83100	**DECALS - CALIFORNIA PROPOSTION 65**	NO OPTION - EPA / NON-CARB
1810-0043-CAB	**CAB - MISC COMPONENTS**	CAB MODIF - LET2 COMPONENTS, LH/RH STEEL PANELS
9999-CUSTOM-83327	**PUSHER/TAG CAB CONTROLS**	NO OPTION - PUSHER/TAG AXLE CAB CONTROLS

CHASSIS		DESCRIPTION	
9999-CUSTOM-83061	**CHASSIS, CAB INTERAXLE BUZZER**	NO OPTION - INTERAXLE BUZZER, CHASSIS	
9999-CUSTOM-82671	**DECAL - ENGINE, 50 STATE CLEAN IDLE/CARB**	NO OPTION - CLEAN IDLE DECAL	
2000-4813	**DECALS - CHASSIS EXTERIOR**	DECALS, EXTERIOR, DIESEL,TRANSYND	
2003-0618	**HVAC - CHASSIS**	HVAC, LNT CAB, B6.7, AURORA NON-BLENDING	
2201-0118	**WINDSHIELD WIPERS - CHASSIS**	WINDSHIELD WIPERS, SINGLE DRIVE	
1010-1226	**AIR CLEANER**	AIR CLEANER, CUMMINS B6.7, DONALDSON EPG 13" LNT	STANDARD

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

CHASSIS		DESCRIPTION
1006-1276	**ENGINE MOUNTING**	ENGINE MOUTNING, CUMMINS B6.7, 3000RDS, 4 DEG, NO LINER, LNT
9999-CUSTOM-82621	**GAUGE - ENGINE OIL TEMP GAUGE**	NO OPTION - ENGINE OIL TEMP GAUGE
1802-0076	**CAB MOUNTING**	CAB MOUNTING - LET2 STANDARD CAB
1503-2969	**OVER ENGINE CROSSMEMBER**	OVER ENGINE CROSSMEMBER, OFFSET RH SIDE RADIATOR, LNT
2100-3347	**ELECTRICAL, BASE, CHASSIS**	ELECTRICAL, BASE, CHASSIS, 500K BUAD, DIESEL/CNG
9999-CUSTOM-82834	**AUTO NEUTRAL - CHASSIS**	NO OPTION - AUTO NEUTRAL, CHASSIS
9999-CUSTOM-83070	**AIR PIPING, RDS-209 TRACTION ASSIST**	NO OPTION - RDS-209 TRACTION ASSIST
1908-0066	**AIR PIPING, REAR AXLE**	AIR PIPING, SINGLE REAR AXLE, REYCO SUSP
9999-CUSTOM-139490	**REAR BUMP BLOCKS**	NO OPTION - BUMP BLOCKS
1402-0624	**POWER STEERING RESERVOIR**	POWER STEERING RESERVOIR, 4 QT, 2022 B6.7, TRW PUMP, LNT
1401-0336	**STEERING COLUMN CHASSIS (LH)**	STRG COLUMN ASSY - LNT, LHD, TILT, W/CRUISE, 16" WHEEL
9999-CUSTOM-139406	**STEERING COLUMN CHASSIS (RH)**	NO OPTION - RH STEERING, CHASSIS
1400-0714	**STEERING GEAR**	STEERING GEAR, XD-120, LH DRIVE, STANDARD CAB, LNT ONLY
9999-CUSTOM-82837	**ELECTRICAL, TRANSMISSION RETARDER**	NO OPTION - TRANSMISSION RETARDER, CHASSIS
2501-1525	**TRANSMISSION OIL PIPING**	TRANSMISSION PIPING-L9/L9N/X12, 3000RDS/4000RDS
9999-CUSTOM-83008	**GAUGES - MISC OPTIONS**	NO OPTION - MISC GAUGES, CHASSIS
1503-3002	**FRAME MODIF, CENTER BEARING DRILLING**	FRAME MODIFICATION, CENTER BEARING DRILLING 1503-3002
9999-CUSTOM-142262	**FRAME MODIF, REAR BUMPER ASSY**	NO OPTION - FRAME MOD REAR BUMPER

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

MODEL		DESCRIPTION
9999-CUSTOM-140231	**SOURCEWELL**	SOURCEWELL
9999-CUSTOM-139414	**FUEL TYPE**	DIESEL
9999-CUSTOM-82617	**BODY APPLICATION**	GENERIC CONFIGURATION
9999-CUSTOM-83335	**PRODUCT AVAILABILITY**	ORDER MAJOR COMPONENTS - LEAD TIME / AVAILABILITY
9999-CUSTOM-83099	**CARB/EPA**	EPA / NON-CARB
9999-CUSTOM-83019	**FRAME - WHEELBASE**	140 WHEELBASE
9999-CUSTOM-142098	**FRAME SILLS**	SINGLE SILLS - LNT
9999-CUSTOM-142335	**FRAME SILL LENGTH**	25' FRAME SILLS
9999-CUSTOM-83532	**CAB STYLE**	LNT CREW CAB WITH EXTERIOR SUNVISOR
9999-CUSTOM-83534	**CAB / DOORS**	LNT CREW CAB, W/VISOR, LH ELECTRIC ROLL-UP / RH ELECTRIC ROLL-UP DOORS
9999-CUSTOM-82491	**DRIVE TYPE**	LH DRIVE
9999-CUSTOM-83078	**ENGINE MODEL**	CUMMINS B6.7, LNT
9999-CUSTOM-139481	**TRANSMISSION MODEL**	ALLISON 3500RDS, LNT
1000-3228	**ENGINE**	CUMMINS 2021 B6.7, 300 HP, A/C, 2600RPM, 3000 SERIES TRANSMISISON, LNT
1007-1207	**TRANSMISSION**	TRANSMISSION ALLISON 3500RDS, TC413, SPL-170, B6.7, LNT
9999-CUSTOM-83068	**REAR SUSPENSION MODEL**	REYCO 102CC - REYCO SPRING SUSPENSION
9999-CUSTOM-83054	**REAR DRIVE AXLE MODEL**	S26-190 - REAR DRIVE AXLE
1200A-0238	**REAR DRIVE AXLE**	REAR AXLE, S26-190, 16.5 X 7.00, 5.57, STD DIFF, REYCO
1201-1407	**REAR SUSPENSION**	REAR SUSPENSION, REYCO 26K, 3 DEG, S26-190
9999-CUSTOM-83323	**PUSHER AXLE**	NO OPTION - PUSHER AXLE
9999-CUSTOM-83324	**TAG AXLE**	NO OPTION - TAG AXLE
1500-5509	**FRAME**	FRAME ASSMEBLY, 140 WB, 25' SILL, REYCO, STANDARD, LNT

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

OPTIONS, CAB		DESCRIPTION
1803-0087-CAB	**CAB - DOOR (LH)**	STANDARD DOOR, LH, ELECTRIC ROLL UP
1804-0086-CAB	**CAB - DOOR (RH)**	STANDARD DOOR, RH, ELECTRIC ROLL UP
9999-CUSTOM-82515	**CAB - DOOR SAFETY BELT**	NO OPTION - DOOR SAFETY STRAP
9999-CUSTOM-82532	**CAB - FLOOR GRATING (LH)**	NO OPTION - LH FLOOR GRATE
9999-CUSTOM-82533	**CAB - FLOOR GRATING (RH)**	NO OPTION - RH FLOOR GRATE
1806-1264-CAB	**CAB - MIRROR (LH)**	WEST COAST MIRROR, LH STANDARD DOOR, 16 X 7 NON-HEATED
1808-0055-CAB	**CAB - MIRROR (RH)**	WEST COAST MIRROR, RH STANDARD DOOR, 16 X 7 NON-HEATED
9999-CUSTOM-82675	**CAB - MIRROR, SPOT**	NO OPTION - SPOT MIRRORS
9999-CUSTOM-82673	**CAB - MIRROR, LH LOOK DOWN**	NO OPTION - LH LOOK DOWN MIRROR
9999-CUSTOM-82674	**CAB - MIRROR, RH LOOK DOWN**	NO OPTION - RH LOOK DOWN MIRROR
1401-0336-CAB	**STEERING COLUMN CAB (LH)**	STRG COLUMN ASSY - LNT, LHD, TILT, W/CRUISE, 16" WHEEL
9999-CUSTOM-139404	**STEERING COLUMN CAB (RH)**	NO OPTION - RH STEERING, CAB
9999-CUSTOM-82609	**RADIO OPTION - AM/FM/BLUETOOTH/HANDS FREE**	RADIO - MOUNTED ON LH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE
2003-0618-CAB	**HVAC - CAB**	HVAC, LNT CAB, B6.7, AURORA NON-BLENDING
2003-0369-CAB	**CAB - DEFROST FANS**	CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE
9999-CUSTOM-82530	**CAB - ROOFTOP A/C OPTION**	NO OPTION - ROOFTOP A/C
2100-3404-CAB	**CAB, ELECTRICAL - IGNITION**	CAB, IGNITION (2) KEYS D250, STD/BI-FOLD DOOR C250
2202-0085-CAB	**CAB - DASH/INSTRUMENTATION**	DIGITAL DASH, LH DRIVE, 8" SAMSUNG DISPLAY, MPH/KPH, 500K STEEL, DIESEL/CNG, LNT

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

OPTIONS, CAB		DESCRIPTION
2100-3436-CAB	**CAB, ADAS**	ELECTRICAL, CAB, MOBILE EYE ADAS
9999-CUSTOM-82622	**CAB - GAUGES - ENGINE OIL TEMPERATURE**	NO OPTION - ENGINE OIL TEMP GAUGE - CAB
9999-CUSTOM-82625	**CAB - GAUGES - TRANSMISSION TEMP**	NO OPTION - TRANSMISSION TEMP GAUGE
9999-CUSTOM-82626	**CAB - GAUGES - MISC OPTIONS**	NO OPTION - MISC GAUGES
9999-CUSTOM-83007	**CAB, ELECTRICAL, ENGINE BRAKE**	NO OPTION - ENGINE BRAKE CONTROLS, CAB
9999-CUSTOM-83060	**CAB - INTERAXLE BUZZER/ALARM**	NO OPTION - INTERAXLE BUZZER, CAB
9999-CUSTOM-82517	**CAB - FLASHER OPTIONS**	NO OPTION - FLASHERS
9999-CUSTOM-82518	**CAB - LIGHTING OPTIONS**	NO OPTION - CAB LIGHTING
9999-CUSTOM-82522	**CAB - 12V POWER OPTIONS**	NO OPTION - 12V POWER OPTIONS
1907-0466-CAB	**CAB - AIR PIPING**	CAB AIR PIPING, LHD ONLY, RH SIT-DOWN, LNT
9999-CUSTOM-82498	**CAB - FIRE EXTINGUISHER**	NO OPTION - FIRE EXTINGUISHER
9999-CUSTOM-82508	**CAB - FIRST AID KIT**	NO OPTION - FIRST AID KIT
9999-CUSTOM-82507	**CAB - TRIANGLE KIT**	NO OPTION - TRIANGLE KIT
1810-0061-CAB	**CAB GRILLE**	BATTLE GRILLE, SMOOTH FLAT BLACK

OPTIONS, CAB SEATS		DESCRIPTION
9999-CUSTOM-82616	**CAB - SEAT MATERIAL**	SEAT - ASPHALT CLOTH
2001-0518-CAB	**CAB - SEATS (LH)**	SEAT AIR RIDE, SEARS C2, ASPHALT CLOTH, LH, LNT
2011-0306-CAB	**CAB - SEATS (RH)**	SEAT ASSY RH; SEARS C2 2-WAY ADJ., ASPHALT CONFETTI, LNT

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

OPTIONS, CAB SEATS		DESCRIPTION
2011-0299-CAB	**CAB - SEAT (CENTER BENCH)**	SEAT CENTER BENCH ONLY, 1-MAN BENCH, ASPHALT CONFETTI, LNT
2000-4771-CAB	**CAB - SEAT BELTS (LH)**	SEAT BELT, BLACK, LH SIDE, AIR RIDE SEAT, LET2
2000-4859-CAB	**CAB - SEAT BELTS (RH)**	SEAT BELT, BLACK, RH SIDE, FIXED SEAT, LET2
9999-CUSTOM-82808	**CAB - SEAT (LH), RH ARMREST**	NO OPTION - RH ARMREST, LH SEAT
9999-CUSTOM-82809	**CAB - SEAT (RH), LH ARMREST**	NO OPTION - LH ARMREST, RH SEAT

OPTIONS, CHASSIS		DESCRIPTION
1100A-0057	**FRONT STEER AXLE**	FRONT STEER AXLE, D2000F, STD TRK, 24" CMBR, <190' WB, 16.5 X 7 ES 1100 BRAKES
1101-0651	**FRONT SUSPENSION**	FRONT SUSPENSION ASSY, CAST HANGERS, 14.6K, (2) TAPER LEAF, STD SHOCKS, 10.25" SILLS, LNT
2000-4749	**LUBE, REAR DRIVE AXLE**	LUBE, REAR AXLE, STANDARD, S21/23/26 AXLES 85W-140
9999-CUSTOM-83005	**ELECTRICAL, AXLE DIFF LOCK CONTROLS**	NO OPTION - AXLE DIFF LOCK CONTROLS, CHASSIS
1003-0969	**FUEL TANK**	DIESEL FUEL TANK, SINGLE 60 GAL ROUND, ALUMINUM, W/O DRAIN
9999-CUSTOM-82505	**FUEL ACCESSORIES**	NO OPTION - FUEL ACCESSORIES
2503-0883	**FUEL PIPING / FILTER**	FUEL PIPING, B6.7, F.T. RH 80/104, DEF TANK RH, LNT
9999-CUSTOM-139401	**FUEL PIPING, CNG**	NO OPTION - FUEL PIPING, CNG
1003A-0049	**DEF TANK**	DEF TANK, MTD RH BEHIND FENDER, RH 32/38, B6.7/L9
2101-0643	**BATTERY BOX**	BATTERY BOX, (2) 950 CCA BATTERIES, W/ DISCONNECT SWITCH, PLASTIC COVER
1503-2281	**BATTERY BOX SPACERS**	BATTERY BOX SPACERS, LOWERS 8.5" BELOW TOP OF FRAME
9999-CUSTOM-83002	**ELECTRICAL, BATTERY DCS INDICATOR LIGHT**	NO OPTION - BATTERY DCS LIGHTING
9999-CUSTOM-82614	**ELECTRICAL, JUMP START**	NO OPTION - JUMP START
2000-4853	**ELECTRICAL, BATTERY CABLES**	BATTERY/ALT CABLES, B6.7 ELEC FANS, BATT BOX LH 32/44, LNT

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

OPTIONS, CHASSIS		DESCRIPTION
2100-2983	**ELECTRICAL, POWER FEED HARNESS**	ELECTRICAL, POWER FEED, L9/X12, LH UP TO STA. 50
1010A-0054	**AIR CLEANER STACK**	AIR CLNR STACK ASSY, 2017 B6.7, DONALDSON EPG, LNT
1004A-0053	**EXHAUST STACK**	FLARED ELBOW EXHAUST STACK, STAINLESS STEEL, 36" LONG
2100-3392	**ENGINE, ALTERNATOR**	ALTERNATOR, DELCO 40 SI, 12V, 320 AMP, B6.7
9999-CUSTOM-82504	**ENGINE COOLING, OPTIONS**	NO OPTION - ENGINE COOLING
2000-4701	**ENGINE, DIPSTICK/OIL FILL**	ENGINE DIPSTICK MTG ONLY, L9/L9N
9999-CUSTOM-83013	**ENGINE OIL SAMPLE VALVE**	NO OPTION - ENIGNE OIL SAMPLE VALVE
162X-0494	**ENGINE PROGRAMMING PARAMETERS**	ENGINE PRGM-B6.7/L9, A/C, NO IDLE SHUTDOWN, 1450 RPM TA, 65 MPH
2502-0837	**AIR DRYER**	AIR DRYER, BENDIX AD-IS, LH FRONT/RH REAR/RH INSIDE SILL FRONT, ICE
1910-0502	**AIR PIPING, AIR DRYER**	AIR PIPING, ENGINE, B6.7, AD-IS, RH STA. 68, MTD FRONT, LNT
9999-CUSTOM-82833	**AUTO NEUTRAL**	NO OPTION - AUTO NEUTRAL, CAB
2100-3398	**ELECTRICAL, TCM**	TCM-ALLISON, 3500RDS, SINGLE DRIVE, TC413, 5 SPD, 145 AG, B6.7, LNT
9999-CUSTOM-83012	**TRANSMISSION OIL SAMPLE VALVE**	NO OPTION - TRANS OIL SAMPLE VALVE
9999-CUSTOM-83003	**TRANSMISSION SKID PAN**	NO OPTION - TRANSMISSION SKID PAN
1502-0644	**FRONT BUMPER**	BUMPER ASSEMBLY - FORMED, HENDRICKSON, STEEL, PC BLACK, LNT
9999-CUSTOM-142046	**REAR BUMPER**	NO OPTION - REAR BUMPER
1801-0610	**FENDERS, FRONT**	FENDER, FRONT - LNT, BLACK PLASTIC, NARROW
9999-CUSTOM-82521	**ENGINE, BLOCK HEATER**	NO OPTION - ENGINE BLOCK HEATER
1600-5132	**PROPSHAFT**	PROPSHAFT, 140" WB, B6.7, 3500RDS, S-170/190, LNT
1503-2885	**AIR PIPING, FRAME SUPPORTS**	FRAME AIR PIPING SUPPORTS, <190" WB, SINGLE AXLE, SINGLE SILLS
1906-0865	**AIR PIPING, FRAME**	FRAME AIR PIPING; (2) STEEL TANKS IN FRAME, AD-IS AIR DRYER,

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

OPTIONS, CHASSIS		DESCRIPTION
		W/ CENTRALIZED DRAINS, LNT
9999-CUSTOM-83325	**AIR PIPING, PUSHER/TAG AXLE**	NO OPTION - PUSHER/TAG AXLE AIR PIPING
9999-CUSTOM-82502	**AIR PIPING, OPTIONAL AUTOMATIC DRAIN VALVES**	NO OPTION - DRAIN VALVES
9999-CUSTOM-82670	**AIR PIPING, OPTIONAL MANUAL DRAIN VALVES**	NO OPTION - MANUAL DRAIN VALVES
9999-CUSTOM-82501	**AIR PIPING, OPTIONAL CHARGE VALVE**	NO OPTION - CHARGE VALVE
9999-CUSTOM-82503	**AIR PIPING, OPTIONAL GLADHANDS**	NO OPTION - GLADHANDS
9999-CUSTOM-82499	**AIR HORN, CHASSIS**	NO OPTION - AIR HORN
2000-2215	**BACK-UP ALARM**	BACK-UP ALARM, ECCO 575, 107DB
9999-CUSTOM-139179	**RETAINER CABLES**	NO OPTION-RETAINER CABLES
9999-CUSTOM-82514	**ELECTRICAL, DRIVE AWAY KIT**	NO OPTION - DRIVE AWAY KIT
9999-CUSTOM-139184	**WHEEL TORQUE INDICATORS**	NO OPTION - WHEEL TORQUE INDICATORS
2501-1563	**OIL PIPING, CAB TILT**	CAB TILT, LNT, ELEC PUMP, ELEC. FAN, NO PLOW
1005-1888	**ENGINE COOLING**	COOLING ASSY; CUMMINS 2017 B6.7, OFFSET RADIATOR LNT
1004-2087	**EXHAUST**	EXHAUST, 2021 CUMMINS B6.7, 280-360HP, LNT
9999-CUSTOM-140340	**TRACTOR PROTECTION VALVE**	NO OPTION - TRACTOR PROTECTION VALVE

PAINT		DESCRIPTION
356-0322	**PAINT, CAB**	PAINT, CAB, STANDARD WHITE, G2-3460715-A
9999-CUSTOM-140265	**PAINT, CAB VISOR**	NO OPTION - CAB VISOR SAME COLOR AS CAB
9999-CUSTOM-83308	**PAINT, CAB STRIPES**	NO OPTION - CAB STRIPES
9999-CUSTOM-		

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

PAINT		DESCRIPTION
83309	**PAINT, CLEAR COAT**	NO OPTION - CAB CLEAR COAT
356-0323	**PAINT, CHASSIS**	PAINT, CHASSIS, STANDARD BLACK, G2-2B1738
356-0329	**PAINT, BUMPER**	PAINT, BUMPER - STANDARD BLACK, G2-2B1738

TIRES / WHEELS		DESCRIPTION
2-519-2863-0124	**TIRES/WHEELS - FRONT STEER AXLE**	TOYO M170, 11R22.5, 16/H, ACCURIDE, STEEL, PC WHITE
4-514-2863-0124	**TIRES/WHEELS - DRIVE AXLE**	BRIDGESTONE R250ED, 11R22.5, 16/H, ACCURIDE, STEEL, PC WHITE
9999-CUSTOM-83538	**TIRES/WHEELS - 60/40 STEER AXLE**	NO OPTION - RIDEWELL RDS-209 TIRES
9999-CUSTOM-83539	**TIRES/WHEELS - PUSHER AXLE**	NO OPTION - PUSHER TIRES/WHEELS
9999-CUSTOM-83531	**TIRES/WHEELS - TAG AXLE**	NO OPTION - TAG AXLE TIRE/WHEELS

WARRANTY		DESCRIPTION
306A-0001	**WARRANTY, CHASSIS**	WARRANTY, CHASSIS, STANDARD, 1 YEAR, COVERAGE
306A-0041	**WARRANTY, ENGINE**	WARRANTY, CUMMINS STANDARD, 2 YEAR
9999-CUSTOM-83306	**WARRANTY, ENGINE MAJOR COMPONENTS**	NO OPTION-WARRANTY, MAJOR COMPONENTS
9999-CUSTOM-83307	**WARRANTY, AFTERTREATMENT**	WARRANTY, CUMMINS STANDARD, 2 YEAR
306A-0013	**WARRANTY, TRANSMISSION**	WARRANTY, ALLISION, 3 YR EDGE II PARTNER STANDARD
306A-0022	**WARRANTY, DRIVE AXLE**	WARRANTY, DANA, STANDARD 2 YEAR

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

VEHICLE SPECIFICATION SUMMARY	UNIT	DESCRIPTION
MODEL		SALES LNT
ENGINE		CUMMINS 2021 B6.7, 300 HP, A/C, 2600RPM, 3000 SERIES TRANSMISISON, LNT
PEAK POWER	HP	300
PEAK TORQUE	NM	600 @ 1600
TRANSMISSION		TRANSMISSION ALLISON 3500RDS, TC413, SPL-170, B6.7, LNT

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

PRICING SUMMARY

MELROSE DIESEL LNT PROPOSAL

DESCRIPTION	PRICE
BASE MSRP	$252,063
CHASSIS OPTIONS	$4,210
DESTINATION	$2,870
DEALER MSRP	$259,143
BODY OPTION AVERAGE	$107,247
TOTAL PRICE with BODY	$366,390
DISCOUNT	-$71,212
WARRANTIES & OPTIONS	
WARRANTY, CHASSIS, STANDARD, 1 YEAR, COVERAGE WARRANTY, ALLISION, 3 YR	
EDGE II PARTNER STANDARD WARRANTY, DANA, STANDARD 2 YEAR	
WARRANTY, CUMMINS X12 W/ TOWING, 5 YR, 100,000 MI, PLAN 1, EPA/NON-CARB,	$1706
WARRANTY, CUMMINS X12 AFTERTREATMENT, 5 YR, 100,000 MI	$529
SOURCEWELL	$1,000
	$3,235
TOTAL SELLING PRICE (PER UNIT)	**$298,413**

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

TOTAL SELLING PRICE (PER UNIT)	$298,413

CUSTOMER	BATTLE MOTORS, INC.
DATE	DATE

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

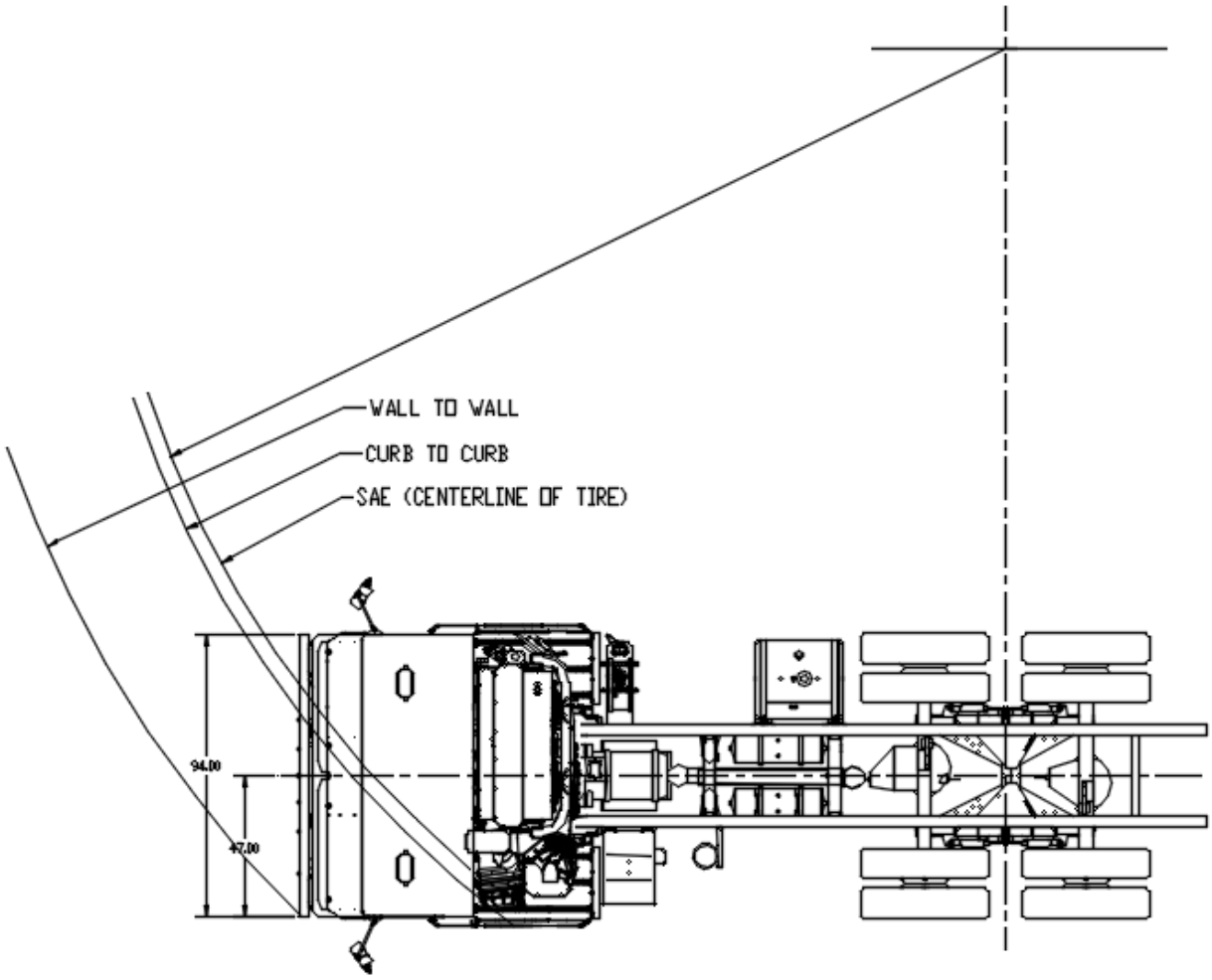
MELROSE DIESEL LNT PROPOSAL

AXLE POSITION	AXLE MODEL	AXLE/SUSP RATING (LBS)	SINGLE OR DUAL	WHEEL SIZE AND RATING (SIZE / LOAD @ PRESSURE)	TIRE SIZE AND RATING** (SIZE / LOAD @ PRESSURE / SPEED)	GAWR (LOAD @ PRESSURE / SPEED)
FRONT	D2000F	20,000	S	22.5 X 8.25 / 8,000 @ 120	11R22.5H/16 / 6,610 @ 120 / 75	13,220 @ 120 / 75
1ST INTERMEDIATE						
2ND INTERMEDIATE						
3RD INTERMEDIATE						
LAST	S26-190	26,000	D	22.5 X 8.25 / 8,000 @ 120	11R22.5H/16 / 6,005 @ 120 / 75	24,020 @ 120 / 75
					DRIVETRAIN GVWR (LBS)	37,240
					ENGINE APPLICATION GVWR (LBS)	33,000
					TRANSMISSION APPLICATION GVWR (LBS)	60,000
					CUSTOMER REQUESTED GVWR (LBS)	33,000
					TRUCK GVWR (LBS)	33,000

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

MELROSE DIESEL LNT PROPOSAL

COMPONENT	LOCATION
AIR DRYER	LH STA. 68 / FRONT
AIR TANKS	80/98
BATTERY CABLES	LH STA. 32/44
DEF TANK	RH STA. 32/38
DIESEL FUEL TANK	RH STA. 80/104



ESTIMATED VEHICLE WEIGHT DISTRIBUTION (LBS) - FULLY WET WITH 200# DRIVER (+/- 5%)	
FRONT AXLE GROUND LOAD (LBS)	9,351.17
REAR AXLE GROUND LOAD (LBS)	4,683.83
TOTAL VEHICLE WEIGHT (LBS)	14,035.00

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

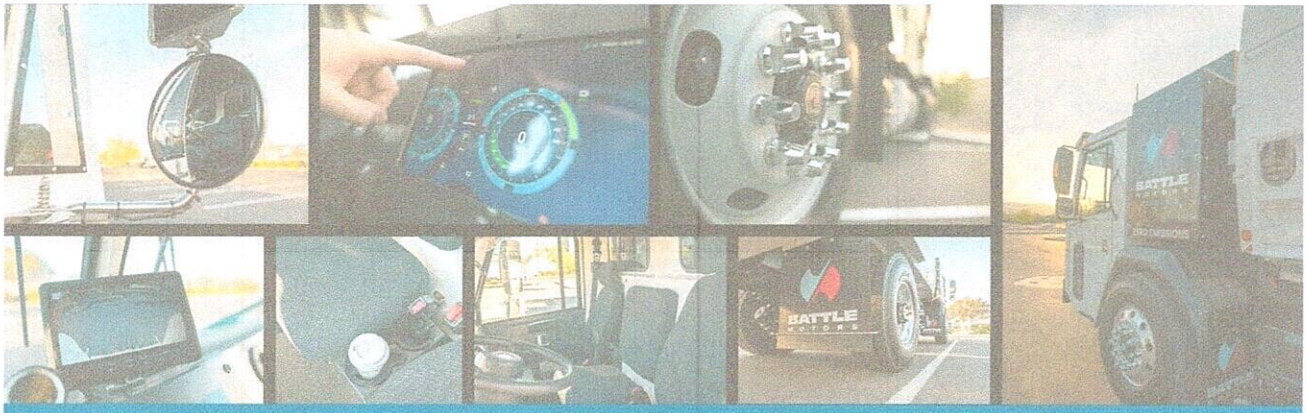
MELROSE DIESEL LNT PROPOSAL

ESTIMATED VEHICLE TURNABILITY - TURN RADIUS (FEET) (+/- 5%)

SAE - TIRE CENTERLINE TO TIRE CENTERLINE (FT)	24.63
CURB-TO-CURB (FT)	25.55
WALL-TO-WALL (FT)	27.50

Attachment: Melrose Diesel LNT Spec-Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and Infrstructure)

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P1001572-P1001523 BR BEV LNT 11YD LOADMASTER PROPOSAL

BATTLE MOTORS

Date
03/8/2023

Quote Information
202209231750-A466
9000-0284B
1001572-1001591

2024 Sales LNT BEV
Qty: 1

Prepared For
MELROSE

Prepared By
JEFF
DENESHA

Attachment: Loadmaster Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

TECHNICAL SPECIFICATIONS

P1001572-P100152**3** BR BEV LNT 11YD **LOADMASTER** PROPOSAL

CUSTOM OPTIONS		DESCRIPTION
9999-CUSTOM-83331	**CUSTOM OPTIONS**	NO OPTION - CUSTOM OPTIONS
9999-CUSTOM-140347	**BEV WALL CHARGER**	NO OPTION - BEV WALL CHARGER
9999-CUSTOM-140540	**FRAME (QUOTE ONLY)**	NO-OPTION, FRAME AVAILABLE IN UPPER SELECTION
9999-CUSTOM-140539	**PROP SHAFT (QUOTE ONLY)**	NO OPTION - PROP SHAFT AVAILABLE IN UPPER SELECTION
9999-CUSTOM-141986	**AIR PIPING, AIR DRYER (QUOTE ONLY)**	NO OPTON (AVAILABLE IN UPPER SELECTION)
9999-CUSTOM-142066	**BODY**	NO OPTION - BODY

CAB		DESCRIPTION
1800-1892-CAB	**CAB MODEL**	CAB ASSY, (2) REAR WINDOWS, NO ROOF VENTS, W/VISOR, LNT
1809-0177-CAB	**CAB - OVERHEAD CONSOLE / RADIO**	OVERHEAD CONSOLE, LHD/DUAL DRIVE, AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LNT
1809-0164-CAB	**CAB - FLOOR GRIP TAPE**	FLOOR COVERING INSTALLATION, LH / DUAL DRIVE, LNT
1001-0960-CAB	**CAB - ACCELERATOR PEDAL**	ACCELERATOR PEDAL, CUMMINS, DUAL DRIVE
2100-3420-CAB	**CAB - BASE ELECTRICAL**	ELECTRICAL, BASE, CAB, 500K, AUTOCRAFT HEADLIGHT, BEV
9999-CUSTOM-82619	**CAB - MODIFICATION (LH DOOR)**	NO OPTION - CAB MODIFICAION (LH DOOR)
9999-CUSTOM-82620	**CAB - MODIFICATION (RH DOOR)**	NO OPTION - CAB MODIFICAION (RH DOOR)
2000-4561-CAB	**CAB - GRAB HANDLES (LH)**	LH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
2000-4862-CAB	**CAB - GRAB HANDLES (RH)**	RH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
9999-CUSTOM-82818	**CAB, ELEC - DOOR WINDOWS - SWITCH COUNT**	DUAL DRIVE, LH E/R, RH E/R
2100-3352-CAB	**CAB, ELECTRICAL - DOOR WINDOWS**	CAB, ELECTRICAL, POWER WINDOWS, 4 SWITCHES
2000-4582-CAB	**CAB - AIR HORN**	AIR HORN, DUAL TONE, UNDER CAB
9999-CUSTOM-83006	**CAB - WHEEL DIFF LOCK CONTROLS**	NO OPTION - AXLE DIFF LOCK CONTROLS, CAB
9999-CUSTOM-82623	**CAB - ABS SYSTEM**	NO OPTION - ABS ATC OPTION

Attachment: Loadmaster Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001523 BR BEV LNT 11YD LOADMASTER PROPOSAL

CAB		DESCRIPTION
9999-CUSTOM-82513	**CAB AIR PIPING, REAR AXLE**	NO AIR PIPING REQUIRED
2000-4886-CAB	**DECALS - CAB INTERIOR**	DECALS, INTERIOR, DUAL DRIVE, DIRECT DRIVE, BEV
2000-4797-CAB	**DECALS - CALIFORNIA PROPOSTION 65**	DECAL - CALIFORNIA PROPOSITION 65
1810-0043-CAB	**CAB - MISC COMPONENTS**	CAB MODIF - LET2 COMPONENTS, LH/RH STEEL PANELS
9999-CUSTOM-83327	**PUSHER/TAG CAB CONTROLS**	NO OPTION - PUSHER/TAG AXLE CAB CONTROLS

CHASSIS		DESCRIPTION
2000-4887	**DECALS - CHASSIS EXTERIOR**	DECAL, EXTERIOR, BEV
2003-0604	**HVAC - CHASSIS**	HVAC, A/C, COULOMB COMPRESSOR/WATER HEATER, LNT BEV
2201-0119	**WINDSHIELD WIPERS - CHASSIS**	WINDSHIELD WIPERS, DUAL DRIVE
1005-1906	**BEV COOLING, MANIFOLD CIRCUIT**	COOLING ASSY- MANIFOLD CIRCUIT LNT BEV
1006-1299	**BEV MOTOR MOUNTING**	MOTOR MTG ASSY- 4 DEG, DIRECT DRIVE, LNT, BEV
1802-0076	**CAB MOUNTING**	CAB MOUNTING - LET2 STANDARD CAB
9999-CUSTOM-83075	**FRAME - FUEL TANK MTG, DROP FRAME**	NO OPTION - FUEL TANK MTG, DROP FRAME
2100-3420	**ELECTRICAL, BASE, CHASSIS**	ELECTRICAL, BASE CHASSIS, 500K, AUTOCRAFT, BEV
1908-0096	**AIR PIPING, REAR AXLE**	AIR PIPING, SINGLE AXLE - 2-SPEED, REYCO SUSP
9999-CUSTOM-139490	**REAR BUMP BLOCKS**	NO OPTION - BUMP BLOCKS
1402-0640	**POWER STEERING RESERVOIR**	POWER STEERING, 4 QT, COULOMB PS PUMP, LNT BEV
1401-0336	**STEERING COLUMN CHASSIS (LH)**	STRG COLUMN ASSY - LNT, LHD, TILT, W/CRUISE, 16" WHEEL
1401-0337	**STEERING COLUMN CHASSIS (RH)**	STEERING COLUMN, CAB - LNT, RHD, TILT, W/CRUISE, 16" WHEEL
1400-0715	**STEERING GEAR**	STEERING GEAR, XD-120, RH/DUAL DRIVE, STANDARD CAB, LET2
9999-CUSTOM-83008	**GAUGES - MISC OPTIONS**	NO OPTION - MISC GAUGES, CHASSIS
1000A-0002	**MOTOR OIL PAN, BEV**	MOTOR ASSEMBLY, CASCADIA OIL PAN
2101-0666	**BEV LOWER POWER SLED**	LOWER POWER SKID, 240 KWH, CATL, BEV
2100-3421	**ELECTRICAL, BEV LOW VOLAGE, POWER SLED**	ELECTRICAL LOWER POWR SLED, LOW VOLTAGE HARNESS, BEV

Attachment: Loadmaster Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001523 BR BEV LNT 11YD LOADMASTER PROPOSAL

CHASSIS		DESCRIPTION
2100-3437	**ELECTRICAL, BEV EPTO HV JUNCTION BOX**	ELECTRICAL ASSY - BEV HV COMPONENT CABLES
2100-3438	**ELECTRICAL, BEV CHARGING INLET**	ELECTRICAL, CHARGING INLET, BEV
2100-3440	**ELECTRICAL, BEV LV POWER FEED**	ELECTRICAL ASSY - LV CABLES, BEV
2100-3439	**ELECTRICAL, BEV CHARGER JUNCTION BOX**	ELCTRICAL, CHARGER JUNCTION BOX, BEV
2500-0128	**BATTERY COOLANT PLUMBING, BEV**	PIPING, BATTERY COOLANT CIRCUIT, BEV
2500-0129	**COOLANT PIPING, CAB HEATER, BEV**	PIPING, CAB COOLANT CIRCUIT, BEV
2500-0130	**BULKHEAD PLATE, BEV**	PIPIN, BULK HEAD PLATE, BEV
2501-1556	**PIPING, MOTOR OIL COOLING, BEV**	PIPING, MOTOR OIL COOLING, BEV
1503-3002	**FRAME MODIF, CENTER BEARING DRILLING**	FRAME MODIFICATION, CENTER BEARING DRILLING 1503-3002
9999-CUSTOM-142262	**FRAME MODIF, REAR BUMPER ASSY**	NO OPTION - FRAME MOD REAR BUMPER
9999-CUSTOM-142330	**FRAME MODIF, PUSHER AXLE**	NO OPTION - FRAME MOD PUSHER

MODEL		DESCRIPTION
9999-CUSTOM-140230	**SOURCEWELL**	NON-SOURCEWELL
9999-CUSTOM-140179	**FUEL TYPE**	BEV (ELECTRIC)
9999-CUSTOM-140243	**BODY APPLICATION**	NEWWAY, RL, VIPER, SINGLE, 13 CY
9999-CUSTOM-83334	**PRODUCT AVAILABILITY**	STOCKED MAJOR COMPONENTS
9999-CUSTOM-83098	**CARB/EPA**	CARB / EPA - CLEAN IDLE COMPLIANT
9999-CUSTOM-83019	**FRAME - WHEELBASE**	140 WHEELBASE
9999-CUSTOM-83058	**FRAME SILLS**	SINGLE SILL
9999-CUSTOM-83532	**CAB STYLE**	LNT CREW CAB WITH EXTERIOR SUNVISOR
9999-CUSTOM-83534	**CAB / DOORS**	LNT CREW CAB, W/VISOR, LH ELECTRIC ROLL-UP / RH ELECTRIC ROLL-UP DOORS
9999-CUSTOM-82516	**DRIVE TYPE**	DUAL DRIVE, RH STAND-UP
1000A-0001	**BEV MOTOR**	ELECTRIC MOTOR, CASCADIA, HVH410-150, 442 HP @ 1700 RPM, 1476 LB-FT TORQUE (0 TO 1700 RPM)

Attachment: Loadmaster Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001523 BR BEV LNT 11YD LOADMASTER PROPOSAL

MODEL		DESCRIPTION
1007-1219	**BEV TRANSMISSION**	DIRECT DRIVE, SPL-140, OIL COOLED, BEV
9999-CUSTOM-83068	**REAR SUSPENSION MODEL**	REYCO 102CC - REYCO SPRING SUSPENSION
9999-CUSTOM-83048	**REAR DRIVE AXLE MODEL**	23082T - REAR DRIVE AXLE 23,000
1200A-0420	**REAR DRIVE AXLE**	REAR AXLE, 23082T, 6.17/8.40, BENDIX AIR DISC BRAKES, REYCO, SPL-140, LET2/LNT
1201-1254	**REAR SUSPENSION**	REAR SUSPENSION, REYCO 102CC 21K, 3 DEG, 23082T
9999-CUSTOM-83323	**PUSHER AXLE**	NO OPTION - PUSHER AXLE
1500-5630	**FRAME**	FRAME ASSEMBLY, 140" WB, REYCO 102CC, 10.25" SINGLE SILL, LNT BEV
2102-0132	**ABS SYSTEM**	ABS SYSTEM, BENDIX 4S/4M, 500K BAUD

OPTIONS, CAB		DESCRIPTION
1803-0087-CAB	**CAB - DOOR (LH)**	STANDARD DOOR, LH, ELECTRIC ROLL UP
1804-0086-CAB	**CAB - DOOR (RH)**	STANDARD DOOR, RH, ELECTRIC ROLL UP
9999-CUSTOM-82515	**CAB - DOOR SAFETY BELT**	NO OPTION - DOOR SAFETY STRAP
9999-CUSTOM-82532	**CAB - FLOOR GRATING (LH)**	NO OPTION - LH FLOOR GRATE
9999-CUSTOM-82533	**CAB - FLOOR GRATING (RH)**	NO OPTION - RH FLOOR GRATE
1806-1332-CAB	**CAB - MIRROR (LH)**	WEST COAST MIRROR, LH STANDARD DOOR, 16 X 7 HEATED
1808-0120-CAB	**CAB - MIRROR (RH)**	WEST COAST MIRROR, RH STANDARD DOOR, 16 X 7 HEATED
1806-1292-CAB	**CAB - MIRROR, SPOT**	MIRROR, SPOT - (1) LH / (1) RH, BOTTOM MIRROR ARMS, 8" ROUND, SS, HEATED
9999-CUSTOM-82673	**CAB - MIRROR, LH LOOK DOWN**	NO OPTION - LH LOOK DOWN MIRROR
9999-CUSTOM-82674	**CAB - MIRROR, RH LOOK DOWN**	NO OPTION - RH LOOK DOWN MIRROR
1401-0336-CAB	**STEERING COLUMN CAB (LH)**	STRG COLUMN ASSY - LNT, LHD, TILT, W/CRUISE, 16" WHEEL
1401-0337-CAB	**STEERING COLUMN CAB (RH)**	STRG COLUMN ASSY - LNT, RHD, TILT, W/CRUISE, 16" WHEEL
9999-CUSTOM-82609	**RADIO OPTION - AM/FM/BLUETOOTH/HANDS FREE**	RADIO - MOUNTED ON LH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE

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BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001523 BR BEV LNT 11YD LOADMASTER PROPOSAL

OPTIONS, CAB		DESCRIPTION
2003-0604-CAB	**HVAC - CAB**	HVAC, BEV A/C, COULOMB COMPRESSOR/WATER HEATER, LNT BEV
2003-0369-CAB	**CAB - DEFROST FANS**	CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE
2100-3404-CAB	**CAB, ELECTRICAL - IGNITION**	CAB, IGNITION (2) KEYS D250, STD/BI-FOLD DOOR C250
2202-0072-CAB	**CAB - DASH/INSTRUMENTATION**	DIGITAL DASH, DUAL DRIVE, 8" SAMSUNG DISPLAY, MPH/KPH, 500K STEEL, BEV, LNT
2100-3436-CAB	**CAB, ADAS**	ELECTRICAL, CAB, MOBILE EYE ADAS
9999-CUSTOM-83060	**CAB - INTERAXLE BUZZER/ALARM**	NO OPTION - INTERAXLE BUZZER, CAB
9999-CUSTOM-82517	**CAB - FLASHER OPTIONS**	NO OPTION - FLASHERS
9999-CUSTOM-82522	**CAB - 12V POWER OPTIONS**	NO OPTION - 12V POWER OPTIONS
1907-0480-CAB	**CAB - AIR PIPING**	CAB AIR PIPING, DUAL DRIVE, RH STAND-UP SEATING, LNT
9999-CUSTOM-82498	**CAB - FIRE EXTINGUISHER**	NO OPTION - FIRE EXTINGUISHER
9999-CUSTOM-82508	**CAB - FIRST AID KIT**	NO OPTION - FIRST AID KIT
9999-CUSTOM-82507	**CAB - TRIANGLE KIT**	NO OPTION - TRIANGLE KIT
1810-0061-CAB	**CAB GRILLE**	BATTLE GRILLE, SMOOTH FLAT BLACK

OPTIONS, CAB SEATS		DESCRIPTION
9999-CUSTOM-82616	**CAB - SEAT MATERIAL**	SEAT - ASPHALT CLOTH
2001-0518-CAB	**CAB - SEATS (LH)**	SEAT AIR RIDE, SEARS C2, ASPHALT CLOTH, LH, LNT
2011-0311-CAB	**CAB - SEATS (RH)**	SEAT FLIP-UP/FOLD-DOWN, ASPHALT CLOTH, RH, LNT
2011-0299-CAB	**CAB - SEAT (CENTER BENCH)**	SEAT CENTER BENCH ONLY, 1-MAN BENCH, ASPHALT CONFETTI, LNT
2000-4771-CAB	**CAB - SEAT BELTS (LH)**	SEAT BELT, BLACK, LH SIDE, AIR RIDE SEAT, LET2
2000-4859-CAB	**CAB - SEAT BELTS (RH)**	SEAT BELT, BLACK, RH SIDE, FIXED SEAT, LET2
9999-CUSTOM-82808	**CAB - SEAT (LH), RH ARMREST**	NO OPTION - RH ARMREST, LH SEAT
9999-CUSTOM-82809	**CAB - SEAT (RH), LH ARMREST**	NO OPTION - LH ARMREST, RH SEAT

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BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001523 BR BEV LNT 11YD LOADMASTER PROPOSAL

OPTIONS, CHASSIS		DESCRIPTION
1100A-0052	**FRONT STEER AXLE**	FRONT STEER AXLE, D2000F, STD TRACK, 20" CMBR, ALL WB'S, AIR DISC BRAKES
1101-0659	**FRONT SUSPENSION**	FRONT SUSPENSION ASSY, CAST HANGERS, 17K TLS, (3) TAPER LEAF, STD SHOCKS, 10.25" SILLS, LNT
2000-4798	**LUBE, REAR DRIVE AXLE**	REAR AXLE LUBE, GEAR OIL 85W-140 FOR 23082T
9999-CUSTOM-83005	**ELECTRICAL, AXLE DIFF LOCK CONTROLS**	NO OPTION - AXLE DIFF LOCK CONTROLS, CHASSIS
2101-0675	**BEV UPPER BATTERY RACK**	BEV BATTERY UPPER RACK, ALUMINUM BLACK COVERS, 240KWH, CATL, BEV
2300-0712	**BEV EPTO**	EPTO, CASCADIA IM-225DZ-S;SAE "C" MNT/"C" SHAFT, BEV
2101-0643	**BATTERY BOX**	BATTERY BOX, (2) 950 CCA BATTERIES, W/ DISCONNECT SWITCH, PLASTIC COVER
1503-2281	**BATTERY BOX SPACERS**	BATTERY BOX SPACERS, LOWERS 8.5" BELOW TOP OF FRAME
9999-CUSTOM-83002	**ELECTRICAL, BATTERY DCS INDICATOR LIGHT**	NO OPTION - BATTERY DCS LIGHTING
2000-4854	**ELECTRICAL, BATTERY CABLES**	BATTERY / POWER FEED CABLES, BEV, LH 32/44
2502-0843	**AIR DRYER**	AIR DRYER, BENDIX AD-IS AIR DRYER W/BLOCK, BEV
1910-0507	**AIR PIPING, AIR DRYER**	AIR PIPING, 3.7KW COLUMB COMP, AD-IS, LH 68 / FRONT, LNT BEV
9999-CUSTOM-82833	**AUTO NEUTRAL**	NO OPTION - AUTO NEUTRAL, CAB
1502-0644	**FRONT BUMPER**	BUMPER ASSEMBLY - FORMED, HENDRICKSON, STEEL, PC BLACK, LNT
9999-CUSTOM-142046	**REAR BUMPER**	NO OPTION - REAR BUMPER
1801-0619	**FENDERS, FRONT**	FENDER, FRONT - LNT, BATTLE, BLACK PLASTIC, WIDE
1600-5213	**PROPSHAFT**	PROPSHAFT, 140"WB, EM/DD, REYCO,S26-S30, SPL140, LNT BEV
1503-2885	**AIR PIPING, FRAME SUPPORTS**	FRAME AIR PIPING SUPPORTS, <190" WB, SINGLE AXLE, SINGLE SILLS
1906-0850	**AIR PIPING, FRAME**	FRAME AIR PIPING; (2) STEEL AIR TANKS IN FRAME, AD-IS AIR DRYER, W/ CENTRALIZED DRAINS, LNT BEV
9999-CUSTOM-83325	**AIR PIPING, PUSHER/TAG AXLE**	NO OPTION - PUSHER/TAG AXLE AIR PIPING
1904-0073	**AIR PIPING, OPTIONAL AUTOMATIC DRAIN VALVES**	BENDIX DV-2 HEATED @ WET TANK ONLY
9999-CUSTOM-82670	**AIR PIPING, OPTIONAL MANUAL DRAIN VALVES**	NO OPTION - MANUAL DRAIN VALVES
9999-CUSTOM-82501	**AIR PIPING, OPTIONAL CHARGE VALVE**	NO OPTION - CHARGE VALVE
2000-4582	**AIR HORN, CHASSIS**	AIR HORN, DUAL TONE, UNDER CAB
2000-2215	**BACK-UP ALARM**	BACK-UP ALARM, ECCO 575, 107DB

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001523 BR BEV LNT 11YD LOADMASTER PROPOSAL

OPTIONS, CHASSIS		DESCRIPTION
9999-CUSTOM-139179	**RETAINER CABLES**	NO OPTION-RETAINER CABLES
2104-0117	**ELECTRICAL, DRIVE AWAY KIT**	BODY STD TAILBOARD HARNESS ONLY
9999-CUSTOM-139184	**WHEEL TORQUE INDICATORS**	NO OPTION - WHEEL TORQUE INDICATORS
2501-1558	**OIL PIPING, CAB TILT**	PIPING ASSY - CAB TILT, ELECTRIC TILT PUMP, LNT BEV
1005-1905	**BEV COOLING, SYSTEM**	COOLING ASSY- EMP E-FAN COOLING SYS 2, LET2/LNT BEV
9999-CUSTOM-142003	**ELECTRICAL, HIGH VOLTAGE, POWER SLED**	NO OPTION - POWER SLED, HIGH VOLTALGE HARNESS, BEV
9999-CUSTOM-140335	**BEV SKID PLATE**	NO OPTION - MOTOR SKID PLATE BEV
9999-CUSTOM-140340	**TRACTOR PROTECTION VALVE**	NO OPTION - TRACTOR PROTECTION VALVE

PAINT		DESCRIPTION
356-0322	**PAINT, CAB**	PAINT, CAB, STANDARD WHITE, G2-3460715-A
9999-CUSTOM-140265	**PAINT, CAB VISOR**	NO OPTION - CAB VISOR SAME COLOR AS CAB
9999-CUSTOM-83308	**PAINT, CAB STRIPES**	NO OPTION - CAB STRIPES
9999-CUSTOM-83309	**PAINT, CLEAR COAT**	NO OPTION - CAB CLEAR COAT
356-0323	**PAINT, CHASSIS**	PAINT, CHASSIS, STANDARD BLACK, G2-2B1738
356-0329	**PAINT, BUMPER**	PAINT, BUMPER - STANDARD BLACK, G2-2B1738

TIRES / WHEELS		DESCRIPTION
2-519-4687-0140	**TIRES/WHEELS - FRONT STEER AXLE**	TOYO M153, 315/80R22.5, 20/L, ACCURIDE, ALUMINUM, XTRA POLISH FINISH, 7.00" OUTSET
4-519-2863-0141	**TIRES/WHEELS - DRIVE AXLE**	TOYO M170, 11R22.5, 16/H, ACCURIDE, ALUMINUM, XTRA POLISH FINISH
9999-CUSTOM-83539	**TIRES/WHEELS - PUSHER AXLE**	NO OPTION - PUSHER TIRES/WHEELS

WARRANTY		DESCRIPTION
306A-0010	**WARRANTY, CHASSIS**	WARRANTY, BEV CHASSIS, STANDARD 1 YEAR CHASSIS/5 YEAR EV
306A-0022	**WARRANTY, DRIVE AXLE**	WARRANTY, DANA, STANDARD 2 YEAR

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BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001523 BR BEV LNT 11YD LOADMASTER PROPOSAL

VEHICLE SPECIFICATION SUMMARY	UNIT	DESCRIPTION
MODEL		SALES LNT BEV
TRANSMISSION		DIRECT DRIVE, SPL-140, OIL COOLED, BEV

Attachment: Loadmaster Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

PRICING SUMMARY *(CONT.)*

P1001572-P1001523 BR BEV LNT 11YD LOADMASTER PROPOSAL

TOTAL SELLING PRICE (PER UNIT)	$498,500

CUSTOMER	BOSTON FREIGHTLINER
DATE	DATE

Attachment: Loadmaster Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

PRICING SUMMARY

P1001572-P1001523 BR BEV LNT 11YD LOADMASTER PROPOSAL

DESCRIPTION	PRICE
BASE MSRP	**$461,314**
DESTINATION	$3,921
DEALER MSRP	**$465,235**
BODY PACKAGE - LOADMASTER 11 YARD	**$123,450**
TOTAL MSRP	**$588,685**
DISCOUNT	**$-92,067**
WARRANTIES & OPTIONS	
NO OPTION - BEV WALL CHARGER	$0
NON-SOURCEWELL	$0
WARRANTY, BEV CHASSIS, STANDARD 1 YEAR CHASSIS/5 YEAR EV	$1,882
WARRANTY, DANA, STANDARD 2 YEAR	$0
SUBTOTAL	$1,882
TOTAL SELLING PRICE (PER UNIT)	**$498,500**

Attachment: Loadmaster Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

GVWR

P1001572-P1001523 BR BEV LNT 11YD LOADMASTER PROPOSAL

AXLE POSITION	AXLE MODEL	AXLE/SUSP RATING (LBS)	SINGLE OR DUAL	WHEEL SIZE AND RATING (SIZE / LOAD @ PRESSURE)	TIRE SIZE AND RATING** (SIZE / LOAD @ PRESSURE / SPEED)	GAWR (LOAD @ PRESSURE / SPEED)
FRONT	D2000F	20,000	S	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 10,000 @ 130 / 68	20,000 @ 130 / 68
1ST INTERMEDIATE						
2ND INTERMEDIATE						
3RD INTERMEDIATE						
LAST	23082T	23,000	D	22.5 X 8.25 / 7,400 @ 131	11R22.5H/16 / 6,005 @ 120 / 75	23,000 @ 120 / 75

DRIVETRAIN GVWR (LBS)	43,000
ENGINE APPLICATION GVWR (LBS)	66,000
TRANSMISSION APPLICATION GVWR (LBS)	33,000
TRUCK GVWR (LBS)	33,000

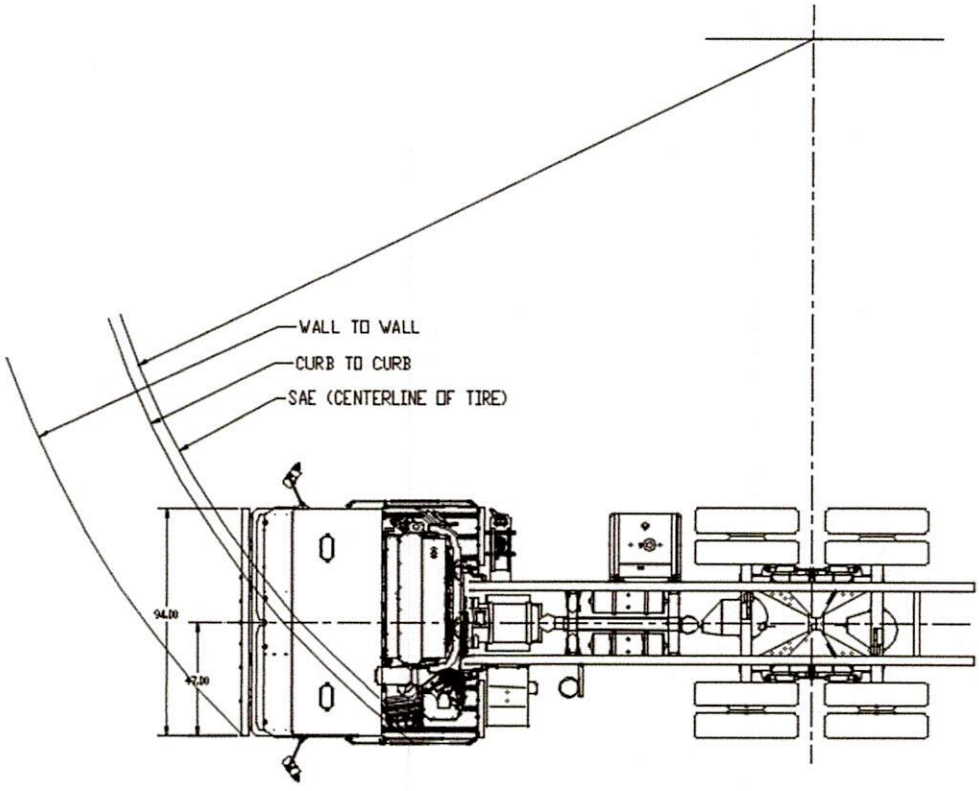
Attachment: Loadmaster Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

COMPONENT LOCATIONS

P1001572-P1001523 BR BEV LNT 11YD LOADMASTER PROPOSAL

COMPONENT	LOCATION
AIR DRYER	LH STA. 68 / FRONT
AIR TANKS	92/110
BATTERY CABLES	LH STA. 32/44



ESTIMATED VEHICLE WEIGHT DISTRIBUTION (LBS) - FULLY WET WITH 200# DRIVER (+/- 5%)

FRONT AXLE GROUND LOAD (LBS)	8,863.61
REAR AXLE GROUND LOAD (LBS)	3,392.39
TOTAL VEHICLE WEIGHT (LBS)	12,256.00

ESTIMATED VEHICLE TURNABILITY - TURN RADIUS (FEET) (+/- 5%)

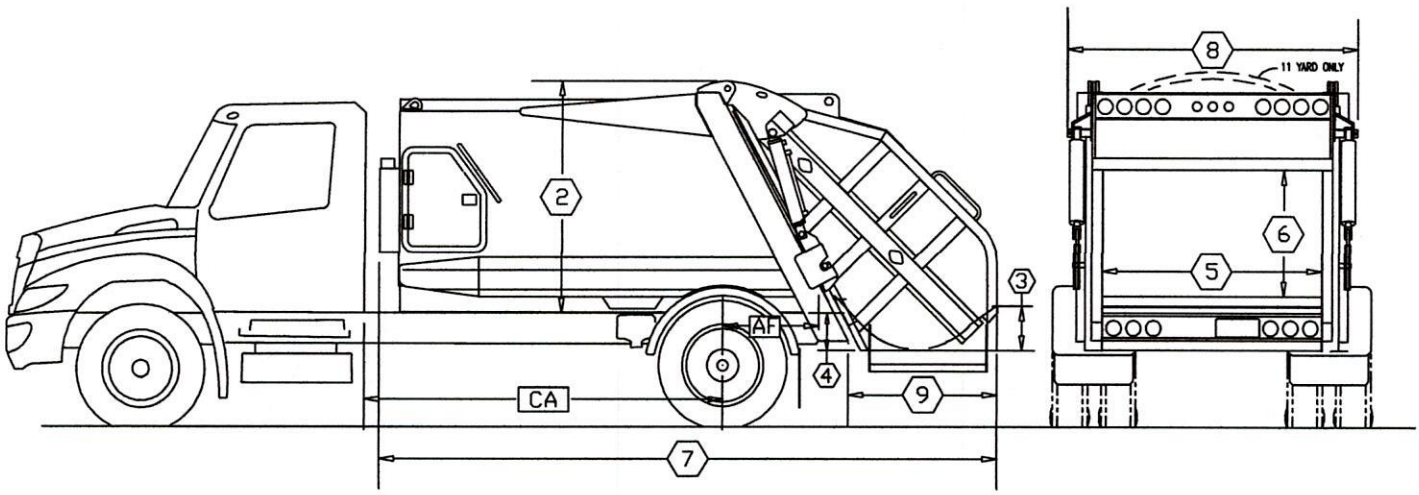
SAE - TIRE CENTERLINE TO TIRE CENTERLINE (FT)	27.80
CURB-TO-CURB (FT)	28.84
WALL-TO-WALL (FT)	30.48

Attachment: Loadmaster Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

LOADMASTER

ELITE SERIES

"small" rear loader



DIMENSIONAL SPECIFICATIONS

	AVAILABLE BODY VOLUMES →	6 YARD^3	8 YARD^3	10 YARD^3	11 YARD^3
2	HEIGHT ABOVE CHASSIS FRAME	69 3/4	69 3/4	69 3/4	73 1/4
3	DEPTH OF HOPPER	13	13	13	13
4	HOPPER BELOW CHASSIS FRAME	11	11	11	11
5	HOPPER INSIDE WIDTH	66	66	66	66
6	HOPPER OPENING HEIGHT	41	41	41	41
7	OVERALL LENGTH	161 3/4	185 3/4	209 3/4	209 3/4
8	OVERALL WIDTH	85 1/2	85 1/2	85 1/2	85 1/2
9	REAR OF BODY TO REAR OF TAILGATE	44 3/4	44 3/4	44 3/4	44 3/4
10	APPROX BODY WEIGHT	7,200 LBS	7,700 LBS	8,200 LBS	8,500 LBS
11	LOAD SILL ABOVE CHASSIS FRAME	2 INCHES	2 INCHES	2 INCHES	2 INCHES
12	HOPPER CAPACITY	1.0 YD^3	1.0 YD^3	1.0 YD^3	1.0 YD^3
13	HEIGHT ABOVE FRAME (WITH GATE RAISED)	118	118	118	118

CHASSIS RECOMMENDATIONS

Specify ELITE chassis to have 19.5 wheel size (not 22.5).
Consult factory IF intending 22.5 wheel size.

BODY SIZE	MINIMUM GVWR	CA	MINIMUM AF
6 YD^3	17,000	85"	34"
8 YD^3	21,000	108"	34"
10 YD^3	25,500	134"	34"
11 YD^3	25,500	134"	34"

ISUZU "NOTES":

FOR the ELITE 6 and ELITE 8...THE ISUZU "N- SERIES" CHASSIS IS "POPLUAR" CHOICE.

ISUZU "ONLY" OFFERS "AFT OF REAR AXLE" FUEL TANK. THIS TANK MUST BE "MOVED"

Aft of rear axle fuel tanks will require fuel tank "move" ... and will be Dealer's responsibility!!

FOR the ELITE 8...THE ISUZU WB = 132.5" IS THE "CORRECT" ISUZU WHEEL BASE ... AND ISUZU's "HORIZONTAL" EXHAUST IS NEEDED.

FOR the ELITE 6...THE ISUZU WB = 132.5" IS THE "WORKABLE" ISUZU WHEEL BASE ... AND EITHER THE "HORIZONTAL" EXHAUST or "VERTICAL" EXHAUST will WORK.

The ELITE 6 "CAN BE" ON ISUZU's WB =109 " BUT THEN "BOTH" THE FUEL TANK AND THE "BATT BOX" NEED RE-LOCATION. THE "HORIZONTAL"'EXHAUST "MUST BE" SPEC'd for ELITE 6 on WB = 109"

LOADMASTER reserves the right to revise product specifications.

This "DATA SHEET" is "informational" only. Consult with your LOADMASTER dealer prior to ordering...for final specifications.

For "CT"...assure Clear & Useable per this info. (If EXHAUST stack is "consuming" space... then "account" for EXHAUST when you are "specing" Chassis.)

LOADMASTER
loadmaster@loadmaster.org
800-433-2768
100 west eleventh avenue
po box 186
Norway, Michigan 49870-0186
fax 906-563-9800 fax

JULY 01, 2018

Attachment: Loadmaster Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

ELITE BASE-PRODUCT SPECIFICATIONS (JULY 2018)



Material Specifications-Body

Body sides	10 ga. high tensile
Body rearward floor	3/16" high tensile
Body forward floor	1/8" high tensile
Body roof	10 ga. high tensile
Floor's longitudinals	tubular 3" x 8" x 3/16" wall
Ejector's track channel	¼" high tensile

Body structrual upgrade options available (thickness and alloy)

Material Specifications-Tailgate

Lower tailgate Sides	3/16" T-1 alloy
Upper tailgate Sides	10 ga. high tensile
Hopper floor	3/16" T-1 alloy
Separator panel	3/16" abrasion-resistant grade235

Tailgate structural upgrade options available (thickness and alloy)

Material Specifications-Blades

Ejector's face panel	10 ga. high tensile
Ejector's structure	tubular 2" x 3" x 3/16"
Ejector's tracking shoes	UHMW polyethylene
Sweep blade face	3/16" T-1 alloy
Sweep blade pusharms	½" high tensile
Slide blade face	7ga. high tensile
Blades wrist pin & axles	2 ¼" dia. med carb cold finish
Slider's shoeing	nylatron nsm & uhmw polyethylene

Hydraulic Specifications

Reservoir	20 gallon	Sweep Cylinders (2)	3 ½" bore
Pump	cast iron gear-type (3 cubic inch per rev)	Pack (slider) Cylinders (2)	3 ½" bore
Pump flow	18 gpm	Gate lift Cylinders (2)	3 ½" bore
Max syst pressure	2,700 psi	Ejector Tellescopic	2-stage (4.5/3.5)
Suction Filter	100 mesh	Body-mounted valve	2 function sectional
Return Filter	5 micron tank top	Tailgate-mounted valve	3 function sectional

Electrical Specifications

Wire	14 ga sxl	Switches	centralized,in-cab panel
Wire identifiers	color & function labelling	Lights	grommet-mounted
Harnessing	multi-section; braid covering		
Harness Connects	Deutsch aircraft type		
Wire connects	heat shrink sealed		

Some standard features

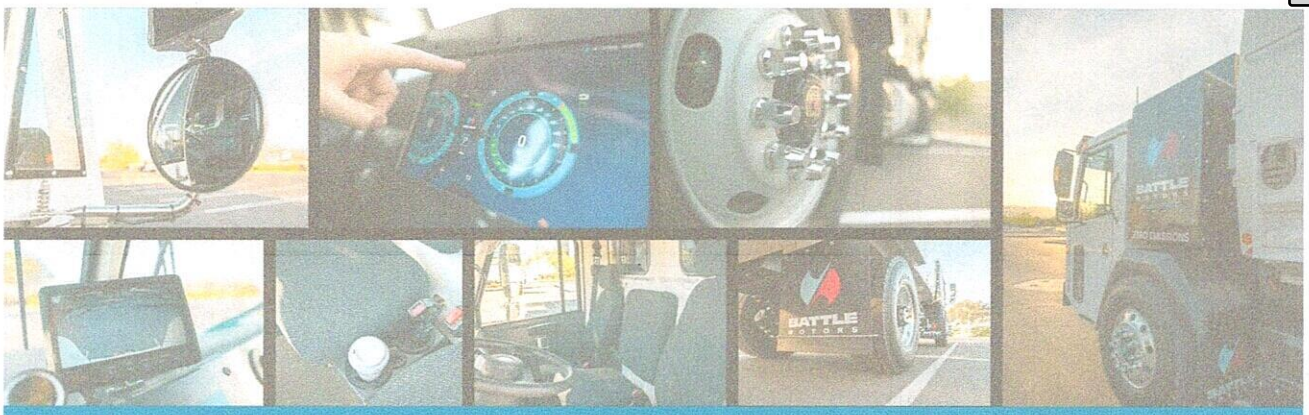
Epoxy primer paint
Undercoated
Automatic tailgate latches
Body access door with ladder
Full complement of lights
Quick change shoeing

Some available options

"Customer-preferred" choices

Hot-shift PTO or cable shift
Work lights
Strobe lights
8k Drum winch (container handling)
Cart Tipper/ Barrel Tipper

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P1001572-P1001591 BR BEV LNT 11YD NEW WAY EPTO RL DD PROPOSAL

BATTLE MOTORS

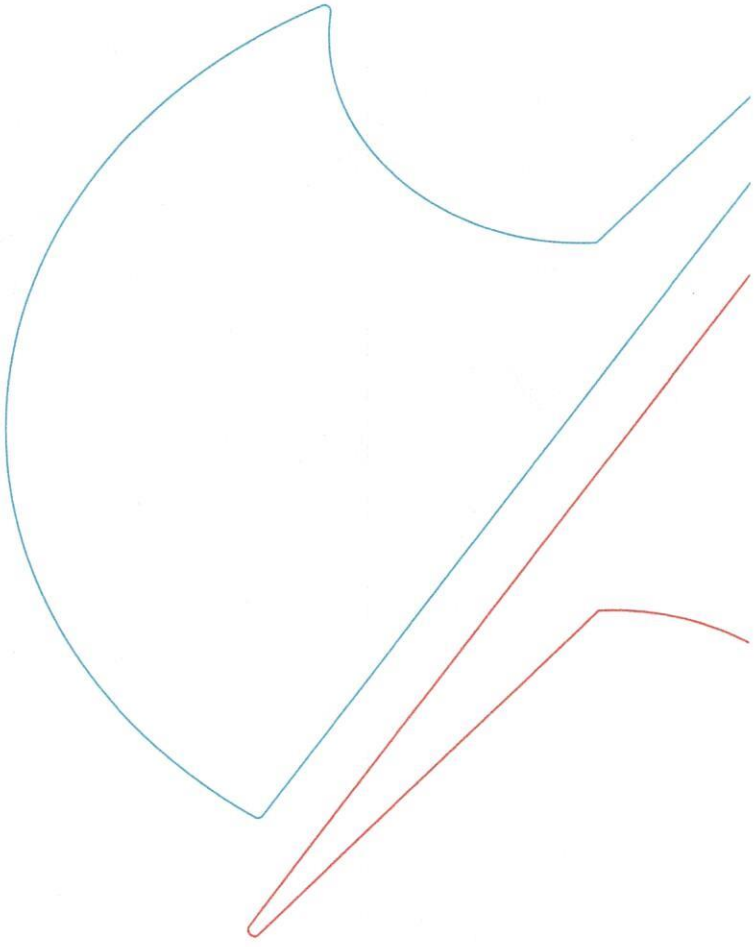
Date
03/8/2023

Quote Information
202209231750-A466
9000-0284B
1001572-1001591

2024 Sales LNT BEV
Qty: 1

Prepared For
MELROSE

Prepared By
JEFF
DENESHA



Attachment: New Way Body Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

TECHNICAL SPECIFICATIONS

P1001572-P1001591 BR BEV LNT 11YD NEW WAY EPTO RL DD PROPOSAL

CUSTOM OPTIONS		DESCRIPTION
9999-CUSTOM-83331	**CUSTOM OPTIONS**	NO OPTION - CUSTOM OPTIONS
9999-CUSTOM-140347	**BEV WALL CHARGER**	NO OPTION - BEV WALL CHARGER
9999-CUSTOM-140540	**FRAME (QUOTE ONLY)**	NO-OPTION, FRAME AVAILABLE IN UPPER SELECTION
9999-CUSTOM-140539	**PROP SHAFT (QUOTE ONLY)**	NO OPTION - PROP SHAFT AVAILABLE IN UPPER SELECTION
9999-CUSTOM-141986	**AIR PIPING, AIR DRYER (QUOTE ONLY)**	NO OPTON (AVAILABLE IN UPPER SELECTION)
9999-CUSTOM-142066	**BODY**	NO OPTION - BODY

CAB		DESCRIPTION
1800-1892-CAB	**CAB MODEL**	CAB ASSY, (2) REAR WINDOWS, NO ROOF VENTS, W/VISOR, LNT
1809-0177-CAB	**CAB - OVERHEAD CONSOLE / RADIO**	OVERHEAD CONSOLE, LHD/DUAL DRIVE, AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LNT
1809-0164-CAB	**CAB - FLOOR GRIP TAPE**	FLOOR COVERING INSTALLATION, LH / DUAL DRIVE, LNT
1001-0960-CAB	**CAB - ACCELERATOR PEDAL**	ACCELERATOR PEDAL, CUMMINS, DUAL DRIVE
2100-3420-CAB	**CAB - BASE ELECTRICAL**	ELECTRICAL, BASE, CAB, 500K, AUTOCRAFT HEADLIGHT, BEV
9999-CUSTOM-82619	**CAB - MODIFICATION (LH DOOR)**	NO OPTION - CAB MODIFICAION (LH DOOR)
9999-CUSTOM-82620	**CAB - MODIFICATION (RH DOOR)**	NO OPTION - CAB MODIFICAION (RH DOOR)
2000-4561-CAB	**CAB - GRAB HANDLES (LH)**	LH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
2000-4862-CAB	**CAB - GRAB HANDLES (RH)**	RH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
9999-CUSTOM-82818	**CAB, ELEC - DOOR WINDOWS - SWITCH COUNT**	DUAL DRIVE, LH E/R, RH E/R
2100-3352-CAB	**CAB, ELECTRICAL - DOOR WINDOWS**	CAB, ELECTRICAL, POWER WINDOWS, 4 SWITCHES
2000-4582-CAB	**CAB - AIR HORN**	AIR HORN, DUAL TONE, UNDER CAB
9999-CUSTOM-83006	**CAB - WHEEL DIFF LOCK CONTROLS**	NO OPTION - AXLE DIFF LOCK CONTROLS, CAB
9999-CUSTOM-82623	**CAB - ABS SYSTEM**	NO OPTION - ABS ATC OPTION

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001591 BR BEV LNT 11YD NEW WAY EPTO RL DD PROPOSAL

CAB		DESCRIPTION
9999-CUSTOM-82513	**CAB AIR PIPING, REAR AXLE**	NO AIR PIPING REQUIRED
2000-4886-CAB	**DECALS - CAB INTERIOR**	DECALS, INTERIOR, DUAL DRIVE, DIRECT DRIVE, BEV
2000-4797-CAB	**DECALS - CALIFORNIA PROPOSTION 65**	DECAL - CALIFORNIA PROPOSITION 65
1810-0043-CAB	**CAB - MISC COMPONENTS**	CAB MODIF - LET2 COMPONENTS, LH/RH STEEL PANELS
9999-CUSTOM-83327	**PUSHER/TAG CAB CONTROLS**	NO OPTION - PUSHER/TAG AXLE CAB CONTROLS

CHASSIS		DESCRIPTION
2000-4887	**DECALS - CHASSIS EXTERIOR**	DECAL, EXTERIOR, BEV
2003-0604	**HVAC - CHASSIS**	HVAC, A/C, COULOMB COMPRESSOR/WATER HEATER, LNT BEV
2201-0119	**WINDSHIELD WIPERS - CHASSIS**	WINDSHIELD WIPERS, DUAL DRIVE
1005-1906	**BEV COOLING, MANIFOLD CIRCUIT**	COOLING ASSY- MANIFOLD CIRCUIT LNT BEV
1006-1299	**BEV MOTOR MOUNTING**	MOTOR MTG ASSY- 4 DEG, DIRECT DRIVE, LNT, BEV
1802-0076	**CAB MOUNTING**	CAB MOUNTING - LET2 STANDARD CAB
9999-CUSTOM-83075	**FRAME - FUEL TANK MTG, DROP FRAME**	NO OPTION - FUEL TANK MTG, DROP FRAME
2100-3420	**ELECTRICAL, BASE, CHASSIS**	ELECTRICAL, BASE CHASSIS, 500K, AUTOCRAFT, BEV
1908-0096	**AIR PIPING, REAR AXLE**	AIR PIPING, SINGLE AXLE - 2-SPEED, REYCO SUSP
9999-CUSTOM-139490	**REAR BUMP BLOCKS**	NO OPTION - BUMP BLOCKS
1402-0640	**POWER STEERING RESERVOIR**	POWER STEERING, 4 QT, COULOMB PS PUMP, LNT BEV
1401-0336	**STEERING COLUMN CHASSIS (LH)**	STRG COLUMN ASSY - LNT, LHD, TILT, W/CRUISE, 16" WHEEL
1401-0337	**STEERING COLUMN CHASSIS (RH)**	STEERING COLUMN, CAB - LNT, RHD, TILT, W/CRUISE, 16" WHEEL
1400-0715	**STEERING GEAR**	STEERING GEAR, XD-120, RH/DUAL DRIVE, STANDARD CAB, LET2
9999-CUSTOM-83008	**GAUGES - MISC OPTIONS**	NO OPTION - MISC GAUGES, CHASSIS
1000A-0002	**MOTOR OIL PAN, BEV**	MOTOR ASSEMBLY, CASCADIA OIL PAN
2101-0666	**BEV LOWER POWER SLED**	LOWER POWER SKID, 240 KWH, CATL, BEV
2100-3421	**ELECTRICAL, BEV LOW VOLAGE, POWER SLED**	ELECTRICAL LOWER POWR SLED, LOW VOLTAGE HARNESS, BEV

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001591 BR BEV LNT 11YD NEW WAY EPTO RL DD PROPOSAL

CHASSIS		DESCRIPTION
2100-3437	**ELECTRICAL, BEV EPTO HV JUNCTION BOX**	ELECTRICAL ASSY - BEV HV COMPONENT CABLES
2100-3438	**ELECTRICAL, BEV CHARGING INLET**	ELECTRICAL, CHARGING INLET, BEV
2100-3440	**ELECTRICAL, BEV LV POWER FEED**	ELECTRICAL ASSY - LV CABLES, BEV
2100-3439	**ELECTRICAL, BEV CHARGER JUNCTION BOX**	ELCTRICAL, CHARGER JUNCTION BOX, BEV
2500-0128	**BATTERY COOLANT PLUMBING, BEV**	PIPING, BATTERY COOLANT CIRCUIT, BEV
2500-0129	**COOLANT PIPING, CAB HEATER, BEV**	PIPING, CAB COOLANT CIRCUIT, BEV
2500-0130	**BULKHEAD PLATE, BEV**	PIPIN, BULK HEAD PLATE, BEV
2501-1556	**PIPING, MOTOR OIL COOLING, BEV**	PIPING, MOTOR OIL COOLING, BEV
1503-3002	**FRAME MODIF, CENTER BEARING DRILLING**	FRAME MODIFICATION, CENTER BEARING DRILLING 1503-3002
9999-CUSTOM-142262	**FRAME MODIF, REAR BUMPER ASSY**	NO OPTION - FRAME MOD REAR BUMPER
9999-CUSTOM-142330	**FRAME MODIF, PUSHER AXLE**	NO OPTION - FRAME MOD PUSHER

MODEL		DESCRIPTION
9999-CUSTOM-140230	**SOURCEWELL**	NON-SOURCEWELL
9999-CUSTOM-140179	**FUEL TYPE**	BEV (ELECTRIC)
9999-CUSTOM-140243	**BODY APPLICATION**	NEWWAY, RL, VIPER, SINGLE, 13 CY
9999-CUSTOM-83334	**PRODUCT AVAILABILITY**	STOCKED MAJOR COMPONENTS
9999-CUSTOM-83098	**CARB/EPA**	CARB / EPA - CLEAN IDLE COMPLIANT
9999-CUSTOM-83019	**FRAME - WHEELBASE**	140 WHEELBASE
9999-CUSTOM-83058	**FRAME SILLS**	SINGLE SILL
9999-CUSTOM-83532	**CAB STYLE**	LNT CREW CAB WITH EXTERIOR SUNVISOR
9999-CUSTOM-83534	**CAB / DOORS**	LNT CREW CAB, W/VISOR, LH ELECTRIC ROLL-UP / RH ELECTRIC ROLL-UP DOORS
9999-CUSTOM-82516	**DRIVE TYPE**	DUAL DRIVE, RH STAND-UP
1000A-0001	**BEV MOTOR**	ELECTRIC MOTOR, CASCADIA, HVH410-150, 442 HP @ 1700 RPM, 1476 LB-FT TORQUE (0 TO 1700 RPM)

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001591 BR BEV LNT 11YD NEW WAY EPTO RL DD PROPOSAL

MODEL		DESCRIPTION
1007-1219	**BEV TRANSMISSION**	DIRECT DRIVE, SPL-140, OIL COOLED, BEV
9999-CUSTOM-83068	**REAR SUSPENSION MODEL**	REYCO 102CC - REYCO SPRING SUSPENSION
9999-CUSTOM-83048	**REAR DRIVE AXLE MODEL**	23082T - REAR DRIVE AXLE 23,000
1200A-0420	**REAR DRIVE AXLE**	REAR AXLE, 23082T, 6.17/8.40, BENDIX AIR DISC BRAKES, REYCO, SPL-140, LET2/LNT
1201-1254	**REAR SUSPENSION**	REAR SUSPENSION, REYCO 102CC 21K, 3 DEG, 23082T
9999-CUSTOM-83323	**PUSHER AXLE**	NO OPTION - PUSHER AXLE
1500-5630	**FRAME**	FRAME ASSEMBLY, 140" WB, REYCO 102CC, 10.25" SINGLE SILL, LNT BEV
2102-0132	**ABS SYSTEM**	ABS SYSTEM, BENDIX 4S/4M, 500K BAUD

OPTIONS, CAB		DESCRIPTION
1803-0087-CAB	**CAB - DOOR (LH)**	STANDARD DOOR, LH, ELECTRIC ROLL UP
1804-0086-CAB	**CAB - DOOR (RH)**	STANDARD DOOR, RH, ELECTRIC ROLL UP
9999-CUSTOM-82515	**CAB - DOOR SAFETY BELT**	NO OPTION - DOOR SAFETY STRAP
9999-CUSTOM-82532	**CAB - FLOOR GRATING (LH)**	NO OPTION - LH FLOOR GRATE
9999-CUSTOM-82533	**CAB - FLOOR GRATING (RH)**	NO OPTION - RH FLOOR GRATE
1806-1332-CAB	**CAB - MIRROR (LH)**	WEST COAST MIRROR, LH STANDARD DOOR, 16 X 7 HEATED
1808-0120-CAB	**CAB - MIRROR (RH)**	WEST COAST MIRROR, RH STANDARD DOOR, 16 X 7 HEATED
1806-1292-CAB	**CAB - MIRROR, SPOT**	MIRROR, SPOT - (1) LH / (1) RH, BOTTOM MIRROR ARMS, 8" ROUND, SS, HEATED
9999-CUSTOM-82673	**CAB - MIRROR, LH LOOK DOWN**	NO OPTION - LH LOOK DOWN MIRROR
9999-CUSTOM-82674	**CAB - MIRROR, RH LOOK DOWN**	NO OPTION - RH LOOK DOWN MIRROR
1401-0336-CAB	**STEERING COLUMN CAB (LH)**	STRG COLUMN ASSY - LNT, LHD, TILT, W/CRUISE, 16" WHEEL
1401-0337-CAB	**STEERING COLUMN CAB (RH)**	STRG COLUMN ASSY - LNT, RHD, TILT, W/CRUISE, 16" WHEEL
9999-CUSTOM-82609	**RADIO OPTION - AM/FM/BLUETOOTH/HANDS FREE**	RADIO - MOUNTED ON LH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001591 BR BEV LNT 11YD NEW WAY EPTO RL DD PROPOSAL

OPTIONS, CAB		DESCRIPTION
2003-0604-CAB	**HVAC - CAB**	HVAC, BEV A/C, COULOMB COMPRESSOR/WATER HEATER, LNT BEV
2003-0369-CAB	**CAB - DEFROST FANS**	CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE
2100-3404-CAB	**CAB, ELECTRICAL - IGNITION**	CAB, IGNITION (2) KEYS D250, STD/BI-FOLD DOOR C250
2202-0072-CAB	**CAB - DASH/INSTRUMENTATION**	DIGITAL DASH, DUAL DRIVE, 8" SAMSUNG DISPLAY, MPH/KPH, 500K STEEL, BEV, LNT
2100-3436-CAB	**CAB, ADAS**	ELECTRICAL, CAB, MOBILE EYE ADAS
9999-CUSTOM-83060	**CAB - INTERAXLE BUZZER/ALARM**	NO OPTION - INTERAXLE BUZZER, CAB
9999-CUSTOM-82517	**CAB - FLASHER OPTIONS**	NO OPTION - FLASHERS
9999-CUSTOM-82522	**CAB - 12V POWER OPTIONS**	NO OPTION - 12V POWER OPTIONS
1907-0480-CAB	**CAB - AIR PIPING**	CAB AIR PIPING, DUAL DRIVE, RH STAND-UP SEATING, LNT
9999-CUSTOM-82498	**CAB - FIRE EXTINGUISHER**	NO OPTION - FIRE EXTINGUISHER
9999-CUSTOM-82508	**CAB - FIRST AID KIT**	NO OPTION - FIRST AID KIT
9999-CUSTOM-82507	**CAB - TRIANGLE KIT**	NO OPTION - TRIANGLE KIT
1810-0061-CAB	**CAB GRILLE**	BATTLE GRILLE, SMOOTH FLAT BLACK

OPTIONS, CAB SEATS		DESCRIPTION
9999-CUSTOM-82616	**CAB - SEAT MATERIAL**	SEAT - ASPHALT CLOTH
2001-0518-CAB	**CAB - SEATS (LH)**	SEAT AIR RIDE, SEARS C2, ASPHALT CLOTH, LH, LNT
2011-0311-CAB	**CAB - SEATS (RH)**	SEAT FLIP-UP/FOLD-DOWN, ASPHALT CLOTH, RH, LNT
2011-0299-CAB	**CAB - SEAT (CENTER BENCH)**	SEAT CENTER BENCH ONLY, 1-MAN BENCH, ASPHALT CONFETTI, LNT
2000-4771-CAB	**CAB - SEAT BELTS (LH)**	SEAT BELT, BLACK, LH SIDE, AIR RIDE SEAT, LET2
2000-4859-CAB	**CAB - SEAT BELTS (RH)**	SEAT BELT, BLACK, RH SIDE, FIXED SEAT, LET2
9999-CUSTOM-82808	**CAB - SEAT (LH), RH ARMREST**	NO OPTION - RH ARMREST, LH SEAT
9999-CUSTOM-82809	**CAB - SEAT (RH), LH ARMREST**	NO OPTION - LH ARMREST, RH SEAT

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001591 BR BEV LNT 11YD NEW WAY EPTO RL DD PROPOSAL

OPTIONS, CHASSIS		DESCRIPTION
1100A-0052	**FRONT STEER AXLE**	FRONT STEER AXLE, D2000F, STD TRACK, 20" CMBR, ALL WB'S, AIR DISC BRAKES
1101-0659	**FRONT SUSPENSION**	FRONT SUSPENSION ASSY, CAST HANGERS, 17K TLS, (3) TAPER LEAF, STD SHOCKS, 10.25" SILLS, LNT
2000-4798	**LUBE, REAR DRIVE AXLE**	REAR AXLE LUBE, GEAR OIL 85W-140 FOR 23082T
9999-CUSTOM-83005	**ELECTRICAL, AXLE DIFF LOCK CONTROLS**	NO OPTION - AXLE DIFF LOCK CONTROLS, CHASSIS
2101-0675	**BEV UPPER BATTERY RACK**	BEV BATTERY UPPER RACK, ALUMINUM BLACK COVERS, 240KWH, CATL, BEV
2300-0712	**BEV EPTO**	EPTO, CASCADIA IM-225DZ-S;SAE "C" MNT/"C" SHAFT, BEV
2101-0643	**BATTERY BOX**	BATTERY BOX, (2) 950 CCA BATTERIES, W/ DISCONNECT SWITCH, PLASTIC COVER
1503-2281	**BATTERY BOX SPACERS**	BATTERY BOX SPACERS, LOWERS 8.5" BELOW TOP OF FRAME
9999-CUSTOM-83002	**ELECTRICAL, BATTERY DCS INDICATOR LIGHT**	NO OPTION - BATTERY DCS LIGHTING
2000-4854	**ELECTRICAL, BATTERY CABLES**	BATTERY / POWER FEED CABLES, BEV, LH 32/44
2502-0843	**AIR DRYER**	AIR DRYER, BENDIX AD-IS AIR DRYER W/BLOCK, BEV
1910-0507	**AIR PIPING, AIR DRYER**	AIR PIPING, 3.7KW COLUMB COMP, AD-IS, LH 68 / FRONT, LNT BEV
9999-CUSTOM-82833	**AUTO NEUTRAL**	NO OPTION - AUTO NEUTRAL, CAB
1502-0644	**FRONT BUMPER**	BUMPER ASSEMBLY - FORMED, HENDRICKSON, STEEL, PC BLACK, LNT
9999-CUSTOM-142046	**REAR BUMPER**	NO OPTION - REAR BUMPER
1801-0619	**FENDERS, FRONT**	FENDER, FRONT - LNT, BATTLE, BLACK PLASTIC, WIDE
1600-5213	**PROPSHAFT**	PROPSHAFT, 140"WB, EM/DD, REYCO,S26-S30, SPL140, LNT BEV
1503-2885	**AIR PIPING, FRAME SUPPORTS**	FRAME AIR PIPING SUPPORTS, <190" WB, SINGLE AXLE, SINGLE SILLS
1906-0850	**AIR PIPING, FRAME**	FRAME AIR PIPING; (2) STEEL AIR TANKS IN FRAME, AD-IS AIR DRYER, W/ CENTRALIZED DRAINS, LNT BEV
9999-CUSTOM-83325	**AIR PIPING, PUSHER/TAG AXLE**	NO OPTION - PUSHER/TAG AXLE AIR PIPING
1904-0073	**AIR PIPING, OPTIONAL AUTOMATIC DRAIN VALVES**	BENDIX DV-2 HEATED @ WET TANK ONLY
9999-CUSTOM-82670	**AIR PIPING, OPTIONAL MANUAL DRAIN VALVES**	NO OPTION - MANUAL DRAIN VALVES
9999-CUSTOM-82501	**AIR PIPING, OPTIONAL CHARGE VALVE**	NO OPTION - CHARGE VALVE
2000-4582	**AIR HORN, CHASSIS**	AIR HORN, DUAL TONE, UNDER CAB
2000-2215	**BACK-UP ALARM**	BACK-UP ALARM, ECCO 575, 107DB

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1001572-P1001591 BR BEV LNT 11YD NEW WAY EPTO RL DD PROPOSAL

OPTIONS, CHASSIS		DESCRIPTION
9999-CUSTOM-139179	**RETAINER CABLES**	NO OPTION-RETAINER CABLES
2104-0117	**ELECTRICAL, DRIVE AWAY KIT**	BODY STD TAILBOARD HARNESS ONLY
9999-CUSTOM-139184	**WHEEL TORQUE INDICATORS**	NO OPTION - WHEEL TORQUE INDICATORS
2501-1558	**OIL PIPING, CAB TILT**	PIPING ASSY - CAB TILT, ELECTRIC TILT PUMP, LNT BEV
1005-1905	**BEV COOLING, SYSTEM**	COOLING ASSY- EMP E-FAN COOLING SYS 2, LET2/LNT BEV
9999-CUSTOM-142003	**ELECTRICAL, HIGH VOLTAGE, POWER SLED**	NO OPTION - POWER SLED, HIGH VOLTALGE HARNESS, BEV
9999-CUSTOM-140335	**BEV SKID PLATE**	NO OPTION - MOTOR SKID PLATE BEV
9999-CUSTOM-140340	**TRACTOR PROTECTION VALVE**	NO OPTION - TRACTOR PROTECTION VALVE

PAINT		DESCRIPTION
356-0322	**PAINT, CAB**	PAINT, CAB, STANDARD WHITE, G2-3460715-A
9999-CUSTOM-140265	**PAINT, CAB VISOR**	NO OPTION - CAB VISOR SAME COLOR AS CAB
9999-CUSTOM-83308	**PAINT, CAB STRIPES**	NO OPTION - CAB STRIPES
9999-CUSTOM-83309	**PAINT, CLEAR COAT**	NO OPTION - CAB CLEAR COAT
356-0323	**PAINT, CHASSIS**	PAINT, CHASSIS, STANDARD BLACK, G2-2B1738
356-0329	**PAINT, BUMPER**	PAINT, BUMPER - STANDARD BLACK, G2-2B1738

TIRES / WHEELS		DESCRIPTION
2-519-4687-0140	**TIRES/WHEELS - FRONT STEER AXLE**	TOYO M153, 315/80R22.5, 20/L, ACCURIDE, ALUMINUM, XTRA POLISH FINISH, 7.00" OUTSET
4-519-2863-0141	**TIRES/WHEELS - DRIVE AXLE**	TOYO M170, 11R22.5, 16/H, ACCURIDE, ALUMINUM, XTRA POLISH FINISH
9999-CUSTOM-83539	**TIRES/WHEELS - PUSHER AXLE**	NO OPTION - PUSHER TIRES/WHEELS

WARRANTY		DESCRIPTION
306A-0010	**WARRANTY, CHASSIS**	WARRANTY, BEV CHASSIS, STANDARD 1 YEAR CHASSIS/5 YEAR EV
306A-0022	**WARRANTY, DRIVE AXLE**	WARRANTY, DANA, STANDARD 2 YEAR

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TECHNICAL SPECIFICATIONS *(CONT.)*

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VEHICLE SPECIFICATION SUMMARY	UNIT	DESCRIPTION
MODEL		SALES LNT BEV
TRANSMISSION		DIRECT DRIVE, SPL-140, OIL COOLED, BEV

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PRICING SUMMARY

P1001572-P1001591 BR BEV LNT 11YD NEW WAY EPTO RL DD PROPOSAL

DESCRIPTION	PRICE
BASE MSRP	**$461,314**
DESTINATION	$3,921
DEALER MSRP	**$465,235**
BODY PACKAGE - NEWAY VIPER 13 YARD	**$108,979**
TOTAL MSRP	**$574,214**
DISCOUNT	**$-87,196**
WARRANTIES & OPTIONS	
NO OPTION - BEV WALL CHARGER	$0
NON-SOURCEWELL	$0
WARRANTY, BEV CHASSIS, STANDARD 1 YEAR CHASSIS/5 YEAR EV	$1,882
WARRANTY, DANA, STANDARD 2 YEAR	$0
SUBTOTAL	$1,882
TOTAL SELLING PRICE (PER UNIT)	**$488,900**

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PRICING SUMMARY *(CONT.)*

P1001572-P1001591 BR BEV LNT 11YD NEW WAY EPTO RL DD PROPOSAL

TOTAL SELLING PRICE (PER UNIT)	$488,900

CUSTOMER	BOSTON FREIGHTLINER
DATE	DATE

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AXLE POSITION	AXLE MODEL	AXLE/SUSP RATING (LBS)	SINGLE OR DUAL	WHEEL SIZE AND RATING (SIZE / LOAD @ PRESSURE)	TIRE SIZE AND RATING** (SIZE / LOAD @ PRESSURE / SPEED)	GAWR (LOAD @ PRESSURE / SPEED)
FRONT	D2000F	20,000	S	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 10,000 @ 130 / 68	20,000 @ 130 / 68
1ST INTERMEDIATE						
2ND INTERMEDIATE						
3RD INTERMEDIATE						
LAST	23082T	23,000	D	22.5 X 8.25 / 7,400 @ 131	11R22.5H/16 / 6,005 @ 120 / 75	23,000 @ 120 / 75

DRIVETRAIN GVWR (LBS)	43,000
ENGINE APPLICATION GVWR (LBS)	66,000
TRANSMISSION APPLICATION GVWR (LBS)	33,000
TRUCK GVWR (LBS)	33,000

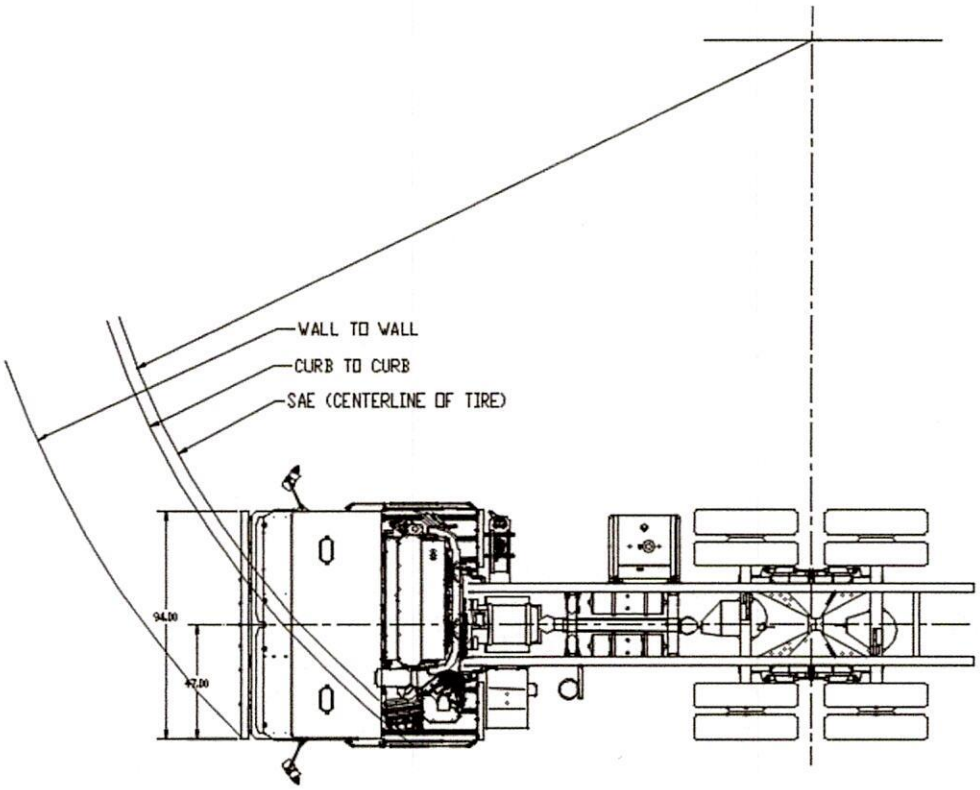
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COMPONENT LOCATIONS

P1001572-P1001591 BR BEV LNT 11YD NEW WAY EPTO RL DD PROPOSAL

COMPONENT	LOCATION
AIR DRYER	LH STA. 68 / FRONT
AIR TANKS	92/110
BATTERY CABLES	LH STA. 32/44



ESTIMATED VEHICLE WEIGHT DISTRIBUTION (LBS) - FULLY WET WITH 200# DRIVER (+/- 5%)

FRONT AXLE GROUND LOAD (LBS)	8,863.61
REAR AXLE GROUND LOAD (LBS)	3,392.39
TOTAL VEHICLE WEIGHT (LBS)	12,256.00

ESTIMATED VEHICLE TURNABILITY - TURN RADIUS (FEET) (+/- 5%)

SAE - TIRE CENTERLINE TO TIRE CENTERLINE (FT)	27.80
CURB-TO-CURB (FT)	28.84
WALL-TO-WALL (FT)	30.48

Attachment: New Way Body Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

VIPER™
SERIES

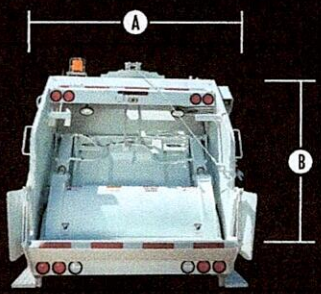


PACKING A POWERFUL BITE

The New Way® Viper™ is one of the most popular 9 to 13 yd³ mid-compaction rear-loader bodies on the market today. Larger capacity Viper™ units are excellent for both residential and commercial work. With options including all varieties of residential cart tippers and commercial containers, a rear-view camera and a two-year cylinder warranty, this venomous Viper™ is sure to paralyze the competition.

Attachment: New Way Body Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

VIPER™





GENERAL SPECIFICATIONS

Model	9 V»	11 V	13 V
Body Capacity	9 yd³	11 yd³	13 yd³
Body Width (A)	82″	96″	96″
Body Height (B)	71″	72″	72″
Body Length (C)	191.5″	195″	211″
*Approx. Body Weight	9,290 lbs	9,650 lbs	10,012 lbs
Hopper Capacity	2 yd³	2.7 yd³	2.7 yd³
Hopper Opening Width	60″	80″	80″
Loading Sill Height	Frame	Frame	Frame
Hopper Cycle Time	26-30 secs.	22-24 secs.	22-24 secs.

MINIMUM CHASSIS SPECIFICATIONS (STANDARD)

Model	9 V»	11 V	13 V
**Minimum GVWR	23,000 lbs	26,000 lbs	29,000 lbs
Cab to Trunnion	84″	84″	102″

HYDRAULIC CYLINDER SPECIFICATIONS (STANDARD)

Model	9 V»	11 V	13 V
Slide Cylinders (2)	4″	4″	4″
Sweep Cylinders (2)	5″	5″	5″
Tailgate Cylinders (2)	3.5″	3.5″	3.5″
Ejection Cylinder	3-Stage 5.5″	3-Stage 5.5″	4-Stage 6.5″

BODY CONSTRUCTION

Roof & Sides	10 gauge	80K GR
Floor (center)	¼″	50K GR
Floor (sides)	10 gauge	80K GR
Ejection Panel	10 gauge	50K GR
Sweep Panel	¼″	80K GR
Tailgate (upper & lower)	10 gauge	50K GR
Hopper Floor	¼″	50K GR
Hopper Floor (back)	¼″	100K GR
Side Panel	7 gauge	50K GR

HYDRAULIC SYSTEMS

Oil Reservoir	45 gal
Oil Flow w/std. pump	25 gpm
Min. Accept. Oil Flow	20 gpm
Operating Pressure	2,350 psi
Engine RPM for STD gpm	1,350-1,550
Hydraulic Hoses	4-to-1 burst
Return Filter	10 micron

STANDARD EQUIPMENT

- Semi automatic cycling
- Accelerator kit
- Auto-lock tailgate
- Back up alarm
- All LED lights
- Upper rear lights
- Sight gauge on oil tank
- Chrome cylinder rods
- Side access door
- Driver alert buzzer
- Tailgate ajar indicator
- Pump
- Adjustable riding step
- Imron elite productive paint
- Color rear vision camera system

OPTIONAL EQUIPMENT

- Special lighting
- PTO
- Container lifts (commercial & residential)
- Pack at low idle
- Hopper liners
- Upgraded body steel package
- Body scale systems
- CNG fueling system
- Axalta Imron Elite finish paint

» 9 yd³ model will be built with external hydraulic cylinders.

* Approximate Body Weight empty and exclusive of options.

** Any Chassis sent to Scranton Manufacturing with less than the minimum guideline requirements will not be mounted. (Chassis must be capable of carrying the net weight of the body plus the weight of the refuse collected.)

AUTHORIZED NEW WAY DISTRIBUTOR

AVAILABLE ON MOST MODELS

Proudly USA Made

Sourcewell

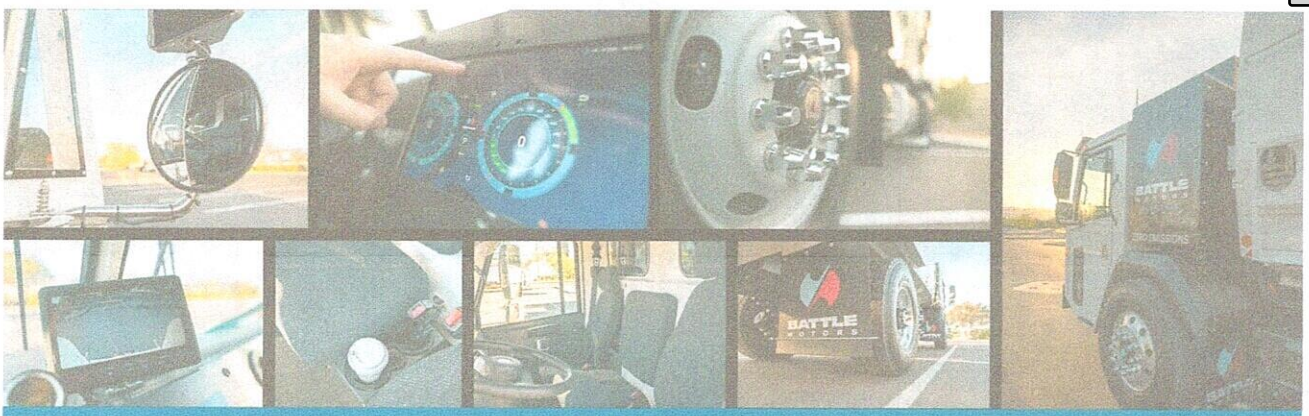
Awarded Contract
Contract # 091219-NWY

NEW WAY® Driving The Difference.®

a quality product of McLaughlin FAMILY COMPANIES · 800 831 1858 · ww

PART NU

Attachment: New Way Body Quote (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and



P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

BATTLE MOTORS

Date
03/8/2023

Quote Information
202208261721-196D
9000-0228B
1000252-1000256

2024 Sales LNT BEV
Qty: 1

Prepared For
MELROSE

Prepared By
JEFF
DENESHA

Attachment: Curbtender Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

TECHNICAL SPECIFICATIONS

P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

CUSTOM OPTIONS		DESCRIPTION
9999-CUSTOM-83331	**CUSTOM OPTIONS**	NO OPTION - CUSTOM OPTIONS
9999-CUSTOM-140347	**BEV WALL CHARGER**	NO OPTION - BEV WALL CHARGER
9999-CUSTOM-140540	**FRAME (QUOTE ONLY)**	NO-OPTION, FRAME AVAILABLE IN UPPER SELECTION
9999-CUSTOM-140539	**PROP SHAFT (QUOTE ONLY)**	NO OPTION - PROP SHAFT AVAILABLE IN UPPER SELECTION
9999-CUSTOM-141986	**AIR PIPING, AIR DRYER (QUOTE ONLY)**	NO OPTON (AVAILABLE IN UPPER SELECTION)
355H-0046	**BODY**	BODY PACKAGE - CURBTENDER EV 11 CY REAR LOADER, P1000252

CAB		DESCRIPTION
1800-1892-CAB	**CAB MODEL**	CAB ASSY, (2) REAR WINDOWS, NO ROOF VENTS, W/VISOR, LNT
1809-0177-CAB	**CAB - OVERHEAD CONSOLE / RADIO**	OVERHEAD CONSOLE, LHD/DUAL DRIVE, AM/FM/BLUETOOTH/HANDS FREE RADIO, HVAC CONTROLS, LNT
1809-0164-CAB	**CAB - FLOOR GRIP TAPE**	FLOOR COVERING INSTALLATION, LH / DUAL DRIVE, LNT
1001-0946-CAB	**CAB - ACCELERATOR PEDAL**	ACCELERATOR PEDAL, CUMMINS, SINGLE DRIVE
2100-3420-CAB	**CAB - BASE ELECTRICAL**	ELECTRICAL, BASE, CAB, 500K, AUTOCRAFT HEADLIGHT, BEV
9999-CUSTOM-82619	**CAB - MODIFICATION (LH DOOR)**	NO OPTION - CAB MODIFICAION (LH DOOR)
9999-CUSTOM-82620	**CAB - MODIFICATION (RH DOOR)**	NO OPTION - CAB MODIFICAION (RH DOOR)
2000-4561-CAB	**CAB - GRAB HANDLES (LH)**	LH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
2000-4862-CAB	**CAB - GRAB HANDLES (RH)**	RH GRAB HANDLE BLACK OUTSIDE, STANDARD DOORS
9999-CUSTOM-82812	**CAB, ELEC - DOOR WINDOWS - SWITCH COUNT**	LH DRIVE, LH E/R, RH E/R
2100-3351-CAB	**CAB, ELECTRICAL - DOOR WINDOWS**	CAB, ELECTRICAL, POWER WINDOWS, 3 SWITCHES
2000-4582-CAB	**CAB - AIR HORN**	AIR HORN, DUAL TONE, UNDER CAB
9999-CUSTOM-83006	**CAB - WHEEL DIFF LOCK CONTROLS**	NO OPTION - AXLE DIFF LOCK CONTROLS, CAB
9999-CUSTOM-82623	**CAB - ABS SYSTEM**	NO OPTION - ABS ATC OPTION
9999-CUSTOM-82513	**CAB AIR PIPING, REAR AXLE**	NO AIR PIPING REQUIRED

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

CAB		DESCRIPTION
2000-4884-CAB	**DECALS - CAB INTERIOR**	DECALS, INTERIOR, SINGLE DRIVE, DIRECT DRIVE, BEV
2000-4797-CAB	**DECALS - CALIFORNIA PROPOSTION 65**	DECAL - CALIFORNIA PROPOSITION 65
1810-0043-CAB	**CAB - MISC COMPONENTS**	CAB MODIF - LET2 COMPONENTS, LH/RH STEEL PANELS
9999-CUSTOM-83327	**PUSHER/TAG CAB CONTROLS**	NO OPTION - PUSHER/TAG AXLE CAB CONTROLS

CHASSIS		DESCRIPTION
2000-4887	**DECALS - CHASSIS EXTERIOR**	DECAL, EXTERIOR, BEV
2003-0604	**HVAC - CHASSIS**	HVAC, A/C, COULOMB COMPRESSOR/WATER HEATER, LNT BEV
2201-0118	**WINDSHIELD WIPERS - CHASSIS**	WINDSHIELD WIPERS, SINGLE DRIVE
1005-1906	**BEV COOLING, MANIFOLD CIRCUIT**	COOLING ASSY- MANIFOLD CIRCUIT LNT BEV
1006-1299	**BEV MOTOR MOUNTING**	MOTOR MTG ASSY- 4 DEG, DIRECT DRIVE, LNT, BEV
1802-0076	**CAB MOUNTING**	CAB MOUNTING - LET2 STANDARD CAB
9999-CUSTOM-83075	**FRAME - FUEL TANK MTG, DROP FRAME**	NO OPTION - FUEL TANK MTG, DROP FRAME
2100-3420	**ELECTRICAL, BASE, CHASSIS**	ELECTRICAL, BASE CHASSIS, 500K, AUTOCRAFT, BEV
1908-0096	**AIR PIPING, REAR AXLE**	AIR PIPING, SINGLE AXLE - 2-SPEED, REYCO SUSP
9999-CUSTOM-139490	**REAR BUMP BLOCKS**	NO OPTION - BUMP BLOCKS
1402-0640	**POWER STEERING RESERVOIR**	POWER STEERING, 4 QT, COULOMB PS PUMP, LNT BEV
1401-0336	**STEERING COLUMN CHASSIS (LH)**	STRG COLUMN ASSY - LNT, LHD, TILT, W/CRUISE, 16" WHEEL
9999-CUSTOM-139406	**STEERING COLUMN CHASSIS (RH)**	NO OPTION - RH STEERING, CHASSIS
1400-0714	**STEERING GEAR**	STEERING GEAR, XD-120, LH DRIVE, STANDARD CAB, LET2
9999-CUSTOM-83008	**GAUGES - MISC OPTIONS**	NO OPTION - MISC GAUGES, CHASSIS
1000A-0002	**MOTOR OIL PAN, BEV**	MOTOR ASSEMBLY, CASCADIA OIL PAN
2101-0666	**BEV LOWER POWER SLED**	LOWER POWER SKID, 240 KWH, CATL, BEV
2100-3421	**ELECTRICAL, BEV LOW VOLAGE, POWER SLED**	ELECTRICAL LOWER POWR SLED, LOW VOLTAGE HARNESS, BEV
2100-3443	**ELECTRICAL, BEV EPTO HV JUNCTION BOX**	ELECTRICAL ASSY, BEV HV COMPONENT CABLES, NO EPTO

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

CHASSIS		DESCRIPTION
2100-3438	**ELECTRICAL, BEV CHARGING INLET**	ELECTRICAL, CHARGING INLET, BEV
2100-3440	**ELECTRICAL, BEV LV POWER FEED**	ELECTRICAL ASSY - LV CABLES, BEV
2100-3439	**ELECTRICAL, BEV CHARGER JUNCTION BOX**	ELCTRICAL, CHARGER JUNCTION BOX, BEV
2500-0128	**BATTERY COOLANT PLUMBING, BEV**	PIPING, BATTERY COOLANT CIRCUIT, BEV
2500-0129	**COOLANT PIPING, CAB HEATER, BEV**	PIPING, CAB COOLANT CIRCUIT, BEV
2500-0130	**BULKHEAD PLATE, BEV**	PIPIN, BULK HEAD PLATE, BEV
2501-1556	**PIPING, MOTOR OIL COOLING, BEV**	PIPING, MOTOR OIL COOLING, BEV
1503-3002	**FRAME MODIF, CENTER BEARING DRILLING**	FRAME MODIFICATION, CENTER BEARING DRILLING 1503-3002
9999-CUSTOM-142262	**FRAME MODIF, REAR BUMPER ASSY**	NO OPTION - FRAME MOD REAR BUMPER

MODEL		DESCRIPTION
9999-CUSTOM-140230	**SOURCEWELL**	NON-SOURCEWELL
9999-CUSTOM-140179	**FUEL TYPE**	BEV (ELECTRIC)
9999-CUSTOM-140312	**BODY APPLICATION**	CURBTENDER, RL, QUANTUM MD, 11 CY, BEV
9999-CUSTOM-83335	**PRODUCT AVAILABILITY**	ORDER MAJOR COMPONENTS - LEAD TIME / AVAILABILITY
9999-CUSTOM-83098	**CARB/EPA**	CARB / EPA - CLEAN IDLE COMPLIANT
9999-CUSTOM-83019	**FRAME - WHEELBASE**	140 WHEELBASE
9999-CUSTOM-83058	**FRAME SILLS**	SINGLE SILL
9999-CUSTOM-83532	**CAB STYLE**	LNT CREW CAB WITH EXTERIOR SUNVISOR
9999-CUSTOM-83534	**CAB / DOORS**	LNT CREW CAB, W/VISOR, LH ELECTRIC ROLL-UP / RH ELECTRIC ROLL-UP DOORS
9999-CUSTOM-82491	**DRIVE TYPE**	LH DRIVE
1000A-0001	**BEV MOTOR**	ELECTRIC MOTOR, CASCADIA, HVH410-150, 442 HP @ 1700 RPM, 1476 LB-FT TORQUE (0 TO 1700 RPM)
1007-1219	**BEV TRANSMISSION**	DIRECT DRIVE, SPL-140, OIL COOLED, BEV
9999-CUSTOM-83068	**REAR SUSPENSION MODEL**	REYCO 102CC - REYCO SPRING SUSPENSION

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

MODEL		DESCRIPTION
9999-CUSTOM-83048	**REAR DRIVE AXLE MODEL**	23082T - REAR DRIVE AXLE 23,000
1200A-0420	**REAR DRIVE AXLE**	REAR AXLE, 23082T, 6.17/8.40, BENDIX AIR DISC BRAKES, REYCO, SPL-140, LET2/LNT
1201-1254	**REAR SUSPENSION**	REAR SUSPENSION, REYCO 102CC 21K, 3 DEG, 23082T
9999-CUSTOM-83323	**PUSHER AXLE**	NO OPTION - PUSHER AXLE
1500-5630	**FRAME**	FRAME ASSEMBLY, 140" WB, REYCO 102CC, 10.25" SINGLE SILL, LNT BEV
2102-0132	**ABS SYSTEM**	ABS SYSTEM, BENDIX 4S/4M, 500K BAUD

OPTIONS, CAB		DESCRIPTION
1803-0087-CAB	**CAB - DOOR (LH)**	STANDARD DOOR, LH, ELECTRIC ROLL UP
1804-0086-CAB	**CAB - DOOR (RH)**	STANDARD DOOR, RH, ELECTRIC ROLL UP
9999-CUSTOM-82515	**CAB - DOOR SAFETY BELT**	NO OPTION - DOOR SAFETY STRAP
9999-CUSTOM-82532	**CAB - FLOOR GRATING (LH)**	NO OPTION - LH FLOOR GRATE
9999-CUSTOM-82533	**CAB - FLOOR GRATING (RH)**	NO OPTION - RH FLOOR GRATE
1806-1332-CAB	**CAB - MIRROR (LH)**	WEST COAST MIRROR, LH STANDARD DOOR, 16 X 7 HEATED
1808-0120-CAB	**CAB - MIRROR (RH)**	WEST COAST MIRROR, RH STANDARD DOOR, 16 X 7 HEATED
1806-1292-CAB	**CAB - MIRROR, SPOT**	MIRROR, SPOT - (1) LH / (1) RH, BOTTOM MIRROR ARMS, 8" ROUND, SS, HEATED
9999-CUSTOM-82673	**CAB - MIRROR, LH LOOK DOWN**	NO OPTION - LH LOOK DOWN MIRROR
9999-CUSTOM-82674	**CAB - MIRROR, RH LOOK DOWN**	NO OPTION - RH LOOK DOWN MIRROR
1401-0336-CAB	**STEERING COLUMN CAB (LH)**	STRG COLUMN ASSY - LNT, LHD, TILT, W/CRUISE, 16" WHEEL
9999-CUSTOM-139404	**STEERING COLUMN CAB (RH)**	NO OPTION - RH STEERING, CAB
9999-CUSTOM-82609	**RADIO OPTION - AM/FM/BLUETOOTH/HANDS FREE**	RADIO - MOUNTED ON LH SIDE CAB, AM/FM/MP3/USB/BLUETOOTH/HANDS FREE
2003-0604-CAB	**HVAC - CAB**	HVAC, BEV A/C, COULOMB COMPRESSOR/WATER HEATER, LNT BEV
2003-0369-CAB	**CAB - DEFROST FANS**	CAB DEFROST FANS, 2-SPD, DUAL FANS, LH & RH OVERHEAD CONSOLE

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

OPTIONS, CAB		DESCRIPTION
2100-3404-CAB	**CAB, ELECTRICAL - IGNITION**	CAB, IGNITION (2) KEYS D250, STD/BI-FOLD DOOR C250
2202-0070-CAB	**CAB - DASH/INSTRUMENTATION**	DIGITAL DASH, LH DRIVE, 8" SAMSUNG DISPLAY, MPH/KPH, 500K STEEL, BEV, LNT
2100-3436-CAB	**CAB, ADAS**	ELECTRICAL, CAB, MOBILE EYE ADAS
9999-CUSTOM-83060	**CAB - INTERAXLE BUZZER/ALARM**	NO OPTION - INTERAXLE BUZZER, CAB
9999-CUSTOM-82517	**CAB - FLASHER OPTIONS**	NO OPTION - FLASHERS
9999-CUSTOM-82522	**CAB - 12V POWER OPTIONS**	NO OPTION - 12V POWER OPTIONS
1907-0466-CAB	**CAB - AIR PIPING**	CAB AIR PIPING, LHD ONLY, RH SIT-DOWN, LNT
9999-CUSTOM-82498	**CAB - FIRE EXTINGUISHER**	NO OPTION - FIRE EXTINGUISHER
9999-CUSTOM-82508	**CAB - FIRST AID KIT**	NO OPTION - FIRST AID KIT
9999-CUSTOM-82507	**CAB - TRIANGLE KIT**	NO OPTION - TRIANGLE KIT
1810-0061-CAB	**CAB GRILLE**	BATTLE GRILLE, SMOOTH FLAT BLACK

OPTIONS, CAB SEATS		DESCRIPTION
9999-CUSTOM-82616	**CAB - SEAT MATERIAL**	SEAT - ASPHALT CLOTH
2001-0518-CAB	**CAB - SEATS (LH)**	SEAT AIR RIDE, SEARS C2, ASPHALT CLOTH, LH, LNT
2011-0300-CAB	**CAB - SEATS (RH)**	SEAT ASSY RH; SEARS C2 AIR RIDE FIXED LUMBAR, ASPHALT CONFETTI, LNT
2011-0299-CAB	**CAB - SEAT (CENTER BENCH)**	SEAT CENTER BENCH ONLY, 1-MAN BENCH, ASPHALT CONFETTI, LNT
2000-4771-CAB	**CAB - SEAT BELTS (LH)**	SEAT BELT, BLACK, LH SIDE, AIR RIDE SEAT, LET2
2000-4856-CAB	**CAB - SEAT BELTS (RH)**	SEAT BELT, BLACK, RH SIDE, AIR RIDE SEAT, LET2
9999-CUSTOM-82808	**CAB - SEAT (LH), RH ARMREST**	NO OPTION - RH ARMREST, LH SEAT
9999-CUSTOM-82809	**CAB - SEAT (RH), LH ARMREST**	NO OPTION - LH ARMREST, RH SEAT

OPTIONS, CHASSIS		DESCRIPTION
1100A-0052	**FRONT STEER AXLE**	FRONT STEER AXLE, D2000F, STD TRACK, 20" CMBR, ALL WB'S, AIR DISC BRAKES

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

OPTIONS, CHASSIS		DESCRIPTION
1101-0654	**FRONT SUSPENSION**	FRONT SUSPENSION ASSY, CAST HANGERS, 20K, (4) TAPER LEAF, STD SHOCKS, 10.25" SILLS, LNT
2000-4798	**LUBE, REAR DRIVE AXLE**	REAR AXLE LUBE, GEAR OIL 85W-140 FOR 23082T
9999-CUSTOM-83005	**ELECTRICAL, AXLE DIFF LOCK CONTROLS**	NO OPTION - AXLE DIFF LOCK CONTROLS, CHASSIS
2101-0675	**BEV UPPER BATTERY RACK**	BEV BATTERY UPPER RACK, ALUMINUM BLACK COVERS, 240KWH, CATL, BEV
9999-CUSTOM-139559	**BEV EPTO**	NO OPTION - BEV EPTO
2101-0645	**BATTERY BOX**	BATTERY BOX, (3) 950 CCA BATTERIES, W/ DISCONNECT SWITCH, PLASTIC COVER
1503-2281	**BATTERY BOX SPACERS**	BATTERY BOX SPACERS, LOWERS 8.5" BELOW TOP OF FRAME
9999-CUSTOM-83002	**ELECTRICAL, BATTERY DCS INDICATOR LIGHT**	NO OPTION - BATTERY DCS LIGHTING
2000-4854	**ELECTRICAL, BATTERY CABLES**	BATTERY / POWER FEED CABLES, BEV, LH 32/44
2502-0802	**AIR DRYER**	AIR DRYER, BENDIX, AD9EP, LH FRONT/RH REAR/RH INSIDE SILL FRONT
1910-0530	**AIR PIPING, AIR DRYER**	AIR PIPING, 3.7KW COLUMB COMP AD9EP/AD-IP, LH STA. 68/FRT, LNT BEV
2502-0827-CAB	**AUTO NEUTRAL**	PARK BRAKE AUTO NEUTRAL
1502-0644	**FRONT BUMPER**	BUMPER ASSEMBLY - FORMED, HENDRICKSON, STEEL, PC BLACK, LNT
9999-CUSTOM-142046	**REAR BUMPER**	NO OPTION - REAR BUMPER
1801-0619	**FENDERS, FRONT**	FENDER, FRONT - LNT, BATTLE, BLACK PLASTIC, WIDE
1600-5213	**PROPSHAFT**	PROPSHAFT, 140"WB, EM/DD, REYCO,S26-S30, SPL140, LNT BEV
1503-2885	**AIR PIPING, FRAME SUPPORTS**	FRAME AIR PIPING SUPPORTS, <190" WB, SINGLE AXLE, SINGLE SILLS
1906-0859	**AIR PIPING, FRAME**	FRAME AIR PIPING; (3) STEEL AIR TANKS IN FRAME, W/ CENTRALIZED DRAINS, LNT BEV
9999-CUSTOM-83325	**AIR PIPING, PUSHER/TAG AXLE**	NO OPTION - PUSHER/TAG AXLE AIR PIPING
1904-0073	**AIR PIPING, OPTIONAL AUTOMATIC DRAIN VALVES**	BENDIX DV-2 HEATED @ WET TANK ONLY
9999-CUSTOM-82670	**AIR PIPING, OPTIONAL MANUAL DRAIN VALVES**	NO OPTION - MANUAL DRAIN VALVES
9999-CUSTOM-82501	**AIR PIPING, OPTIONAL CHARGE VALVE**	NO OPTION - CHARGE VALVE
2000-4582	**AIR HORN, CHASSIS**	AIR HORN, DUAL TONE, UNDER CAB
2000-2215	**BACK-UP ALARM**	BACK-UP ALARM, ECCO 575, 107DB

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TECHNICAL SPECIFICATIONS *(CONT.)*

P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

OPTIONS, CHASSIS		DESCRIPTION
9999-CUSTOM-139179	**RETAINER CABLES**	NO OPTION-RETAINER CABLES
2104-0117	**ELECTRICAL, DRIVE AWAY KIT**	BODY STD TAILBOARD HARNESS ONLY
9999-CUSTOM-139184	**WHEEL TORQUE INDICATORS**	NO OPTION - WHEEL TORQUE INDICATORS
2501-1558	**OIL PIPING, CAB TILT**	PIPING ASSY - CAB TILT, ELECTRIC TILT PUMP, LNT BEV
1005-1905	**BEV COOLING, SYSTEM**	COOLING ASSY- EMP E-FAN COOLING SYS 2, LET2/LNT BEV
9999-CUSTOM-142003	**ELECTRICAL, HIGH VOLTAGE, POWER SLED**	NO OPTION - POWER SLED, HIGH VOLTALGE HARNESS, BEV
9999-CUSTOM-140335	**BEV SKID PLATE**	NO OPTION - MOTOR SKID PLATE BEV
9999-CUSTOM-140340	**TRACTOR PROTECTION VALVE**	NO OPTION - TRACTOR PROTECTION VALVE

PAINT		DESCRIPTION
356-0322	**PAINT, CAB**	PAINT, CAB, STANDARD WHITE, G2-3460715-A
9999-CUSTOM-140265	**PAINT, CAB VISOR**	NO OPTION - CAB VISOR SAME COLOR AS CAB
9999-CUSTOM-83308	**PAINT, CAB STRIPES**	NO OPTION - CAB STRIPES
9999-CUSTOM-83309	**PAINT, CLEAR COAT**	NO OPTION - CAB CLEAR COAT
356-0323	**PAINT, CHASSIS**	PAINT, CHASSIS, STANDARD BLACK, G2-2B1738
356-0329	**PAINT, BUMPER**	PAINT, BUMPER - STANDARD BLACK, G2-2B1738

TIRES / WHEELS		DESCRIPTION
2-519-4687-0140	**TIRES/WHEELS - FRONT STEER AXLE**	TOYO M153, 315/80R22.5, 20/L, ACCURIDE, ALUMINUM, XTRA POLISH FINISH, 7.00" OUTSET
4-519-2863-0141	**TIRES/WHEELS - DRIVE AXLE**	TOYO M170, 11R22.5, 16/H, ACCURIDE, ALUMINUM, XTRA POLISH FINISH
9999-CUSTOM-83539	**TIRES/WHEELS - PUSHER AXLE**	NO OPTION - PUSHER TIRES/WHEELS

WARRANTY		DESCRIPTION
306A-0010	**WARRANTY, CHASSIS**	WARRANTY, BEV CHASSIS, STANDARD 1 YEAR CHASSIS/5 YEAR EV
306A-0022	**WARRANTY, DRIVE AXLE**	WARRANTY, DANA, STANDARD 2 YEAR

Attachment: Curbtender Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

TECHNICAL SPECIFICATIONS *(CONT.)*

P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

VEHICLE SPECIFICATION SUMMARY	UNIT	DESCRIPTION
MODEL		SALES LNT BEV
TRANSMISSION		DIRECT DRIVE, SPL-140, OIL COOLED, BEV

Attachment: Curbtender Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

PRICING SUMMARY

P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

DESCRIPTION	PRICE
BASE MSRP	$439,159
DESTINATION	$3,921
DEALER MSRP	$443,080
BODY PACKAGE - CURBTENDER EV 11 CY REAR LOADER, P1000252	$89,291
TOTAL	$532,371
DISCOUNT	$-81,953
WARRANTIES & OPTIONS	
NO OPTION - BEV WALL CHARGER	$0
NON-SOURCEWELL	$0
WARRANTY, BEV CHASSIS, STANDARD 1 YEAR CHASSIS/5 YEAR EV	$1,882
WARRANTY, DANA, STANDARD 2 YEAR	$0
SUBTOTAL	$1,882
TOTAL SELLING PRICE (PER UNIT)	$452,300

Attachment: Curbtender Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

PRICING SUMMARY *(CONT.)*

P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

TOTAL SELLING PRICE (PER UNIT)	$452,300

CUSTOMER	BOSTON FREIGHTLINER
DATE	DATE

Attachment: Curbtender Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

GVWR

P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

AXLE POSITION	AXLE MODEL	AXLE/SUSP RATING (LBS)	SINGLE OR DUAL	WHEEL SIZE AND RATING (SIZE / LOAD @ PRESSURE)	TIRE SIZE AND RATING** (SIZE / LOAD @ PRESSURE / SPEED)	GAWR (LOAD @ PRESSURE / SPEED)
FRONT	D2000F	20,000	S	22.5 X 9.00 / 10,000 @ 130	315/80R22.5L/20 / 10,000 @ 130 / 68	20,000 @ 130 / 68
1ST INTERMEDIATE						
2ND INTERMEDIATE						
3RD INTERMEDIATE						
LAST	23082T	23,000	D	22.5 X 8.25 / 7,400 @ 131	11R22.5H/16 / 6,005 @ 120 / 75	23,000 @ 120 / 75

DRIVETRAIN GVWR (LBS)	43,000
ENGINE APPLICATION GVWR (LBS)	66,000
TRANSMISSION APPLICATION GVWR (LBS)	33,000
TRUCK GVWR (LBS)	33,000

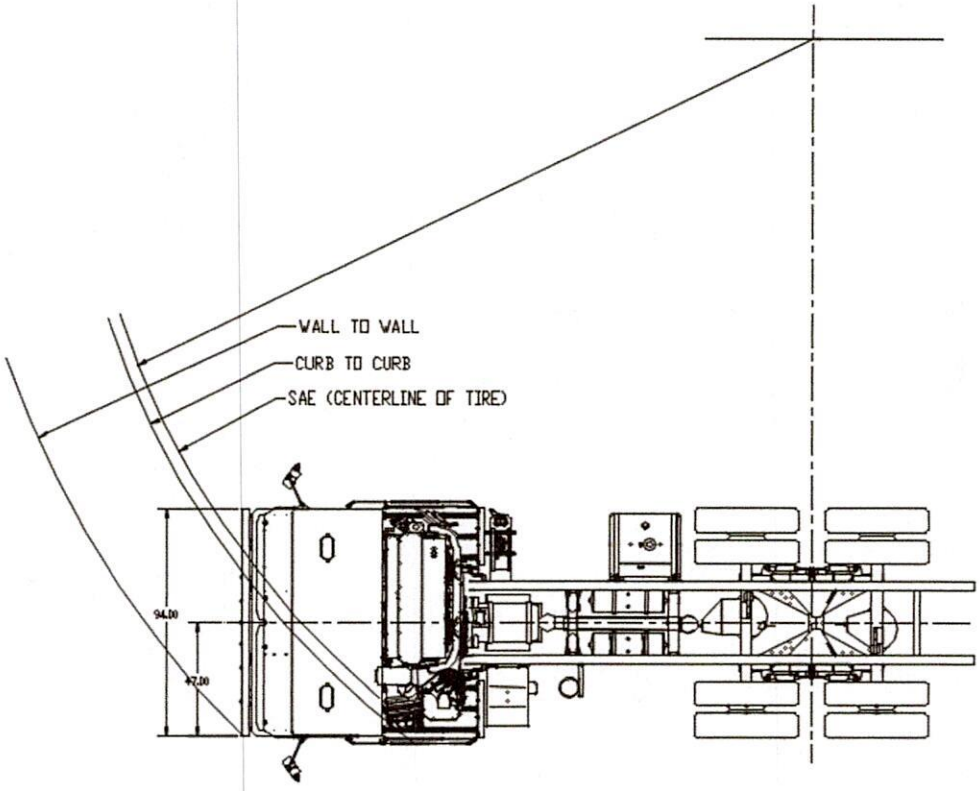
Attachment: Curbtender Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

BATTLE MOTORS

COMPONENT LOCATIONS

P1000252-256 BR BEV LNT 11YD CURBTENDER RL DD PROPOSAL

COMPONENT	LOCATION
AIR DRYER	LH STA. 68 / FRONT
AIR TANKS	92/110
BATTERY CABLES	LH STA. 32/44



ESTIMATED VEHICLE WEIGHT DISTRIBUTION (LBS) - FULLY WET WITH 200# DRIVER (+/- 5%)

FRONT AXLE GROUND LOAD (LBS)	8,972.04
REAR AXLE GROUND LOAD (LBS)	3,454.96
TOTAL VEHICLE WEIGHT (LBS)	12,427.00

ESTIMATED VEHICLE TURNABILITY - TURN RADIUS (FEET) (+/- 5%)

SAE - TIRE CENTERLINE TO TIRE CENTERLINE (FT)	27.80
CURB-TO-CURB (FT)	28.84
WALL-TO-WALL (FT)	30.48

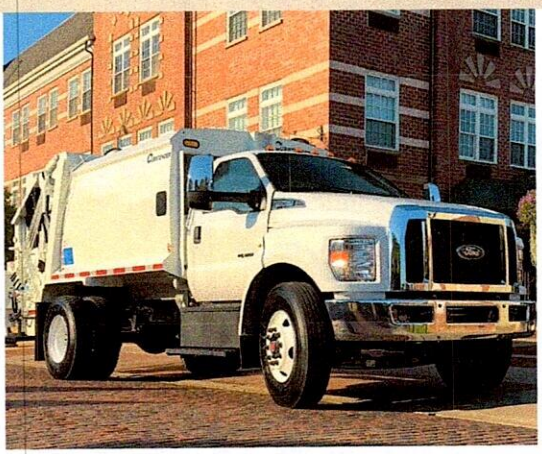
Attachment: Curbtender Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

QUANTUM MD



America's Favorite Small Rear Load
Residential and Medium Duty







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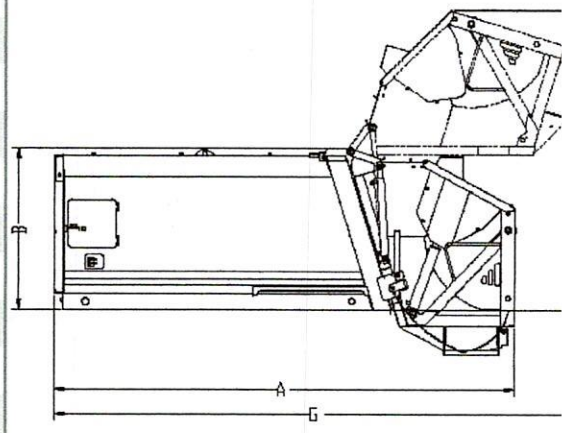
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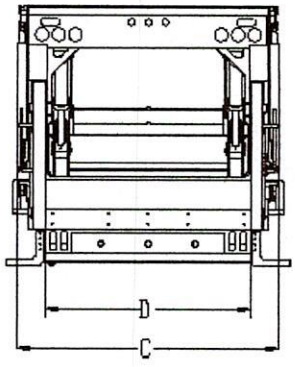
QUANTUM MD

REAR LOADER

BODY SPECIFICATIONS

Body Capacity	11yd³	13yd³
A. Body Length	191"	209"
B. Height Of Body Above Chassis	74"	74"
C. Body Width	94"	94"
D. Hopper Opening Width	74"	74"
E. Loading Sill Below Chassis Frame	0"	0"
F. Hopper Opening Height	58"	58"
F. Height Of Tailgate Above Chassis Frame (Tailgate Raised)	191"	191"
G. Length Of Body (Tailgate Raised)	221"	239"
CA. Cab To Axle Minimum	108"	126"
CF. Minimum Usable Cab To End Of Frame	140"	158"
Hopper Capacity	1.75yd³	1.75yd³
Dynamic Hopper Capacity (yd³/minute)	7yd³	7yd³
Body Weight	8,400 LBS.	8,750 LBS.





MINIMUM CHASSIS REQUIREMENTS

Minimum GVWR	29,000 LBS.*	33,000 LBS.
Front Axle	10,000 LBS.	10,000 LBS.
Rear Axle	19,000 LBS.	23,000 LBS.
Required Frame Height	38" – 40"	38" – 40"
Chassis Frame Height	36" – 39"	36" – 39"210"

*11yd Quantum can be configured for under CDL with a 26,000 LBS. min. GVWR (10,000 LBS. front axle & 16,000 LBS. rear axle). However, this configuration reduces the allowed LBS./yd³ by 30% to remain at or below min. GVWR.

Body Construction

- Body Sides: 11 Gauge GR50
- Body Roof: 11 Gauge GR50
- Body Floor: 11 Gauge GR50
- Ejection Panel: 11 Gauge GR50
- Sweep Face: 3/16 GR100
- Tailgate Side Wall: 11 Gauge GR50 Upper, 7 Gauge GR50 Lower
- Tailgate Floor: 3/16 AR400

Features

- High Strength Curved Shell Body
- Patented Packing Mechanism
- Rear Fenders Standard
- Curved Floor Provides Liquid Sump
- Low Body Height
- Easy to Maintain
- Pack Cycle Time of 15 Seconds

Hydraulics

- Oil Reservoir: 25 Gal. (94.6 Liters)
- Oil Flow w/ Standard Pump: 25 GPM
- Operating Pressure: 3,000 PSI
- Engine RPM: 1,300 RPM
- Hose Burst Ratio: 4 to 1
- Return Filter: 10 Micron
- Pack Cylinders: 4.0"
- Sweep Cylinders: 4.0"
- Eject Cylinders
  - 11yd³: 4.5", 2 Stage Telescopic
  - 13yd³: 5.0", 3 Stage Telescopic
- Tailgate Lift: 3"

Optional Features

- Container Roll Bar with Lip-and-Latch
- Container Lip-And-Latch with 8,0 LBS. Drum Winch
- Single & Dual Tipper(s)
- Cart Tipper Tap-In-Kits
- Work Lights
- Strobe Lights
- Broom and Shovel Holder
- Rear View Color Camera System

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Attachment: Curbtender Quote_0001 (APPRO-2023-26 : An Appropriation from Free Cash for the City Share of Grant Funded EV and

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

Date: April 24, 2023

To: Mayor Paul Brodeur

From: Elena Proakis Ellis, Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
James Troup, Deputy Director Admin & Finance
Martha Grover, Sustainability Manager

Subject: DERA Grant Match Component Free Cash Request

In August 2022, Melrose DPW, working with Sustainability Manager Martha Grover, submitted an application to the Massachusetts Department of Environmental Protection for a Diesel Emissions Reduction Act (DERA) grant. These grants provide up to 45% of the cost of heavy duty electric vehicles and the associated charging infrastructure. In February 2023, we were informed that the City was awarded $268,000 from this grant program. A separate Order requests the acceptance of this grant. This memo describes the associated free cash request to fund the City's portion of the project costs.

We are hereby requesting the allocation of $481,600 of free cash to fund the City's portion of the purchase of one electric refuse truck and the infrastructure upgrades and equipment necessary to have a Level 3 charging station at the DPW City Yard.

Melrose Electric Vehicle First Policy
Shortly after adopting the Melrose Net Zero Action Plan in April 2022, the City put in place an Electric Vehicle First Fleet Policy which requires that we replace our existing fleet vehicles with electric vehicles when it is feasible and cost effective. Melrose receives support for fleet electrification initiatives from National Grid's Fleet Advisory Services Program (FASP) consultants who provide ongoing advice and analysis. In addition, the City coordinates closely with National Grid on infrastructure planning and installations related to electric vehicle charging. Our FASP program partners identified our smaller refuse truck (Truck #18) as cost-effective for replacement with a full electric option. This is a great opportunity for Melrose to lead by example, and we are excited to present this project to the City Council for funding consideration.

Attachment: DERA Grant City Match Free Cash Request Memo [Revision 1] (APPRO-2023-26 : An Appropriation from Free Cash for the City

Electric Refuse Truck
Melrose DPW currently has two diesel refuse trucks – one standard size (Truck #26) and one smaller (approximately 13 yard) truck (#18). The larger Truck #26 is used predominately for seasonal curbside yard waste collection, while Truck #18 is used for collection of the following items:

- Solid waste from approximately 100 barrels on municipal properties, three days/week
- Solid waste from select municipal barrels seasonally on Sunday mornings to divert heavy weekend loads from the barrels
- Residential metal goods on Tuesdays
- School dumpsters on approximately a daily basis
- Residential solid waste from a handful of neighborhoods on dead ends or other streets that are difficult for our contracted vendor to access

After evaluating options, the DPW determined it was most advantageous for the City to replace Truck #18 at this time, given its extensive use for a myriad of services and its need for costly repairs in recent years. Truck #18 is a 2010 International with over 130,000 miles. The DERA grant requires for a vehicle to have three years of useful life remaining and requires for the vehicle to be taken off the road when the replacement EV begins to be used. We are able to achieve both of these requirements with Truck #18.

Attached to this memo are quotes for four different Class 7 (33,000 gross vehicle weight rating) EV trucks with refuse bodies of a comparable size to Truck 18. These quotes range from $452,000 to $498,500. All of the proposed trucks are from known, trusted manufacturers, along with four different refuse bodies. The DPW decided early on that we would only consider companies who have been manufacturing comparable diesel trucks for many years, to ensure that the non-EV parts would be tested and accessible for repairs. The attached four quotes are for the following vehicles:

- Peterbilt EV with a Heil refuse body
- Crane Carrier EV with a Curbtender refuse body
- Crane Carrier EV with a Loadmaster refuse body
- Crane Carrier EV with a NewWay refuse body (most similar to the existing Truck #18 body)

The grant was awarded with the assumption of a $492,000 price for the truck. With the DERA grant covering 45% of the vehicle cost, this equates to $221,400 of grant funding, and a City match component of $270,600 for the truck.

In order to compare pricing, the City obtained a quote to purchase a diesel truck meeting the same specifications. The quote, also attached hereto, is for $298,000. Thus the purchase of the EV considering the grant component results in a savings to the City for the vehicle purchase of $27,400. These savings do not factor in the additional savings of operating an EV rather than paying for gas. Over the last 12 months, Truck #18 has used 1,716 gallons of diesel fuel.

Charging Infrastructure
The original grant submission was based on a cost proposal for Level 3 charging infrastructure for approximately $105,000. It was later determined that the electrical service at the City Yard does not have the capacity for this charging infrastructure and would require an upgrade. The new quote to

Attachment: DERA Grant City Match Free Cash Request Memo [Revision 1] (APPRO-2023-26 : An Appropriation from Free Cash for the City

bring in a new electrical service from the street, and furnish and install both the associated transformer and the Level 3 charging station, is approximately $311,000.

Given the City's EV-first vehicle policy, charging will be required at the City Yard in order to manage an increasing number of EVs. We presently have two EV Ford Focuses, and we have one Ford Lightning pickup truck on order. The two existing EVs charge in an outlet on the front of the Administration Building which only has the capacity to charge one of the two cars at a time. With the future arrival of the Ford Lightning, the need for better charging infrastructure is imminent. This project affords the City the opportunity to take advantage of a combination of the DERA grant and National Grid incentives to install Level 3 charging. The DERA grant portion of the costs is $46,600. National Grid incentives account for another $60,000 per port for the infrastructure to power the charging station and an additional $40,000 per port for the charging station equipment. We are awaiting confirmation from National Grid whether the DERA-funded portion would be subtracted by National Grid before the incentive is provided, which would result in a National Grid incentive of $53,400. This has been assumed herein to arrive at a conservative City match estimate. This leaves a City-funded portion of the charging infrastructure of $211,000.

Note that the charging infrastructure may also be eligible for additional tax credits, which may fund up to 30% of the cost. Furthermore, National Grid has indicated that each additional port would result in another $100,000 of incentive payments. It is possible that the cost of an additional port may be less than $100,000, so we may opt to add ports to bring the total costs down while providing additional benefits. These details would be worked out in the coming months, so the costs shown here are presented to conservatively reflect the high end of the City's share.

Summary
The total project costs are summarized as follows:

	Total Cost	**City Portion**	**DERA Portion**	**NGRID Incentives**
Electric Refuse Truck	$492,000	$270,600	$221,400	N/A
Electrical Service and Charging Infrastructure	$311,000	$211,000	$46,600	$53,400*
Grand Total	**$803,000**	**$481,600**	**$268,000**	**$53,400***

*Could be $100,000 if National Grid does not subtract out the DERA-funded portion of the charging infrastructure

If the level of conservativism in these estimates ultimately results in cost savings compared to the free cash allocation, any remaining free cash will be put toward additional charging ports.

We respectfully request your consideration of a free cash allocation of $481,600 to allow us to proceed with this important initiative to meet both our current and future fleet electrification and Net Zero goals.

Attachment: DERA Grant City Match Free Cash Request Memo [Revision 1] (APPRO-2023-26 : An Appropriation from Free Cash for the City

CITY OF MELROSE Human Resources Department

Polina Latta
Director
Platta@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
(P) 781-979-4146
(F) 781-979-4246

To: President Grigoraitis
Melrose City Council

From: Polina Latta, HR Director

Re: Transfer of Funds to Worker's Comp

Date: April 25, 2023

The Human Resources Department is requesting a transfer of funds from Free Cash, account number 01-324001, in the amount of One Hundred Thousand Dollars ($100,000) to the various accounts in the Workers Compensation budget (#912) as set forth herein:

019122-543100:	$30,000 WC Medicals
019122-543101:	$10,000 WC Expenses
019122-543102:	$60,000 WC Benefits

Of this amount, $60,000 are required to indemnify current recipients of WC benefits through the end of the fiscal year. The City of Melrose currently has three long term and three short term recipients of benefits. $17,000 is required for upcoming medical invoices.

The remainder of the funds will be used for any unexpected WC cost that the City may incur between now and the end of the fiscal year.

If I can answer any additional questions about this order, please do not hesitate to contact me.

Thank you for your consideration.

Attachment: Transfer to WC (APPRO-2023-27 : An Appropriation from Free Cash to Workers Comp)

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING FORM

CONTRACTOR LEGAL NAME: CITY OF MELROSE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192115

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: ***Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.***

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Paul Brodeur	Mayor
Elena Proakis Ellis	Director of Public Works
James Troup	Asst DPW Director - Admin + Finance

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature _____ Date: 4/28/2022

Title: Mayor Telephone: 781-979-4440

Fax: — Email: pbrodeur@cityofmelrose.org

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Attachment: City of Melrose CASL Paul Brodeur (GRANT-2023-11 : Acceptance of Massachusetts Department of Environmental Protection

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May 2004

CONTRACTOR LEGAL NAME : CITY OF MELROSE
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192115

PROOF OF AUTHENTICATION OF SIGNATURE

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Paul Brodeur

Title: Mayor

X _____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Kelly Cogavin (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

April 28, 2022.

Kelly B. Cogavin
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
September 9, 2027

My commission expires on: September 9, 2027

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL

Attachment: City of Melrose CASL Paul Brodeur (GRANT-2023-11 : Acceptance of Massachusetts Department of Environmental Protection

COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. *Contract Effective Start Date.* Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. *Payments And Compensation.* The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. *Contractor Payment Mechanism.* All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. *Contract Termination Or Suspension.* A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. *Written Notice.* Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. *Confidentiality.* The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. *Record-keeping And Retention, Inspection Of Records.* The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. *Assignment.* The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. *Subcontracting By Contractor.* Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. *Affirmative Action, Non-Discrimination In Hiring And Employment.* The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,

Attachment: Commonwealth Terms And Conditions (GRANT-2023-11 : Acceptance of Massachusetts Department of Environmental Protection

COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. *Indemnification.* Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. *Waivers.* Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. *Risk Of Loss.* The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. *Forum, Choice of Law And Mediation.* Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. *Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.* Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

Attachment: Commonwealth Terms And Conditions (GRANT-2023-11 : Acceptance of Massachusetts Department of Environmental Protection

Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection
100 Cambridge Street 9th Floor Boston, MA 02114 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Bethany A. Card
Secretary

Martin Suuberg
Commissioner

Attachment: DERA ES 2022 Approval Letter_Melrose (GRANT-2023-11 : Acceptance of Massachusetts Department of Environmental

1/4/23

Martha Grover
72 Tremont Street
Melrose, MA 02176

Dear Martha Grover,

The Commonwealth of Massachusetts is pleased to announce that the City of Melrose has been awarded a grant of $268,084.35 to purchase and install one electric rubbish packer and charging station under the Massachusetts Diesel Emissions Reduction Act (DERA) Electric Solicitation. The new electric rubbish packer will replace the refuse truck you are agreeing to scrap, which is listed in Attachment A to the *End User Agreement.*

To accept this grant, you must return the attached contract documents that require signatures within **15** business days of receipt. The Grantee is authorized to proceed with ordering of the vehicles/engines/equipment with the receipt of this approval letter, but no funds are guaranteed until a MassDEP has signed the contract, see below for details. The contract documents include:

- *Commonwealth of Massachusetts - Standard Contract Form*, **to be signed** by an authorized signatory listed on the Contractor Authorized Signatory Listing.
- *Commonwealth Terms and Conditions*, no signature required.
- *Contractor Authorized Signatory* Listing that is currently on file with the Commonwealth. A blank *Contractor Authorized Signatory* Listing is also attached in case you need to update your signatories.
- *End User Agreement*, no signature required.

Please email scanned copies of documents requiring signature to cayla.paulding@mass.gov.

MassDEP will execute the *Commonwealth of Massachusetts - Standard Contract Form* and email you a scanned copy for your records.

You have until **September 30, 2023**, to complete this project. This includes the purchase and installation of the new electric rubbish packer and charging station, and the scrappage of the existing one. If you fail to scrap the replaced vehicle you will not be eligible to receive the grant funds.

You may request payment by completing and submitting the MassDEP-provided *Payment Request Form* and *Certificate of Vehicle Scrappage* and required attachments.

You may begin to move forward with your project by ordering equipment or hiring a contractor; however, no grant funding can be issued for equipment received or installation begun prior to the date of MassDEP's signature on the contract. Any work begun prior to the date of MassDEP's signature on the contract will be performed at your own risk.

The state's fiscal year (FY) begins on July 1st and ends on June 30th. Payment requests for any equipment that was delivered and/or installation work that occurred on or before June 30th must be submitted for payment no later than July 15th for payment to be processed - even if the entire project is not yet complete and the EV charging station is not yet operational.

No payment for equipment delivered or installation work completed through June 30 can be made if the payment request is received after July 15. All payments will be made directly to the grantee.

I want to congratulate City of Melrose for taking this important step towards improving air quality in Massachusetts and helping the Commonwealth achieve its ambitious climate goals.

If you have any questions regarding the awarded grant, please contact Cayla Paulding at cayla.paulding@mass.gov or Haidee Janak at haidee.janak@mass.gov.

Sincerely,



Christine Kirby
Assistant Commissioner
Bureau of Air and Waste

Attachments: *Commonwealth of Massachusetts - Standard Contract Form*
Commonwealth Terms and Conditions
Contractor Authorized Signatory Listing
End User Agreement

Attachment: DERA ES 2022 Approval Letter_Melrose (GRANT-2023-11 : Acceptance of Massachusetts Department of Environmental

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions and Contractor Certifications,** the **Commonwealth Terms and Conditions for Human and Social Services** or the **Commonwealth IT Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: CITY OF MELROSE (and d/b/a):		**COMMONWEALTH DEPARTMENT NAME: Department of Environmental Protection** **MMARS Department Code: EQE**	
Legal Address: (W-9, W-4): 562 MAIN ST, MELROSE, MA 02176-3142		**Business Mailing Address: 100 CAMBRIDGE STREET, BOSTON, MA 02114**	
Contract Manager:	**Phone:**	**Billing Address (if different):**	
E-Mail:	**Fax:**	**Contract Manager: Winifred Prendergast**	**Phone: (617) 292-5596**
Contractor Vendor Code: VC6000192116		**E-Mail: winifred.prendergast@mass.gov**	**Fax: N/A**
Vendor Code Address ID (e.g. "AD001"): AD___. **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s):** **RFR/Procurement or Other ID Number: GRANT**	

_X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
_X_ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): _X_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

_X_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$ 268,084.35**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _X_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

The MassDEP Diesel Emissions Reduction Act (DERA) Program offers funding to reduce diesel emissions and improve air quality in the Commonwealth.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_X_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of _____, 20___, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
__ 3. were incurred as of _____, 20___ , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2026,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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: Bawa Wavezwa _____.
Print Title: Dir. COM Fiscal Management Division _____.

Attachment: City of Melrose - DERA SCF (GRANT-2023-11 : Acceptance of Massachusetts Department of Environmental Protection DERA

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

James Troup
Assistant Director – Administration & Finance

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: jtroup@cityofmelrose.org

April 24, 2023

To: Paul Brodeur, Mayor
Margot Fleishman, Director of Strategic Initiatives and Communications
From: James Troup, DPW Deputy Director Administration and Finance
CC: Elena Proakis Ellis, DPW Director
Martha Grover, Sustainability Manager

RE: Massachusetts Diesel Emissions Reduction Act (DERA) Electric Solicitation Grant

The Department of Public Works eagerly anticipates the acceptance of the Massachusetts Diesel Emissions Reduction Act (DERA) Electric Solicitation Grant in the amount of $268,084.35. Since being informed of this award, a collaborative effort has been performed to identify a possible Electric Refuse Truck and the proper Charging Infrastructure. Once identified, the City share of this purchase will be requested for consideration and from a proper funding source. There is no financial obligation required to accept this Grant and the City may withdraw our application should it be determined that solutions are not feasible.

With the input from Sustainability Manager Martha Grover, Representatives from National Grid, and electric charging infrastructure providers, the City of Melrose DPW is confident that an electric refuse truck will possess the ability to continue to deliver expected services without compromise. The technology is proven in our environment and will endure the weather conditions typical of our Massachusetts climate. We are also excited to take the necessary steps to improve our infrastructure and to have the ability to evolve with increased electric vehicle charging capabilities.

Timing of this award is especially important as the City recently adopted an EV First Policy and as we move to electrify our fleet and expand our EV Charging Network. Accepting this opportunity is a tremendous next step in our evolution and significantly impacts the directions we may be able to go.

Thank you for your consideration and support of this matter. Feel welcome to contact us with any questions you may have.

Attachment: Grant Acceptance - DERA Grant (GRANT-2023-11 : Acceptance of Massachusetts Department of Environmental Protection DERA

§ 93-5. Special license required in certain cases.

A. No dog shall be kept for breeding purposes, nor shall more than three dogs be kept for any purpose, except such dogs as are under the age of six months, on any premises situated in the City unless a special license therefor shall have been obtained from the City Council.

B. Every special license referred to in Subsection A shall specify the premises on which dogs may be kept under its authority, shall remain in force until the 31st day of March next following and shall be expressly made revocable by vote of the City Council after hearing. No license to keep dogs on any premises in the City situated within 500 feet of any dwelling house shall be granted except after a public hearing, notice of the time and place of which shall be given, not less than seven days prior thereto, by publication in a newspaper published in the City and by mail to all owners and occupants of real estate abutting such premises or directly opposite such premises on any public or private way as they appear on the most recent tax list at the time the application for such license is filed.

Attachment: Article II section 93-5 (LIC-2023-16 : Special License - 4 dogs)

CITY OF MELROSE

OFFICE OF THE CITY CLERK

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115
Fax - (781) 979-4149

April 26, 2023

Ms. Annabelle M. Shields
206 Beech Avenue
Melrose, MA 02176

RE: 2023 Annual Dog Registration – special license

Dear Ms. Shields:

The city clerk's office received your 2023 application for dog registration for Chuck, Bandit, Yoda and Lucky along with their corresponding rabies certificates. I am writing to inform you of a provision in the General Code of the City of Melrose that you may not be aware of entitled *Article II, Dogs § 93-5 Special license required in certain cases* (enclosed for reference).

Since you are registering more than 3 dogs to be housed at one premises, this Ordinance requires you to obtain a special license from the City Council. Such license can only be granted after public hearing in front of the City Council, notice of which must be given seven days prior.

The clerk's office will provide the public hearing notice to the newspaper as well as the notice to the dwelling abutters (any premises within 500 feet of your residence). We will subsequently provide you with an invoice for these costs with supporting payment documentation.

It is anticipated that the City Council will review your application for a special license on Monday, May 1, 2023. Please let me know if you have any questions.

Sincerely,

Joanne Perperian

Joanne Perperian
Assistant City Clerk

Attachment: 4.26.23 Letter to 2023 applicant 206 Beech Avenue (LIC-2023-16 : Special License - 4 dogs)

CITY OF MELROSE

OFFICE OF THE CITY CLERK

CITY CLERK MELROSE, MA
2023 MAR 30 AM 11:33

ANNUAL DOG LICENSE REGISTRATION

Dogs six months or older are required by Massachusetts General Laws c.140 §137 to be licensed every year. In accordance with the City of Melrose Charter and Administrative Code *§93-9* any dog not timely licensed will be imposed a $15 late fee **effective March 16th**.

Register or renew online: www.cityofmelrose.org/dogs

To license your dog(s) by mail, please submit the following documents with the completed form below to the attention of the City Clerk's Office, Melrose City Hall, 562 Main Street, Melrose.

1. A copy of a valid rabies certificate
2. Fee(s) payable by check to the *City of Melrose*
   - Spayed/Neutered $20.00 *per dog*
   - Intact $23.00 *per dog*

Owner Name: Annabelle M. Shields

Address: *(Include Apt. #)* 206 Beech Ave

Phone Number:

Email Address:

	Dog #1	Dog #2	Dog #3
Name:	Chuck	Bandit	Yoda
Date of Birth:	2/22/2021	5/10/2021	2/7/2009
Gender:	Male	Male	Male
Breed:	Japanese Chin	Japanese Chin	Japanese Chin
Color:	White/Tan	Black/White	White
Rabies Expiration Date:	10/3/23	10/23/23	4/22/23
Neutered/Spayed:	(YES) NO	(YES) NO	(YES) NO

If you no longer own a previously licensed dog, please notify us at clerks@cityofmelrose.org. If you have questions, please contact the Melrose City Clerk's Office at 781-979-4113.

Attachment: Registration Form and Rabies Certificates 206 Beech Avenue (LIC-2023-16 : Special License - 4 dogs)

CITY OF MELROSE

OFFICE OF THE CITY CLERK

ANNUAL DOG LICENSE REGISTRATION

Dogs six months or older are required by Massachusetts General Laws c.140 §137 to be licensed every year. In accordance with the City of Melrose Charter and Administrative Code *§93-9* any dog not timely licensed will be imposed a $15 late fee **effective March 16th**.

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1. A copy of a valid rabies certificate
2. Fee(s) payable by check to the *City of Melrose*
   - Spayed/Neutered $20.00 *per dog*
   - Intact $23.00 *per dog*

Owner Name: Annabelle M Shields

Address: *(Include Apt. #)* 206 Beech Ave

Phone Number:

Email Address:

	Dog #1	Dog #2	Dog #3
Name:	Lucky		
Date of Birth:			
Gender:	Male		
Breed:	Bichon MIX		
Color:	BLACK TAN		
Rabies Expiration Date:			
Neutered/Spayed:	YES NO	YES NO	YES NO

If you no longer own a previously licensed dog, please notify us at clerks@cityofmelrose.org. If you have questions, please contact the Melrose City Clerk's Office at 781-979-4113.

Attachment: Registration Form and Rabies Certificates 206 Beech Avenue (LIC-2023-16 : Special License - 4 dogs)

Bond Vet Somerville
320 Foley Street, Somerville, MA 02145
(617) 302-8055
somerville@bondvet.com

Owner: Annabelle Shields
Phone:
Email:
Address: 206 Beech Ave
Melrose MA 02176

Certificate Of Rabies Vaccination

Date Of Rabies Vaccination: 11/16/22
Next Rabies Vaccination On: 11/16/25
Certification Duration: 3 Yr USDA Licensed Vaccine
Dose: Initial dose

Product Name: Zoetis Vanguard - Rabies Vaccine
Manufacturer: Zoetis
Tag Number: 0237
Batch Number: Not Listed
Batch Expiration Date: 2023-10-03

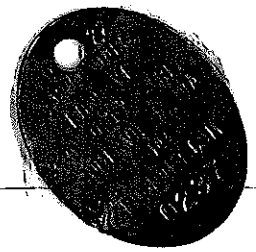
THIS IS TO CERTIFY THAT BOND VET SOMERVILLE HAS VACCINATED AGAINST RABIES FOR THE ANIMAL DESCRIBED BELOW.

PATIENT: Chuck
SPECIES: Canine
BREED: Japanese Chin
COLOR: Sable/White

MICROCHIP NUMBER: Not Listed
SEX: Male (Neutered)
WEIGHT: 3.4 Kg
AGE: 1 Year 8 Months

Signed:

Name: Dr. Lynne Arthur
License Number: 8681 MA
Date: 11/16/22



Attachment: Registration Form and Rabies Certificates 206 Beech Avenue (LIC-2023-16 : Special License - 4 dogs)

Melrose Animal Clinic, P.C.
26 Essex Street
Melrose, MA 02176
(781) 662-4888

Rabies Certificate

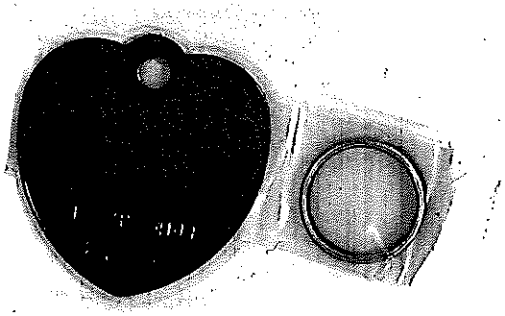
Client ID: 18750
Client Name: Annabelle Shields
Address: 206 Beech Ave.
Melrose, MA 02176
Phone:

Patient ID: 18750-6
Patient Name: Yoda
Species: Canine
Breed: Chin, Japanese
Sex: Neutered Male
Color: White
Markings: Brown Ears
Birthday: 02/07/2009
Weight: 11.92 pounds on 6/22/2020
Microchip ID:

Tag Number: 20-2316
Lot Number: 423292b
Rabies Canine (3 Year)
Producer: Pfizer
K / MLV / R: Killed Virus

Vaccination Date: 6/22/2020
Expiration Date: 6/22/2023

Staff Name: Dr. Lauren D. Sawchyn
License Number: 7204



Attachment: Registration Form and Rabies Certificates 206 Beech Avenue (LIC-2023-16 : Special License - 4 dogs)

affordable. quality

Boston, MA

For Medical Records Please Ca

Your pet has been examined for the appropriateness of th
emergency please call/visit one of the lis
1-877-838-74

vetco vaccination clinic
Rabies Tag
Vetcoclinics.com
23152331

Emergency Hospitals/Clinics

Massachusetts

Angell Animal Medical Center Boston	350 South Hunting	
Angell Animal Medical Center West	293 Second Av	781-902-8400
Massachusetts Veterinary Referral Hospital	20 Cabot Rd	
Mass-RI Veterinary ER	477 Milford Rd. Swansea, MA 02777	508-730-1112
Westford Veterinary Emergency	11 Cornerstone Square Westford, MA 01886	978-577-6463
Tufts Veterinary Emergency Treatment and Specialties	525 South Street Walpole, MA 02081	508-668-5454
Bay State Veterinary Emergency Services	76 Baptist Street Swansea, MA 02777	508-379-1233
VCA Boston Road Animal Hospital	1235 Boston Rd. Springfield, MA 01119	413-783-0603
Tufts Animal Hospital	200 Westborough Rd., Grafton, MA	508-839-5395
Veterinary Emergency and Specialty Hospital	141 Green Rd., South, Deerfield, MA	413-665-4911
IVG Metro-West – A Network of Veterinary Referral Hospitals	5 Strathmore Rd., Natick, MA	508-319-2117
Bulger Veterinary Hospital	247 Chickering Rd., North Andover, MA	978-682-9905

Southern MA/RI

Ocean State Veterinary Hospital	1480 South Country Trail. East Greenwich, RI 02818	401-866-6787
VCA South Shore (Weymouth) Animal Hospital	595 Columbian St. South Weymouth, MA 02190	781-337-0069
Veterinary Emergency and Specialty Hospital	141 Greenfield rd. South Deerfield, MA 01373	413-665-4911

New Hampshire

AVC Concord	22 Bridge St. Concord, NH 03301	603-227-6109
AVC Manchester	55 Carl Dr. Manchester, NH 03103	603-669-2002
Animal Medical Center (AMC)	168 Main Dunstable Rd. Nashua, NH 03060	603-821-7222
Rockingham Emergency Veterinary Hospital	3 Cobbetts Pond Rd. Windham, NH 03087	603-870-9770
Veterinary Emergency Center of Manchester	226 Abby Rd. Manchester, NH 03103	603-666-6677

License Information

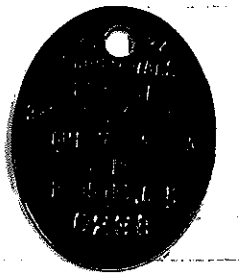
Rabies licensing varies by City/County
Please contact your local city for instructions on how to license your pet.

Attachment: Registration Form and Rabies Certificates 206 Beech Avenue (LIC-2023-16 : Special License - 4 dogs)

Bond Vet Somerville
320 Foley Street, Somerville, MA 02145
(617) 302-8055
somerville@bondvet.com

BondVet

Owner: Annabelle Shields
Phone:
Email:
Address: 206 Beech Ave
Melrose MA 02176



Certificate Of Rabies Vaccination

Date Of Rabies Vaccination: 11/16/22
Next Rabies Vaccination On: 11/16/25
Certification Duration: 3 Yr USDA Licensed Vaccine
Dose: Initial dose

Product Name: Zoetis Vanguard - Rabies Vaccine
Manufacturer: Zoetis
Tag Number: 0238
Batch Number: 581527
Batch Expiration Date: 2023-10-03

THIS IS TO CERTIFY THAT BOND VET SOMERVILLE HAS VACCINATED AGAINST RABIES FOR THE ANIMAL DESCRIBED BELOW.

PATIENT: Bandit
SPECIES: Canine
BREED: Japanese Chin
COLOR: Black/White

MICROCHIP NUMBER: Not Listed
SEX: Male (Neutered)
WEIGHT: 3.70 Kg
AGE: 1 Year 6 Months

Signed:

Name: Dr. Lynne Arthur
License Number: 8681 MA
Date: 11/16/22

Attachment: Registration Form and Rabies Certificates 206 Beech Avenue (LIC-2023-16 : Special License - 4 dogs)

City of Melrose Abutters List

206 BEECH AVE 500FT

abutters_id_field	abutters_owner1	abutters_owner2	abutters_address	abutters_address2	abutters_town	abutters_state	abutters_zip	abutters_bookpage	abutters_location
F6 0 10	FAUCETTE, RYAN		29 BIRCH HILL RD		MELROSE	MA	02176	64136-57	29 BIRCH HILL RD
F6 0 100	SANTIAGO CLIFF	SANTIAGO MEGAN	207 BEECH AVE.		MELROSE	MA	02176	81159-551	207 BEECH AVE
F6 0 101	SURETTE,DAWN M 50% AND	NICHOLAS A 25% ALEXANDER F 25%	215 BEECH AVE		MELROSE	MA	02176	69417-173	215 BEECH AVE
F6 0 102	SIGWARD DANIEL	TAPLIN REBECCA	219 BEECH AVE		MELROSE	MA	02176	75450-416	219 BEECH AVE
F6 0 103	SCHMIDT, KRISTIN ELIZABETH	TIMOTHY ZUBAK, JTRS	430 SWAINS POND AVE		MELROSE	MA	02176	59163-224	430 SWAINS POND AVE
F6 0 104	CITY OF MELROSE	LLOYD SQ WW I,TABLET(PARK)	SWAINS POND AVE		MELROSE	MA	02176	5154-298	SWAINS POND AVE
F6 0 105	CHARLTON, JON C.		447 SWAINS POND AVE		MELROSE	MA	02176	74019-240	447 SWAINS POND AVE
F6 0 106	MC MICHAEL,DENNIS C	ELAINE DANIS MC MICHAEL	483 SWAINS POND AVE		MELROSE	MA	02176	16955-112	483 SWAINS POND AVE
F6 0 107	APPLEBY, PAUL E	PATRICIA V APPLEBY TE	487 SWAINS POND AVE		MELROSE	MA	02176	35431-598	487 SWAINS POND AVE
F6 0 108	JAGGERS,JOHN R	AMANDA P JAGGERS TE	24 CUMNER AVE		MELROSE	MA	02176	33442-264	24 CUMNER AVE
F6 0 109	YARLANKI, SRINIVAS	KALPANA KETHINEEDI, TE	22 CUMNER AVE		MELROSE	MA	02176	73850-539	22 CUMNER AVE
F6 0 11	SARNO STEPHEN	SARNO DAVID	169 BEECH AVENUE		MELROSE	MA	02176	80402-26	169 BEECH AVE
F6 0 110	COLEMAN,JAMES F	JEAN M COLEMAN	18 CUMNER AVE		MELROSE	MA	02176	25118-117	18 CUMNER AVE
F6 0 111	HERON, MARK D.	MICHELLE HERON, HWTE	451 SWAINS POND AVE		MELROSE	MA	02176	69683-167	451 SWAINS POND AVE
F6 0 112	LU DAN	TURNER JACOB	11 CUMNER AVENUE		MELROSE	MA	02176	79890-274	11 CUMNER AVE
F6 0 113	LAWRENCE, SAORI	CHRISTOPHER J. MAHADY, JT	15 CUMNER AVE		MELROSE	MA	02176	62505-378	15 CUMNER AVE
F6 0 114	PENTA, CHARLES M	ANNETA PENTA HWTE	17 CUMNER AV		MELROSE	MA	02176	28072-392	17 CUMNER AVE
F6 0 115	GONZALEZ, CHERYL A	JORGE GONZALEZ TE	19 CUMNER AVE		MELROSE	MA	02176	43901-293	19 CUMNER AVE
F6 0 116	MCMAHON,WILLIAM E, TRUSTEE	EAST SIDE LIVING TRUST	76 WHEELER AVE		MELROSE	MA	02176	1520-24	76 WHEELER AVE
F6 0 117	NERSINGER, CHARLES M.	ELIZABETH M. NERSINGER HWTE	70 WHEELER AVE		MELROSE	MA	02176	53392-356	70 WHEELER AVE
F6 0 118	MACLELLAN, IAN C.	SARAH ANNE BRIGGS, JT	66 WHEELER AVE		MELROSE	MA	02176	53288-144	66 WHEELER AVE
F6 0 119	MEEKER, ANNARITA	TODD MEEKER HWTE	236 BEECH AVE		MELROSE	MA	02176	45412-179	WHEELER AVE
F6 0 12	CARDINI, EMMA	A.J. CARDINI, HWTE	173 BEECH AVE		MELROSE	MA	02176	57340-442	173 BEECH AVE
F6 0 120	MEEKER ANNARITA	TODD MEEKER HWTE	236 BEECH AVE		MELROSE	MA	02176	45412-179	236 BEECH AVE
F6 0 121	DILLON,JOHN P	BEVERLY A DILLON	232 BEECH AVE		MELROSE	MA	02176	16790-456	232 BEECH AVE
F6 0 124	CANTRELL ALEXANDER		431 SWAINS POND AVE		MELROSE	MA	02176	77662-219	431 SWAINS POND AVE
F6 0 125	BRIETZKE, JAMES		435 SWAINS POND AVE		MELROSE	MA	02176	53401-366	435 SWAINS POND AVE
F6 0 126	MILLER, JR., NELSON LEE, IND.		235 BEECH AV		MELROSE	MA	02176	74529-59	BEECH AVE
F6 0 127	MILLER, JR., NELSON LEE, IND.		235 BEECH AV		MELROSE	MA	02176	74529-59	235 BEECH AVE
F6 0 128	DAMBROSIO,ANTHONY		32 WHEELER AVE		MELROSE	MA	02176	14359-528	32 WHEELER AVE
F6 0 129	HARRIET J. HAMHOOMIS FAMILY TR	MICHAEL S HAMHOOMIS, TRUSTEE	30 WHEELER AVE		MELROSE	MA	02176	71811-499	30 WHEELER AVE
F6 0 13	DOWNEY,RICHARD	KATHLEEN M. DOWNEY, HWTE	176 BEECH AVE		MELROSE	MA	02176	1091-119	176 BEECH AVE
F6 0 14	LEBEAU, ANDREW, IND.		170 BEECH AVE		MELROSE	MA	02176	71989-34	170 BEECH AVE
F6 0 15	CITY OF,MELROSE	CONSERVATION	FLORENCE AVE		MELROSE	MA	02176	0-0	FLORENCE AVE
F6 0 16	CITY OF,MELROSE	CONSERVATION	FLORENCE AVE		MELROSE	MA	02176	6736-223	FLORENCE AVE
F6 0 17	CITY OF,MELROSE	CONSERVATION	FLORENCE AVE		MELROSE	MA	02176	0-0	FLORENCE AVE
F6 0 18	BAKEMAN JAMES	BAKEMAN ARLENE	63 FLORENCE AVE.		MELROSE	MA	02176	80993-444	63 FLORENCE AVE
F6 0 22	LEW,THOMAS F	MELONEY MANIKUS LEW	21 GOSS AVE		MELROSE	MA	02176	25356-362	21 GOSS AVE
F6 0 23	CASEY,MICHAEL	CYNTHIA CASEY HWTE	25 GOSS AVE		MELROSE	MA	02176	30404-316	25 GOSS AVE
F6 0 24	AYLWARD, LINDA M	RICHARD E AYLWARD JR	29 GOSS AVE		MELROSE	MA	02176	39221-298	29 GOSS AVE
F6 0 25	JOHN M.+MARY A. DOUCETTE	EDWARD T. LENEHAN	33 GOSS AVE.		MELROSE	MA	02176	81245-515	33 GOSS AVE
F6 0 26	KANG JEON	CHO JIYOUNG	41 GOSS AVE		MELROSE	MA	02176	76942-173	41 GOSS AVE
F6 0 27	PETERSON, GEORGE ROBERT	HEATHER PETERSON, HWTE	182 BEECH AV		MELROSE	MA	02176	1488-4	182 BEECH AVE
F6 0 28	COLEMAN,MICHAEL D	JESSICA S MITCHELL HWTE	181 BEECH AVE		MELROSE	MA	02176	31660-151	181 BEECH AVE
F6 0 29	SMITH, TIMOTHY J	MOLLY L TAYLOR JT	57 GOSS AVE		MELROSE	MA	02176	50314-82	57 GOSS AVE
F6 0 30	COLBORNE,SCOTT F	JUDITH A PARISI, JT	61 GOSS AVE		MELROSE	MA	02176	15036-406	61 GOSS AVE
F6 0 31	FOREMAN,JR JOHN H	MARIE R FOREMAN HW TE	63 GOSS AVE		MELROSE	MA	02176	18319-103	63 GOSS AVE
F6 0 32	NEWTON, WILLIAM J.	LISA W. NEWTON, HWTE	65 GOSS AVE		MELROSE	MA	02176	64754-549	65 GOSS AVE
F6 0 33	ZONA ADAM	ZONA QUINN	71 GOSS AVE.		MELROSE	MA	02176	80764-21	71 GOSS AVE
F6 0 35	HAKER,JAMES A	CATHERINE M HAKER	74 GOSS AVE		MELROSE	MA	02176	14644-314	74 GOSS AVE
F6 0 36	BURKE,DANIEL J	PHYLLIS M BURKE HW TE	72 GOSS AVE		MELROSE	MA	02176	18164-474	72 GOSS AVE
F6 0 37	HITCHMAN ARTHUR	HITCHMAN LAUREN	66 GOSS AVE		MELROSE	MA	02176	75144-143	66 GOSS AVE
F6 0 38	BRUCE, MICHAEL TIMOTHY	BRIDGET DAUGSIEWICZ BRUCE HWTE	62 GOSS AVE		MELROSE	MA	02176	74680-504	62 GOSS AVE
F6 0 38	BRUCE, MICHAEL TIMOTHY	BRIDGET DAUGSIEWICZ BRUCE HWTE	62 GOSS AVE		MELROSE	MA	02176	74680-504	62 GOSS AVE

Attachment: 206 BEECH AVE 500FT (LIC-2023-16 : Special License - 4 dogs)

City of Melrose Abutters List

206 BEECH AVE 500FT

abutters_id_field	abutters_owner1	abutters_owner2	abutters_address	abutters_address2	abutters_town	abutters_state	abutters_zip	abutters_bookpage	abutters_location
F6 0 39	MOLWAY, CRAIG S.	SARAH BALLARD MOLWAY HWTE	58 GOSS AVE		MELROSE	MA	02176	48187-247	58 GOSS AVE
F6 0 40	BORTINGER, JONATHAN	ILANA BORTINGER, HWTE	54 GOSS AVE		MELROSE	MA	02176	64661-123	54 GOSS AVE
F6 0 41	NELSON V PAVAO REV TR	PAVAO NELSON	50 GOSS AVE		MELROSE	MA	02176	76839-571	50 GOSS AVE
F6 0 42	RONALD A.+CHARLENE A. WEEKLEY	JUSTIN A. WEEKLEY & ALISON COSTELLO	46 GOSS AVE.		MELROSE	MA	02176	81299-531	46 GOSS AVE
F6 0 43	BERTOULIN,DENNIS K		42 GOSS AVE		MELROSE	MA	02176	30080-239	42 GOSS AVE
F6 0 44	VALADE, DAVID A		38 GOSS AV		MELROSE	MA	02176	45056-488	38 GOSS AVE
F6 0 45	SILVERMAN,J DANIEL	MELANIE A. SILVERMAN, HWTE	34 GOSS AVE		MELROSE	MA	02176	64673-219	34 GOSS AVE
F6 0 46	PIRRELLO, STEPHEN W	SHANNON L PIRRELLO HWTE	30 GOSS AVE		MELROSE	MA	02176	60465-313	30 GOSS AVE
F6 0 47	MACIEL RUBEN	MACIEL LEIGHA	26 GOSS AVE		MELROSE	MA	02176	78079-274	26 GOSS AVE
F6 0 48	MACIEL RUBEN	MACIEL LEIGHA	26 GOSS AVE		MELROSE	MA	02176	78079-274	GOSS AVE
F6 0 49	BLOUNT, DARREN	STEPHANIE BLOUNT, HWTE	478 SWAINS POND AV		MELROSE	MA	02176	71775-376	478 SWAINS POND AVE
F6 0 50	MARCIANO, JENNIFER L.		472 SWAINS POND AVE		MELROSE	MA	02176	68191-347	472 SWAINS POND AVE
F6 0 51	NEVILLE,CRAIG M	CYNTHIA M NEVILLE HWTE	468 SWAINS POND AVE		MELROSE	MA	02176	32074-509	468 SWAINS POND AVE
F6 0 52	MARTIN,ROBERT J	LINDA M MARTIN/JT/RTSVRS	16 STAPLES ST		MELROSE	MA	02176	16865-279	16 STAPLES ST
F6 0 53	MORIARTY,NEIL	LYNN J MORIARTY	12 STAPLES ST		MELROSE	MA	02176	12287-226	12 STAPLES ST
F6 0 54	EHLERS,THOMAS E	VIRGINIA A HWTE	9 STAPLES ST		MELROSE	MA	02176	22284-106	9 STAPLES ST
F6 0 55	BUCKLEY, ELIZABETH		11 STAPLES ST		MELROSE	MA	02176	65555-426	11 STAPLES ST
F6 0 56	CHONG,STEPHEN		17 STAPLES ST		MELROSE	MA	02176	30505-535	17 STAPLES ST
F6 0 57	HODGKINS,ROBERT P	LISA A HODGKINS	21 STAPLES ST		MELROSE	MA	02176	29732-494	21 STAPLES ST
F6 0 58	TEAR WESTLEY	BUSKES MELISSA	25 STAPLES ST.		MELROSE	MA	02176	80644-442	25 STAPLES ST
F6 0 59	DOHERTY,JAMES J JR	DEBRA M HW TE	448 SWAINS POND AVE		MELROSE	MA	02176	22062-45	448 SWAINS POND AVE
F6 0 60	MERRILL PAMELA		444 SWAINS POND AVE		MELROSE	MA	02176	12919-703	444 SWAINS POND AVE
F6 0 61	CONTEH NKECHI		208 BEECH ST.		MELROSE	MA	02176	81136-495	208 BEECH AVE
F6 0 62	SHIELDS,ANNABELLE M		206 BEECH AVE		MELROSE	MA	02176	N/A	206 BEECH AVE
F6 0 63	GROVER,ROBERT E	DONNA M GROVER HWTE	204 BEECH AVE		MELROSE	MA	02176	29705-128	204 BEECH AVE
F6 0 64	KELLY,FRANK S	PATRICIA A KELLY HWTE	202 BEECH AVE		MELROSE	MA	02176	24004-111	202 BEECH AVE
F6 0 65	AUNER IDARESIT	AUNER ERIC	198 BEECH AVE		MELROSE	MA	02176	76821-68	198 BEECH AVE
F6 0 66	SLATER, BRIAN J	KAREN L ANDREWS HWTE	195 BEECH AV		MELROSE	MA	02176	49361-456	195 BEECH AVE
F6 0 67	KAHLER-REIS, REBECCA L.		201 BEECH AVE		MELROSE	MA	02176	65697-70	201 BEECH AVE
F6 0 68	CARR, JAMES R+JANICE L. TRSTES	JAMES R AND JANICE L. CARR TRT	22 LEAH ST		MELROSE	MA	02176	64140-337	22 LEAH ST
F6 0 69	COOK, CHRISTOPHER P.	KRISTIN COOK HWTE	18 LEAH ST		MELROSE	MA	02176	48355-141	18 LEAH ST
F6 0 70	DEL GRECO,CHERYL, A.TRUSTEE	CHERYL A. DEL GRECO REV.TRUST	14 LEAH ST		MELROSE	MA	02176	68338-425	14 LEAH ST
F6 0 71	SHEERIN,PHILIP E	MARGARET T SHEERIN	8 LEAH ST		MELROSE	MA	02176	13478-116	8 LEAH ST
F6 0 72	ROBERTS, NANCY P	THERESA M. LAPOINTE, TC	46 HAROLD ST		MELROSE	MA	02176	54363-88	46 HAROLD ST
F6 0 81	CARROLL, PAUL	AMANDA CARROLL, HWTE	400 SWAINS POND AVE.		MELROSE	MA	02176	64906-175	400 SWAINS POND AVE
F6 0 82	CITY OF,MELROSE	CONSERVATION	HAROLD ST		MELROSE	MA	02176	2924-255	HAROLD ST
F6 0 83	CITY OF,MELROSE	CONSERVATION	HAROLD ST		MELROSE	MA	02176	2924-255	HAROLD ST
F6 0 84	CITY OF,MELROSE	CONSERVATION	HAROLD ST		MELROSE	MA	02176	2924-255	HAROLD ST
F6 0 85	CITY OF,MELROSE	CONSERVATION	HAROLD ST		MELROSE	MA	02176	6527-487	HAROLD ST
F6 0 86	CITY OF,MELROSE	CONSERVATION	HAROLD ST		MELROSE	MA	02176	6527-487	HAROLD ST
F6 0 87-88	LEAH STREET 5 RLTY LIFE	JENSEN DEBORAH	90 KING GEORGE DR		BOXFORD	MA	01921	77212-189	5 LEAH ST
F6 0 89	VOTAW, SHANNON K	NICHOLAS D. VOTAW, HWTE	15 LEAH STREET		MELROSE	MA	02176	59468-575	15 LEAH ST
F6 0 9	BARRY,STEPHEN F	MARILYN A DEAN	25 BIRCH HILL RD		MELROSE	MA	02176	16463-302	25 BIRCH HILL RD
F6 0 90	CITY OF,MELROSE	CONSERVATION	HICKORY ST		MELROSE	MA	02176	6460-592	HICKORY ST
F6 0 91	CITY OF,MELROSE	CONSERVATION	HICKORY ST		MELROSE	MA	02176	2924-255	HICKORY ST
F6 0 92	CITY OF,MELROSE	CONSERVATION	HICKORY ST		MELROSE	MA	02176	4082-50	HICKORY ST
F6 0 93	SPERANZA,ROSE MARIE LF EST	DIANA R CORMIER AND	408 SWAINS POND AVE		MELROSE	MA	02176	63852-31	408 SWAINS POND AVE
F6 0 94	MUISE,JAMES A	LINDA M.MUISE HW TE	422 SWAINS POND AVE		MELROSE	MA	02176	20608-20	422 SWAINS POND AVE
F6 0 95	JOHN F. & DEBRA D. KIERNAN	CAROLINE & JACK KIERNAN	1 HICKORY ST.		MELROSE	MA	02176	80795-43	1 HICKORY ST
F6 0 96	K&B LAIDLAW NOMINEE TR	LAIDLAW BARRY	3 HICKORY ST		MELROSE	MA	02176	78230-512	3 HICKORY ST
F6 0 97	HERNANDEZ, IGNACIO	RENEE HERNANDEZ, HWTE	5 HICKORY STREET		MELROSE	MA	02176	53714-577	5 HICKORY ST
F6 0 98	ADAMS, NICHOLAS	STEPHANIE ADAMS, HWTE	21 LEAH ST		MELROSE	MA	02176	71520-599	21 LEAH ST
F6 0 99	POWERS IV, MINOT L., IND.		205 BEECH AVE		MELROSE	MA	02176	74015-541	205 BEECH AVE
F7 0 12	NOYES, AMY R.	AARON R. NOYES, HWTE	496 SWAINS POND AVE		MELROSE	MA	02176	57356-251	496 SWAINS POND AVE

Attachment: 206 BEECH AVE 500FT (LIC-2023-16 : Special License - 4 dogs)

City of Melrose Abutters List

206 BEECH AVE 5[illegible]

abutters_id_field	abutters_owner1	abutters_owner2	abutters_address	abutters_address2	abutters_town	abutters_state	abutters_zip	abutters_bookpage	abutters_location
F7 0 14	PRUDENTE, JAMES M.	HANNA PRUDENTE, HWTE	482 SWAINS POND AVE		MELROSE	MA	02176	68553-207	482 SWAINS POND AVE
F7 0 16	DANTONA, AARON	ELISABETH DANTONA, HWTE	489 SWAINS POND AVE		MELROSE	MA	02176	68128-575	489 SWAINS POND AVE
F7 0 17	DEL GENIO, STEPHEN	SHARON DEL GENIO TE	491 SWAINS POND AVE		MELROSE	MA	02176	39625-21	491 SWAINS POND AVE
F7 0 18	LOCKE, STEVEN S.	SUZANNE H. LOCKE HWTE	495 SWAINS POND AVE		MELROSE	MA	02176	30724-305	495 SWAINS POND AVE
F7 0 19	GARDNER, JANE	JAY WARREN GARDNER, JTRS	499 SWAINS POND AVE		MELROSE	MA	02176	64285-309	499 SWAINS POND AVE
F7 0 26	PREZIOSA, MARINO	LINDA PREZIOSA TE	40 CUMNER AV		MELROSE	MA	02176	43514-442	40 CUMNER AVE
F7 0 27	FALLON,JOAN BISHOP	WILLIAM E FALLON	36 CUMNER AVE		MELROSE	MA	02176	15549-26	36 CUMNER AVE
F7 0 28	CALI, JULIE		32 CUMNER AVE		MELROSE	MA	02176	63820-583	32 CUMNER AVE
F7 0 29	GREGG, CHRISTOPHER J.	NICHOLE R. GREGG, HWTE	28 CUMNER AVE.		MELROSE	MA	02176	64125-406	28 CUMNER AVE
F7 0 30	MARA, CHRISTINE		25 CUMNER AVE		MELROSE	MA	02176	69374-1	25 CUMNER AVE
F7 0 31	TRANFAGLIA,CAROL ANN LIFE EST.	ANNE CAROL MALONE	27 CUMNER AVE		MELROSE	MA	02176	55309-303	27 CUMNER AVE
F7 0 32	TAJMAJER, THOMAS R	TAJMAJER ROSEMARIE S TE	29 CUMNER AVE		MELROSE	MA	02176	41492-266	29 CUMNER AVE
F7 0 33	ZAKARIAN JACOB	ZAKARIAN LAURIE	33 CUMNER AVE		MELROSE	MA	02176	77874-10	33 CUMNER AVE
F7 0 42	WILLIAMS BRIAN	WILLIAMS DANA	84 WHEELER AVE.		MELROSE	MA	02176	1592-74	84 WHEELER AVE
F7 0 43	HOWARD DENNIS	HOWARD ELIZABETH	80 WHEELER AVENUE		MELROSE	MA	02176	1588-105	80 WHEELER AVE
F7 0 6	CURRAN JOHN II	CURRAN FAMILY REV. TRUST	20 GOSS AVE		MELROSE	MA	02176	76365-373	20 GOSS AVE
F7 0 7	INGALLS, CHRISTOPHER R.	LIZA HOSTETLER, HWTE	14 GOSS AVE		MELROSE	MA	02176	71074-280	14 GOSS AVE
F6 0 21-1	GIGOO, VIKRAM	ANGELA KAUL, HWTE	17 GOSS AVE - UNIT 1		MELROSE	MA	02176	71940-81	17 GOSS AVE UNIT 1
F6 0 21-2	GIGOO, VIKRAM	ANGELA KAUL, JTRS	17 GOSS AVE - UNIT 2		MELROSE	MA	02176	71567-56	17 GOSS AVE UNIT 2
F6 0 122-23	CACCESE, KATHRYN	JAMES CACCESE, HWTE	226 BEECH AVE.		MELROSE	MA	02176	67091-24	226 BEECH AVE
F7 0 13	HENRY, SEAN R.	JESSICA L. HENRY, HWTE	490 SWAINS POND AVE.		MELROSE	MA	02176	68948-513	490 SWAINS POND AVE
F6 0 130-1	20 WHEELER AVENUE REALTY TRUST	KNOSP, DONALD+DEBRA M.	20 WHEELER AVE., UNIT A		MELROSE	MA	02176	68777-34	20 WHEELER AVE
F6 0 130-2	ZHENG, XIAOBIN	XIAOXIAO XIE, HWTE	20 WHEELER AVE., UNIT B		MELROSE	MA	02176	70683-563	20 WHEELER AVE
F6 0 25A	JOHN M. & MARY A. DOUCETTE	EDWARD T. LENEHAN	37 GOSS AVE.		MELROSE	MA	02176	81242-555	37 GOSS AVE

City of Melrose Board of Assessors
Certified Abutters List

4/14/2023

Attachment: 206 BEECH AVE 500FT (LIC-2023-16 : Special License - 4 dogs)

LEGAL NOTICE

CITY OF MELROSE

PUBLIC HEARING

Requesting a Special License to house four (4) dogs at
206 Beech Avenue, Annabelle M. Shields

SPECIAL LICENSE

Monday May 8, 2023

7:15 PM

Attachment: 2023 Special License - 4 dogs PH Advertisement (LIC-2023-16 : Special License - 4 dogs)

CITY OF MELROSE

OFFICE OF THE CITY CLERK

KRISTIN FOOTE
CITY CLERK

City Hall, 562 Main Stree
Melrose, Massachusetts 0217
Telephone - (781) 979-411
Fax - (781) 665-687

You are hereby notified that the City Council will hold a Public Hearing on

On Monday, May 8, 2023, at 7:15 PM
City Hall – City Council Chambers
562 Main Street, Melrose, Ma

Regarding LIC **2023- 16 :** A Request to grant a Special License to house four (4) dogs at 206 Beech Avenue, Annabelle M. Shields.

You are invited to be present at the hearing.

Best,
Kristin Foote
City Clerk

Attachment: LIC 23 notice to abutters of PH Special License (LIC-2023-16 : Special License - 4 dogs)

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: eproakis@cityofmelrose.org

Via email to margateer@verizon.net

December 30, 2022

Michael Margolis and Mary McAteer-Margolis
22 Stowecroft Rd.
Melrose, MA 01810

Re: City Proposed Release of Easement at 22 Stowecroft Rd.

Dear Michael and Mary:

Due to relocation of municipal drainage infrastructure, the City no longer has any intended use for the drainage easement located along the western part of your property line at 22 Stowecroft Road.

At your request, the City has agreed to release the drainage easement running along your property line of 22 Stowecroft Road as shown on a plan entitled "Subdivision Plan of Land in Melrose" By A.L. Sargent, Surveyor, dated February 15, 1952 recorded as Plan No. 13064-32 in Book 513, Page 329 (see attached Exhibit A).

Release of this drainage easement is subject to you, Michael Margolis and Mary McAteer-Margolis, as Property Owners (hereinafter "Property Owners") accepting and agreeing to all of the following terms and conditions:

1. As you are aware, there is an abandoned drainage culvert/ city pipes and infrastructure underneath the location of this Easement. You as the Property Owners, and binding on any future property owners of this Property, your successors, representatives, heirs, and assigns beginning on the date the Release of Easement paperwork is recorded at the Middlesex County Registry of Deeds, and continuing in perpetuity, hereby agree to assume complete and sole responsibility and liability for any and all claims, losses, damages, expenses, penalties, and judgments relating to any abandoned City infrastructure, piping, culverts, underground at the location of this Easement. Beginning as of the date of recording of the relative Easement paperwork at the Registry of Deeds the City abandons ownership and responsibility for any abandoned pipes, drainage culvert and any abandoned City infrastructure at the location of this Easement, that become the sole and complete responsibility and liability of you as Property Owners and any future property owners of this Property, successors, representatives, heirs and assigns; and

Attachment: Release of Easement Letter 22 Stowecroft (ORDER-2023-91 : Release of Easement 22 Stowecroft Rd.)

2. You as the Property Owners, upon notification by the City that the necessary release of Easement paperwork is ready to be recorded at the Registry of Deeds shall submit a check to my office made payable to the "Commonwealth of Massachusetts" to pay for the recording fees.

By signing below, you indicate that you understand and agree to all of the above terms and conditions as set forth above, have had the opportunity to consult with legal counsel on these terms should you choose to do so, and are requesting the City move forward with release of this Easement at your property in consideration and acceptance of all of the above terms and conditions.

If you are in agreement with these terms and conditions, please sign below and return one copy to the City Engineer at VReis@CityofMelrose.org. Once this is done, the City will present the requisite paperwork to Melrose City Council for vote and proceed in the filing process at the Registry of Deeds. You will then be notified when the check for the recording fee is needed.

Sincerely:

Elena Proakis Ellis

Elena Proakis Ellis, P.E., BCEE
DPW Director

Encls.

We, hereby agree to all terms and conditions contained in the paragraphs above and would like the City to proceed with the Release of Easement process for this drainage easement along our property line:

Michael D. Margolis

Date
Michael Margolis

Mary E McAteer-Margolis

Date 1/30/2023
Mary McAteer-Margolis

cc: Vonnie Reis, P.E., City Engineer
Shannon Philips, City Solicitor

Attachment: Release of Easement Letter 22 Stowecroft (ORDER-2023-91 : Release of Easement 22 Stowecroft Rd.)

EXHIBIT A

Attachment: Release of Easement Letter 22 Stowecroft (ORDER-2023-91 : Release of Easement 22 Stowecroft Rd.)

Cert. 76868 Book 513 Page 329

13064-32

SUBDIVISION PLAN OF LAND IN MELROSE

A. L. Sargent, Surveyor

Feb. 15, 1952

Subdivision of Lot F2
Shown on plan 13064-10
Filed with Cert. of Title No. 41203
South Registry District of Middlesex County

Middlesex South Registry District
JUN 1 1953
RECEIVED FOR REGISTRATION
8 O'CLOCK 20 M. 0 M

MAY 25 1953

See Subdivision Plan of Lots 268 and 269 in Book 232 Page 140

See Subdivision Plan of Lot 261 in Book 597 Page 98

Edwin M. Poyster
Edith M. Chamberlin et al
Albert Jacobson et al
Leo Moulaison et al Cert. 72650 (See Plan 15518 F filed with Cert. No. 35644)

F5 PLAN 13064-28 with Cert. 65621
F8 Plan 13064-29 with Cert. 72639
F7

STOWECROFT (Private) RD.
PARKWAY (Public)
FELLS
LYNN
OLD BROOK CIRCLE (Public)

Lots: 267, 266, 269, 268, 262, 263, 264, 265, 261, 260 (13064-31), 259 with Certs., 258 (78094), 177 (Plan 13064-19 with Cert. 45663), 176, 175 (Plan 13064-12 with Cert. 42221)

DRAINAGE EASEMENT

Separate certificates of title may be issued for land shown hereon as Lots 262 thru 269 By the Court.

OCT. 7, 1952 — Recorder

Copy of part of plan filed in LAND REGISTRATION OFFICE OCT. 7, 1952
Scale of this plan 60 feet to an inch
W. T. Fairclough, Engineer for Court

Attachment: Release of Easement Letter 22 Stowecroft (ORDER-2023-91 : Release of Easement 22 Stowecroft Rd.)

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Vonnie Reis, P.E.
City Engineer

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone – (781) 979-4172
E-mail: VReis@cityofmelrose.org

April 25, 2023

To: Mayor Paul Brodeur

Re: Vote for approval of release of Drainage Easement at 22 Stowecroft Road in Melrose, MA.

Dear Mayor Brodeur,

At the request of the residents of 22 Stowecroft Rd. in Melrose, the DPW recommends the release of a drainage easement on said property. The DPW previously relocated the drainage structures into the public way and has no further use for the easement. There is no financial impact to the City to release the easement and the current residents of 22 Stowecroft Road have signed an agreement with the City and agreed to assume all future liability.

This request is made pursuant to the requirements of state law which require City Council approval to release this easement.

The Engineering Division of the Department of Public Works recommends that the City Council vote to authorize you to release a drainage easement from the property owners located at 22 Stowecroft Road in Melrose as depicted on a plan entitled "Subdivision Plan of Land in Melrose, Mass", dated February 15, 1952, as prepared by A.L. Sargent, Surveyor, recorded as Plan 13064-32 in Book 513, Page 329.

Sincerely;

Vonnie Reis
Vonnie Reis, P.E.
City Engineer

cc: Elena Proakis Ellis, DPW Director
Shannon Philips, City Solicitor
Patrick Dello Russo, CFO/Auditor

Attachment: memo to mayor 042523 (ORDER-2023-91 : Release of Easement 22 Stowecroft Rd.)

Mayor's Office
Melrose City Hall
562 Main Street
Melrose, MA, 02176

Dear Lily,

I would be honored to serve another term on the Melrose Board of Assessors.

Please thank the Mayor for his confidence in me to serve on the Board of Assessors.

Best Regards,
Cathy Gulino

25 Apple Hill Road
Melrose, MA, 02176

Attachment: Cathy_Gulino_BOA_2023_LOI (APPT-2023-16 : Reappointment of Cathy Gulino to the Board of Assessors)

CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Board of Assessors
Date: April 10, 2023

I respectfully request the Honorable City Council confirm the reappointment of Cathy Gulino, 25 Apple Hill Road, to the Melrose Board of Assessors for a three-year term set to expire on the last day of February 2026. Ms. Gulino has served on the Melrose Board of Assessors dutifully for many years.

Thank you for your consideration.

Attachment: Cathy_Guilino_Memo_2023 (APPT-2023-16 : Reappointment of Cathy Gulino to the Board of Assessors)

CITY OF MELROSE

PAUL BRODEUR
Mayor

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Council on Aging
Date: April 10, 2023

I respectfully request the Honorable City Council confirm the appointment of Ellen Cobau, 79 Otis Street, to the Melrose Council on Aging for a three-year term set to expire on the last day of February 2026. Ms. Cobau's appointment replaces that of Nancy Messina, whose term expired on the last day of February 2023.

Ms. Cobau's current capacity as a nurse at Mass General Hospital and previous experience as the public health nurse for the City of Melrose has prepared her to be a natural health and education resource to our community's older adults via her service to the Melrose Council on Aging.

In addition, Ms. Cobau has shown special interest in areas of health and safety of older adults, as made evident in the development of a webinar about preventing falls as well as her strong interest in social determinants of health.

Thank you for your consideration.

Attachment: Ellen_Cobau_COA_Memo_1 (APPT-2023-14 : Appointment of Ellen Cobau to the Melrose Council on Aging)

Melrose MA Boards & Commissions Submit Date: Mar 05, 2023

Application Form

Profile

Ellen — First Name
M — Middle Initial
Cobau — Last Name

[redacted] — Email Address

79 Otis St. — Home Address
Suite or Apt

Melrose — City
MA — State
02176 — Postal Code

What district do you live in?

☑ District 3

Mobile: [redacted] — Primary Phone
Home: [redacted] — Alternate Phone

Mass General Hospital — Employer
Nurse Case Manager — Job Title

Which Boards would you like to apply for?

Council on Aging: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

As a nurse I am very much interested in the social determinants of health. These are the conditions in the environments where people are born, live, work, play, worship and age that affect a wide range of health, functioning, and quality of life outcomes. The Council on Aging (COA), with its mission of connecting older adults with resources to positively impact their lives, is well-poised to make Melrose a good place not just to age in place but to thrive in place!! As a Board Member of COA, I would utilize the depth and breadth of my healthcare experience & knowledge to work with the Board on needs assessment, advocacy, and outreach so all will age well in Melrose. Please consider my application. thank you

Resume_2023.docx
Upload a Resume

Demographics

Attachment: Ellen_Cobau_Application_Redacted 1 (APPT-2023-14 : Appointment of Ellen Cobau to the Melrose Council on Aging)

Ellen M. Cobau, RN
79 Otis St.
Melrose, MA 02176

Experience

Massachusetts General Hospital, Case Management
Nurse Case Manager, 2011-Present
Facilitate safe and effective discharge plans for medical and surgical patients. In collaboration with the multidisciplinary team, monitor patient progress and intervene as appropriate to ensure that the plant of care is patient-focused, high quality, efficient and cost-effective

City of Melrose, Health Department
Public Health Nurse, 2008-2011 & 2020
Investigated and instituted measures to prevent and contain communicable diseases in the City of Melrose and the Town of Wakefield. Responsible for management and distribution of state-issued vaccine; this included managing the distribution of vaccine during the Pandemic H1N1 Influenza 2009. Aided the Melrose Health Department during COVID-19 with contact tracing efforts to ensure compliance with Department of Public Health's Community Tracing Collaborative.

Hallmark Health VNA and Hospice
Weekend Telemonitor Nurse, 2008-2011
Monitored the clinical health of patients via assessment data transmitted into a web-based system. Intervened as appropriate.

Hallmark Health (Melrose-Wakefield Hospital), Department of Nursing
Staff Nurse 2003-2008
Managed the nursing care of medical-surgical patients in a fast-paced acute setting.
Served as unit preceptor and AHA CPR Instructor.

Education

Salem State University: Master of Science in Nursing, 2013
Regis College/LMH Collaborative ASN: Associate of Science in Nursing, 2003
Emory University: Master of Physical Therapy, 1986
Fairfield University: Bachelor of Science in Biology, 1984

Professional Interest

Presented research "Nurse Facilitated Telemonitoring: Impact on Heart Failure Outcomes"
Developed and presented webinar "Falls Prevention" MGH 2013
Strong interest in Social Determinants of Health

Attachment: Ellen_Cobau_Resume_Redacted (APPT-2023-14 : Appointment of Ellen Cobau to the Melrose Council on Aging)

Attachment: Ellen_Cobau_Resume_Redacted (APPT-2023-14 : Appointment of Ellen Cobau to the Melrose Council on Aging)

PLACEMAKING RESUME

ROBERT S. TULLIS

Formerly: Sr. VP & Director of Design, GID Development



Robert Tullis is a licensed architect who has practiced at his own firm and others in Boston for over forty years. For thirteen years he was a Vice President at Elkus Manfredi Architects, New England's largest architectural firm. He migrated to real estate development in 2008 and was Senior Vice President and Director of Design at the General Investment & Development Companies (GID), where he oversaw all design aspects of the GID Development Group's multifamily and mixed-use projects. He retired in September 2022.

Mr. Tullis has been involved in or directed the design of a number of well known mixed-use projects that feature placemaking as an essential component; including University Park at MIT in Cambridge MA, The Grove at Farmer's Market in Los Angeles CA, Americana at Brand in Glendale CA, and BelMar in Lakewood CO. He masterplanned and directed the design teams involved in GID's Regent Square Houston, High Street Atlanta, and Waterline Square Manhattan mixed-use projects. In his travels to U.S. cities and during his trips to Europe; he observes and photographs the distinctive places these cities are known for and cites them in his work.

Mr. Tullis was chair of the Boston Society of Architects' Placemaking Network for ten years; and developed and taught a Placemaking course at the Boston Architectural College, focusing on creation of vibrant, attractive, and memorable places within cities and towns and emphasizing the importance of an architect's awareness of the spaces between buildings and the characteristics that transform them from SPACE into PLACE.

Mr. Tullis's past speaking engagements include:

- BSA Placemaking Network 2009- "Metrics of Place vs. Space, what I re-learned on vacation"
- Build Boston in 2010- "Life in the Square, the role of the public plaza in urban placemaking" (organized forum and gave the keynote speech)
- Sugarland TX Land Use Forum 2014- "Town Square and Beyond, creating places for the community"
- Rice Design Alliance 2014- "Walkable Places"
- SNEAPA Conference 2015- "Exploring New Paradigms for 21st Century Placemaking"
- ABX Boston 2015- "Placemaking, A New Paradigm"
- BSA Placemaking Network 2016- four-part lecture series on the observers, researchers, theorists, and advocates of placemaking.
- BAC, Programming, Codes, & Human Factors, 2016 -2019 guest- "Use & Activity in Public Places"
- BSA Placemaking Network 2017- "Boston's Creek Square and Siena's Piazza del Campo"
- EM Summer Lecture Series 2017- Four Talks on Placemaking (posted on YouTube)
- Tufts University UX+Design Conference 2019- "Looking Backward to go Forward"
- Aspire 2021 AIA Conference- "Placemaking, how and why we react to architecture and landscape"
- Catholic University, Cognitive Architecture course 2022- "Placemaking, architectural form and space."

Mr. Tullis's publications include:

- "Looking Backward to go Forward?" In Urban Experience and Design, edited by Justin B. Hollander and Ann Sussman, Routledge, New York and London, 2021.
- "Programming Urbanism for Human Engagement." In Programming for Health & Wellbeing in Architecture, edited by A. Vernon Woodworth, Routledge, New York and London, 2022
- Currently working on a book- "Placemaking, designing the human-centered city square and public realm"

Mr. Tullis holds an A.B. from Colgate University (honors in Architectural Studies and Fine Arts) and an M.Arch from the Harvard Graduate School of Design. He is a member of the BSA, AIA, ULI, CNU, and is a LEED AP.

Attachment: Robert_Tullis_Resume (APPT-2023-15 : Appointment of Robert Tullis to the Historic District Commission)

Melrose MA Boards & Commissions Submit Date: Feb 20, 2023

Application Form

Profile

Robert
First Name

S
Middle Initial

Tullis
Last Name

[redacted]
Email Address

8 Thurston Road
Home Address

Suite or Apt

Melrose
City

MA
State

02176
Postal Code

What district do you live in?

☑ District 2

Mobile: [redacted]
Primary Phone

Home: [redacted]
Alternate Phone

Retired (architect & r.e. developer)
Employer

formerly- Sr. V.P. and Director of Design, GID Development Group
Job Title

Which Boards would you like to apply for?

Historic District Commission: Submitted

Interests & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

I am a retired architect, who most recently worked on the staff of a national R.E. Development company. In my 40 year career, I have a great deal of experience with historic buildings and historic districts. I have a specialty interest in placemaking, and am currently working on a book on the subject of how to design attractive and vibrant places in the midst of urban buildings. I am interested in serving Melrose, my home for over 30 years, in some capacity that draws on my experience and skills.

Placemaking_Resume.pdf
Upload a Resume

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Attachment: Robert_Tullis_LOI_Redacted 1 (APPT-2023-15 : Appointment of Robert Tullis to the Historic District Commission)

CITY OF MELROSE

OFFICE OF THE MAYOR

Paul Brodeur
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440
Fax - (781) 662-2182

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Melrose Historic District Commission
Date: April 11, 2023

I respectfully request the Honorable City Council confirm the appointment of Robert Tullis, 8 Thurston Road, to the Historic District Commission (HDC), for a three-year term set to expire on the last day of February 2026. Mr. Tullis' appointment replaces the membership of Justine Sterling, who is not seeking reappointment.

Mr. Tullis, an architect with 40 years of experience, has a real passion for architectural detail and knowledge of historic buildings and districts. As a member of the Library Building Committee, Mr. Tullis reviewed the plans for the Melrose Public Library Renovation Project, highlighting his interest and commitment to serving the Melrose community—a commitment he would like to continue by serving on the HDC.

Thank you for your consideration.

Attachment: Robert_Tullis_Memo_HDC_2023 (APPT-2023-15 : Appointment of Robert Tullis to the Historic District Commission)

CITY OF MELROSE Human Resources Department

Polina Latta
Director
Platta@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
(P) 781-979-4146
(F) 781-979-4246

To: President Jen Grigoraitis
Melrose City Council

CC: Mayor Paul Brodeur
Patrick Dello Russo, CFO/ Auditor
Margot Fleischman, Chief of Staff

From: Polina Latta, Human Resources Director

Re: Compensation and Classification Study

Date: March 24, 2023

In FY22 the City of Melrose hired a Human Resources Services, Inc. (HRS) to perform a comprehensive classification and compensation study of approximately 70 non-union positions including department heads and staff, which has not been done since 1988. The goal of this initiative was to invest in the City's role as an employer, and modernize and standardize our pay practices for non-union Managers and staff to provide for meaningful progression and promotion while ensuring compliance with the Fair Labor Standards Act and the Mass Pay Equity Act.

The study involved updating the job descriptions, classifying positions according to a uniform point analysis standard, surveying the market of comparable municipalities as needed to determine representative rates of compensation, and developing and recommending a new compensation and classification system for the non-union group of positions.

Based on internal and external equity, the study recommended replacing the current multiple non-union plans with one consolidated compensation and classification plan for the non-union positions. The proposed pay plan supports pay equity and hierarchy based on skill and job requirements. It consists of 23 pay grades and ten steps in each grade with minimum and maximum salary and 2% between steps. HRS recommended continuing the policy on pay steps for easier maintenance and consistency of the plan. The pay ranges targeted the 75th percentile of market, which was necessary in order to remain competitive as compared to other municipalities in Massachusetts.

Attachment: Comp and Class Funding Order 03242023 (APPRO-2023-19 : Non-Union salary adjustment for FY23 HRS compensation study)

This is a base salary plan and does not include compensation for stipends, cost-of living, benefits, or other compensation. For initial placement of employees within the plan, the City used the approach of placing at the step closest to but just above their current wage in order to not reduce the pay of any current employee. For employees whose salary was below the minimum of the pay range efforts were made to bring it into the range. To maintain fairness, it was recommended that should an employee salary fall above the upper limit of the range the City should maintain that salary and not reduce it.

The proposed pay structure is designed to provide appropriate compensation through the next three fiscal years. As position duties and responsibilities change over time or as new positions emerge, the consultant has furnished a tool to evaluate and measure the position against a common set of criteria in a systematic and objective manner to rank the job in the appropriate grade of the compensation structure.

In order to ensure that pay levels remain equitable and competitive the City was advised to maintain the current plan by applying cost-of-living increase across the entire compensation structure periodically, as determined by the administration, or the new compensation structure will become outdated, and the City will have difficulty recruiting talent, as we have witnessed in the past.

Therefore, we are requesting an appropriation in the amount of $167,310 (One Hundred Sixty-Seven thousand, three hundred and ten dollars) to fund a one-time salary adjustment for FY23 as recommended by the HRS compensation study. The requested appropriation is from the following accounts $159,784 from Free Cash (01-324001), $3,763 from Sewer Retained Earnings (6000-319000), $3,763 from Water – Retained Earnings (6100-319000) to various salary and wage lines as set forth herein.

Attachment: Comp and Class Funding Order 03242023 (APPRO-2023-19 : Non-Union salary adjustment for FY23 HRS compensation study)

Attachment: Solicitor Memo relative to funding HRS Compensation Study 03.27.23 (APPRO-2023-19 : Non-Union salary adjustment for FY23

CITY OF MELROSE **Legal Department**

Shannon Phillips
City Solicitor
sphillips@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone (781) 979-4184

MEMORANDUM

To: Paul Brodeur, Mayor
Margot Fleischmann, Chief of Staff & Director of Strategic Initiatives and Communications

cc: Polina Latta, Director of Human Resources and Labor Relations
Patrick Dello Russo, Chief Financial Officer/ City Auditor

From: Shannon Phillips, City Solicitor

Re: New Order for funding of the HRS Compensation Study

Date: March 27, 2023

I have been asked to provide this memorandum in regards to the expected submission of a new Order by your office requesting City Council to fund the HRS compensation study. Mainly, you have requested that I provide an opinion as to whether or not such a new request is legally valid and may be considered by City Council at this juncture in light of City Council's previous vote defeating a similar Order on February 6, 2023.

By way of background, previous *Order 2023-29* relative to funding the HRS compensation study first appeared on the City Council Agenda at Council's October 17, 2022 meeting. Said Order from your office requested as follows:

> *"An Appropriation in the amount of $167,310 (One Hundred Sixty-Seven thousand, three hundred and ten dollars) to fund the HRS compensation study. The requested appropriation is from the following accounts $159,784 from the Contract Stabilization fund (84042-590000), $3,763 from Sewer, Reserve for Retained Earnings (84152-590000) and $3,763 from Water, Reserve for Retained Earnings (84162-590000) to various salary and wage lines as set forth herein."*

This Order was then subsequently discussed in the Appropriations and Oversight Committee on November 7, 2022. It was then recommitted to Committee by City Council on December 19, 2022. On February 6, 2023 City Council took a full vote on this Order and the Order was defeated.

In my opinion, a new Order embodying substantially the same subject as *Order 2023-29* can be legally submitted to Council at this time for their consideration.

While City Council's Rules of Order do not allow for "any committee or member" of Council itself to introduce such an item within six months of its previous rejection, there is no rule barring the Mayor from requesting consideration of such an item. [1]

Furthermore, if there were such a rule that restricted your ability to make a communication or filing to Council based on the content/subject matter of a given Order, in my opinion this would be violative of your authority under the City Charter. Specifically, *Section 3-6(a)* of the Melrose City Charter gives you the clear authority to recommend to City Council for its consideration the passage of such measures as in your judgment the needs of the City so require.

Please do not hesitate to reach out to me directly with any questions or concerns in this regard.

[1] See *Rules of Order Melrose City Council* (Adopted January 2023), specifically Rule 37, pg. 13.

Attachment: Solicitor Memo relative to funding HRS Compensation Study 03.27.23 (APPRO-2023-19 : Non-Union salary adjustment for FY23

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

MEMORANDUM

To: Melrose City Council
From: Mayor Paul Brodeur
Re: Implementation of Compensation Plan in FY23
Date: April 3, 2023

As you are aware, last fall I requested an appropriation from the Contract and Wage Stabilization Fund to allow the City to implement the results of the City's recent compensation study. Although periodic review and adjustment of compensation plans is a standard best practice for municipalities in Massachusetts, until last year Melrose had not done such a study in several decades. Our external compensation study, which was funded by the City Council, resulted in a recommendation of $167,310 in one-time salary adjustments for FY23 order to ensure that our pay levels remain equitable and competitive.

At this time, I am requesting that the City Council consider an appropriation from Free Cash to fund implementation of this plan. I understand there was reluctance to increase any employee pay until the teacher and paraprofessional contracts were settled. Those contracts have been settled, as have DPW, crossing guards, police patrol officers, and police superior officers (tentative agreement). There are currently no collective bargaining units out of contract. It is now time to adjust the salaries of our non-union staff, and I would like to provide some further information on why this remains an important priority.

First and foremost, the City's non-union employees are entitled to the same fairness and equity in pay that we provide for all other City employees. While the City is under no legal obligation to implement the study, the study does indicate that we are out-of-market with respect to many positions, and our employees deserve competitive salaries.

In this challenging labor market, when municipalities across the Commonwealth are experiencing extreme difficulties in recruiting and retaining qualified candidates, we simply cannot afford to lose experienced staff through attrition because our pay rates are not competitive. This is certainly true of the positions that were included in the study, many of which are unique and require specific experience, advanced degrees, and specialized knowledge. Staff turnover in these roles causes disruptions in workflow of critical projects and incurs the financial costs of recruiting and onboarding of new employees. Loss of both institutional knowledge and workplace continuity also affects employee morale.

Taking into account the feedback provided by the Council, CFO Dello Russo will be building the compensation plan into our Fiscal Year 2024 operating budget. This, however, still leaves the matter of our non-union employees' pay adjustments in Fiscal Year 2023 (retroactive to July 1, 2022) on the table. It is not good budget practice to fund a current year operating expense in a subsequent year, so we wish to avoid the situation where the Fiscal Year 2024 budget is artificially increased in order to meet this one-time cost. We are therefore requesting that the City

Attachment: Comp and Class implementation memo to City Council (APPRO-2023-19 : Non-Union salary adjustment for FY23 HRS

Council appropriate these funds from Free Cash to make our employees whole for Fiscal Year 2023.

Not taking action to implement the compensation plan puts us even further behind our peer communities. It risks our employee's losing faith in the process with which they cooperated, and which was intended to create greater trust in the equity of their pay relative to their peers and to the regional labor market. I urge the Council to take this opportunity to fund the compensation increases recommended in the study.

Attachment: Comp and Class implementation memo to City Council (APPRO-2023-19 : Non-Union salary adjustment for FY23 HRS

CITY OF MELROSE

PATRICK D. DELLO RUSSO
CFO/City Auditor

AUDITOR'S OFFICE
City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4107
Fax - (781) 662-2182

To: Honorable City Council
City of Melrose

From: Patrick D. Dello Russo, MBA, MP
CFO/City Auditor

Date: March 28, 2023

Re: **Free Cash Appropriation Considerations for the remainder of the Fiscal Year.**

As the CFO/City Auditor, I submit this summary of Financial Management Strategies for the remainder of the Free Cash available for the remainder of the fiscal year. To-date: $3,423,471.07 is available of the $7,159,906 Certified.

Part I.

Reserves/Stabilization Funds & Management ($950,000)

The City of Melrose has established a number of Financially Strategic Stabilization Funds, with a collective balance just under $7.5 million dollars. This provides assurance to the community that we can meet a negative downturn in the economy or unanticipated costs, which could disrupt the delivery of services and negatively impact our operating budget at any given time within a fiscal year. There is "tremendous value here" in our collective decision to safeguard the assets of the community through the establishment of these funds. There is no greater priority from a financial perspective.

1. We have developed a **"Foundation Stabilization Fund" # 8401**, with a balance just under $3.9 million dollars. The request before you is to add the sum of $50,000 thousand dollars to this fund for a total of close to $3,95 million dollars. The City's goal is to have the Fund equate to 5% of the operating budget. In Fiscal 2023 that amount would be just over $4.7 million dollars. If approved, this would be a positive move in our efforts to reach that goal. The Massachusetts Municipal Association "best practice" includes adopting reserve funding targets of 5% or more based on the specifics of the municipal

Attachment: PDR-Freecashmemo (APPRO-2023-19 : Non-Union salary adjustment for FY23 HRS compensation study)

budget and consideration of spending and revenue risks. There is also a standing City Council Ordinance (Section 48-5) that speaks to the funding of the Stabilization Fund annually. We have also budgeted $50,000 to go into this fund as part of the standard annual operating budget request.

2. We have established a **"Contract Stabilization Fund" #8404,** with a balance of just over $882,000 thousand dollars. The request before you is to add the sum of $450,000 thousand dollars to this fund in order to insure that the city can fund negotiated collective bargaining agreements when settled, and non – union compensation obligations for example. This includes any retroactive payments relative to the respective contracts and non-union salary adjustments. To date, going into FY2024, the Fire Union is out of contract as of June 30, 2023. The target balance for this fund is $1.3 million dollars.

3. We have established a **Capital Stabilization Fund # 8405,** with a balance of just over $472,000 thousand dollars, and we seeking $100,000 dollars at this time as it mirrors our targeted amount of $550,000 at this time. Capital purchases in excess of $25,000 thousand dollars are funded from this source. This enables the city to add flexibility in addressing its' capital needs (pay as you go financing) for items that are not advantageous to issue debt on (departmental equipment, for example) and may be needed at any time during a fiscal year.

4. We have established a **Suits and Claims Stabilization Fund # 8406,** with a balance of over $496,378 thousand dollars. The city uses this fund to address costs associated with legal claims and suits that arise throughout the fiscal year. We are not seeking any funding at this time as it meets our target amount of $500,000 thousand dollars.

5. We have established a **"Special Education Stabilization Fund" #8408,** which is used to fund special education costs realized by the School Department that exceed its budgeted funds. We are requesting you to add $250,000 thousand dollars to this fund at this time. We currently have just over $502,000 thousand dollars in this fund. Our new target allocation is a standing balance of $750,000 thousand dollars given the increases in costs we are realizing.

Attachment: PDR-Freecashmemo (APPRO-2023-19 : Non-Union salary adjustment for FY23 HRS compensation study)

6. We have established a Statutory Fund under Chapter 32b, Section 20; called the **"OPEB Fund" #8407,** (Other Post Employment Benefits), with a balance of just over $1,038,000 thousand dollars. We are requesting the sum of $50,000 thousand dollars be added to this fund. The continued funding of this significant liability plays a "key" role in the determination of our Bond Rating by Standard and Poor's Rating Agency (please see most recent S & P report dated September 15, 2020). We have also incorporated a request for $50,000 thousand dollars as part of the standard annual operating budget request.

7. We have established an **"OSHA" Fund # 8409,** (Occupational Safety and Health Administration), stabilization fund with a current balance of over $204,000 thousand dollars. We are requesting the sum of $50,000 thousand dollars be added to this fund which would bring the balance to just over $250,000 thousand dollars. The City's target amount for this fund is $250,000 thousand dollars.

Part II.

Project/Program and Cost considerations ($1,158,893.48):

1. School Department Curriculum Program - $169,959.48
2. School Department Master Plan - $125,000
3. HRS Nonunion compensation plan funding - $159,784
4. DPW Tree Planting Program - $84,150
5. Radar Speed Signs and Traffic Study - $50,000
6. IT Investments in City/School Technology - $200,000
7. Accessibility and Adaptive Equipment Projects - $100,000
8. Medicare - $40,000
9. City Solicitor Liability Insurance Program - $30,000
10. HR Department - Workers Compensation - $150,000
11. Cemetery Department - $50,000

Attachment: PDR-Freecashmemo (APPRO-2023-19 : Non-Union salary adjustment for FY23 HRS compensation study)

Part III.

Open Items and Cost Considerations ($1,314,577.59):

1. Public Safety Overtime - $300,000
2. Snow & Ice Funding Contingency - $1,014,577.59

Summary Observations

Balance Information:

Part I. $ 950,000.00

Part II. $ 1,158,893.48

Part III. $ 1,314,577.59

Total: $ 3,423,471.07

In closing, it is always our intent to seek transfers to offset budgetary items that need supplemental funding such as Medicare for example, in lieu of using Free Cash Funds. The amounts represented here are estimates until a formal request is made from the Mayor to the City Council for funding. Supplemental items may be introduced, and some items may be changed in dollar scope as well as more information becomes available. In the event we do not have to use the Snow and Ice Funding Contingency, the Mayor will make an additional funding request to present to the City Council prior to the fiscal year end. The objective of this memorandum is to simply provide you with some perspective on items under consideration by the Office of the Mayor.

Cc: Honorable Mayor Paul Brodeur
Margot Fleischman, Director of Strategic Initiatives

Attachment: PDR-Freecashmemo (APPRO-2023-19 : Non-Union salary adjustment for FY23 HRS compensation study)

CITY OF MELROSE

Auditor's Office

Patrick D. Dello Russo
CFO/City Auditor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: April 3, 2023

Re: 4/3/23 Requested Free Cash Appropriations

Please be advised, if the following orders presented on the 4/3/23 agenda are approved the remaining balance in free cash would be as follows:

	APPRO Amount	Balance of Free Cash	Dept
Certified Free Cash for Fiscal 2022		**7,159,906.00**	
APPRO-2023-14 Passed 3/20/23	35,311.00	7,124,595.00	School
APPRO-2023-15 Passed 3/20/23	2,762,674.93	4,361,920.07	School
APPRO-2023-16 Passed 3/20/23	35,449.00	4,326,471.07	Elections
APPRO-2023-17 Passed 3/20/23	903,000.00	3,423,471.07	Public Safety
If APPRO-2023-19 is approved	*159,784.00*	*3,263,687.07*	*City Departments*
If APPRO-2023-20 is approved	*169,959.48*	*3,093,727.59*	*School*
If APPRO-2023-21 is approved	*125,000.00*	*2,968,727.59*	*School Facilities/Planning*

Attachment: 4-3-23balancememo (APPRO-2023-19 : Non-Union salary adjustment for FY23 HRS compensation study)

CITY OF MELROSE

PATRICK D. DELLO RUSSO
CFO/City Auditor

AUDITOR'S OFFICE
City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4107
Fax - (781) 662-2182

To: Honorable City Council
City of Melrose

From: Patrick D. Dello Russo, MBA
CFO/City Auditor

Date: March 28, 2023

Re: **Free Cash Appropriation Considerations for the remainder of the Fiscal Year.**

As the CFO/City Auditor, I submit this summary of Financial Management Strategies for the remainder of the Free Cash available for the remainder of the fiscal year. To-date: $3,423,471.07 is available of the $7,159,906 Certified.

Part I.

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Attachment: PDR-Freecashmemo (APPRO-2023-20 : An Appropriation from Free Cash to the School Department for Purchase of Curriculum.)

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Cc: Honorable Mayor Paul Brodeur
Margot Fleischman, Director of Strategic Initiatives

CITY OF MELROSE

Auditor's Office

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Telephone - (781) 979-4110

To: Honorable Mayor Paul Brodeur & City Council
City of Melrose

From: Patrick D. Dello Russo, CFO/City Auditor
City of Melrose

Date: April 3, 2023

Re: 4/3/23 Requested Free Cash Appropriations

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If APPRO-2023-21 is approved	*125,000.00*	*2,968,727.59*	*School Facilities/Planning*

Attachment: 4-3-23balancememo (APPRO-2023-20 : An Appropriation from Free Cash to the School Department for Purchase of Curriculum.)

MELROSE PUBLIC SCHOOLS

DATE: March 28, 2023

TO: Honorable Paul Brodeur, Mayor, Honorable Melrose City Council

Cc: Patrick Dello Russo, Chief Financial Officer, and Melrose School Committee

FROM: Ken Kelley, *Director of Finance and Administrative Affairs*

RE: FY23 MPS Free Cash request for curriculum materials

The District is respectfully requesting that the Mayor and City Council consider the following funding appropriation request for the Melrose Public Schools (MPS):

MPS has purchased and started installing the myView Literacy curriculum, published by Savvas, at the elementary level this school year. This is a multi-year purchase, and the second payment installment of $169,959.48, is due in June 2023. The below request will greatly assist the district in continuing the implementation of this literacy curriculum district wide.

Thank you for your consideration.

Transfer In Account: 1905
Second installment payment to Savvas for myView curriculum: $169,959.48

Attachment: CurriculumRequest (APPRO-2023-20 : An Appropriation from Free Cash to the School Department for Purchase of Curriculum.)

MELROSE PUBLIC SCHOOLS

DATE: March 28, 2023

TO: Honorable Paul Brodeur, Mayor, Honorable Melrose City Council

Cc: Patrick Dello Russo, Chief Financial Officer, and Melrose School Committee

FROM: Ken Kelley, *Director of Finance and Administrative Affairs*

RE: FY23 MPS Free Cash request for curriculum materials - updated March 30, 2023

The District is respectfully requesting that the Mayor and City Council consider the following funding appropriation request for the Melrose Public Schools (MPS):

MPS has purchased and started installing the myView Literacy curriculum, published by Savvas, at the elementary level this school year. This is a multi-year purchase, and the second payment installment of $169,959.48, is due in June 2023. Please see the myView program update enclosed below for your reference. The below request will greatly assist the district in continuing the implementation of this literacy curriculum district wide.

Thank you for your consideration.

Transfer In Account: 1905
Second installment payment to Savvas for myView curriculum: $169,959.48

Attachment: Memo to Mayor - myView free cash request udpated Mar30 2023 (APPRO-2023-20 : An Appropriation from Free Cash to the School

MELROSE PUBLIC SCHOOLS

📚 MyView Implementation Report - March 24, 2023

Summary

What follows is a high level overview of this year's Savvas MyView implementation thus far. While we are still learning about the program, overall, we are seeing success both with the use of the materials themselves and with the progress that students are making as evidenced by recent data team meetings and benchmark assessments.

In grades K-3 nonsense reading fluency, from the fall administration of the assessment to the winter, the percentage of students meeting or exceeding grade level benchmarks (Tier 1) increased from 63.82% to 87.57%, while the percentage of students at risk (Tier 3) decreased from 11.3% to 2.81%. These results indicate that the majority of students are able to decode grade level words based on phonics patterns. Daily phonics instruction is a routine part of the *MyView* literacy program in all grades. This data suggests that the repeated daily routine is supporting the growth in DIBELS nonsense-word fluency, words read correctly assessment.

In grades 1-5 in oral reading fluency, from the fall administration of the assessment to the winter, the percentage of students meeting or exceeding grade level benchmarks (Tier 1) increased from 75.55% to 89.07%. While the percentage of students at risk (Tier 3) decreased from 13.21% to 5.31%. Daily instruction using the MyView Literacy program supports oral reading fluency in multiple ways. Students are able to hear modeled fluent reading frequently from their teacher and then are given opportunities to practice reading with a partner.

Materials Status

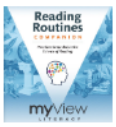
From late summer into early fall there were significant challenges with the receipt of materials. We were notified that subcontractors had been hired to package and ship materials from the warehouse and reliability was not consistent. We received boxes with packing slips that did not match what was inside, we were sent materials from another program, and we even received a shipment that was labeled to be sent to a school in Florida. Frustration was at an all time high as the school year began and many student consumables still had not arrived. As quickly as possible we instituted work-arounds, including photocopying consumable materials with permission from the publisher, and using hardcover consumables while we awaited the paperback style workbooks. By mid-October, all materials had finally arrived and in most classrooms, implementation was underway with fidelity. Here is a cataloged list of what we have received for each classroom space:

Attachment: Memo to Mayor - myView free cash request udpated Mar30 2023 (APPRO-2023-20 : An Appropriation from Free Cash to the School

MELROSE PUBLIC SCHOOLS

myView Literacy Resources

Component	Image	Notes	Component	Image	Notes
Student Interactive (K-5)		K-1 (5 books - 1 per unit) Grades 2-5 (vol 1 and 2)	Teacher's Edition (K-5)		5 Teacher's Editions (1 per unit) for each classroom teacher
Leveled Readers (K-5)		one library per classroom (usually comes in 2 boxes)	Leveled Reader Teacher's Guide (K-5)		one per classroom teacher
Trade Books (K-5)		5 different titles; one shrink-wrapped bundle for every student	Small Group Guide (K-5)		one per classroom teacher
Foundational Skills Kit (K-2)		one kit per classroom, K-2 Includes: Alphabet Cards, Decodable Readers, High-Frequency Word Cards, Letter Tiles, Picture Word Cards, Sound Spelling Cards (Grades 1-2)	Dual Language Educators' Implementation Guide (K-5)		one per classroom teacher
Big Book of Songs and Poems (K-1)		grades K-1	Big Books (K)		K only

Component	Image	Notes	Component	Image	Notes
myFocus Intervention Teacher's Guide (K-5)		one per classroom teacher	myFocus Reader (1-5)		one pkg (of 6) per classroom teacher
Assessment Guide (K-5)		one per classroom teacher	Progress Check Ups (K-5)		one per classroom teacher
Cold Reads for Fluency and Comprehension (1-5)		one per classroom teacher	Summative Assessments (K-5)		one per classroom teacher
Language Awareness Handbook (K-5)		one per classroom teacher	Reading Routines Companion (K-5)		one per classroom teacher

Attachment: Memo to Mayor - myView free cash request udpated Mar30 2023 (APPRO-2023-20 : An Appropriation from Free Cash to the School

MELROSE PUBLIC SCHOOLS



Classroom at a Glance: Digital Resources

Intervention Support	ELL Support	Writing Support	Additional Digital Resources
• myFocus Reader Online Teacher Support **Foundational Skills** • Phonics/Word Study Online Student Resources • High-Frequency Word Cards	• Language Awareness Handbook **Handwriting Support** • Handwriting Practice Online Student Resources • Handwriting Models	• Writing Workshop Minilessons • Writing Workshop Minilessons Student Practice • Writing Workshop Conference Notes Template Online Student Resources • Writing Workshop Student Feedback Template Online Student Resources • Writing Assessments • Writing Assessment Rubrics • Performance-Based Writing Assessments (Grades 2-5)	• Extension Activities Online Student Resources • Interactive Read Aloud Trade Book Lessons • Language and Conventions Online Student Resources • Spelling Online Student Resources • Project-Based Inquiry Rubrics • Leveled Research Articles (Grades 1-5) • Weekly Standards Practice PowerPoints® (Grades 2-5) • Think About It Interactives (Grades 3-5)

Professional Development

Thus far this year, Savvas has been on site for summer PD for staff and virtual during curriculum meeting times. After a couple of earlier sessions that did not meet our needs, we pulled our full day PD on November 8th in house and the PD was led by MaryAnn Barriss, Sue Jones and Mel Acevedo. We then attended a user group meeting and raised our concerns to the Head of PD at Savvas. Following that meeting, we had multiple sessions scheduled in order to collaboratively design future curriculum meeting sessions. There were subsequently two sessions that addressed the writing component of the MyView curriculum and one session where staff could choose between the following presentations: *Project-Based Inquiry in MyView, Small Group Resources in MyView or Foundational Skills, The Science of Reading in MyView.*

Future Professional Development Offerings

Our next PD opportunity will include on site embedded days where Savvas trainers will engage in model lessons, provide planning support, and work directly with our instructional coaches. In addition, two neighboring districts - North Reading and Arlington - have reached out to us to come and observe lessons in action. This speaks to our teachers' commitment to implementation with fidelity and I am excited we will be able to offer our support as other districts navigate their curriculum journey. We have also been asked to star in some Savvas training videos!

Attachment: Memo to Mayor - myView free cash request udpated Mar30 2023 (APPRO-2023-20 : An Appropriation from Free Cash to the School

MELROSE PUBLIC SCHOOLS

Long Term Visioning

In addition to continued, targeted PD, observations and support through the instructional coaches, and an expansion of the use of the materials to include all supporting elements as well as the project based inquiry in each unit, we also look forward to drawing more explicit cross curricular connections. Many of the anchor texts are non-fiction and often in the realm of science or social studies. We hope to therefore work with our 6-12 directors of science and social studies on how to best capitalize on those connections and grow more robust science and social studies lessons that are tied to the literacy anchor for the unit. In addition, our Literacy Task Force will be well underway as we enter the FY24 school year, and reviewing the components of the MyView program - through a records review and classroom observations - will be a high priority on their list of tasks.

Attachment: Memo to Mayor - myView free cash request udpated Mar30 2023 (APPRO-2023-20 : An Appropriation from Free Cash to the School

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

Date: April 27, 2023

To: Mayor Paul Brodeur

From: Elena Proakis Ellis, Director of Public Works

cc: Patrick Dello Russo, CFO/Auditor
Jim Troup, Deputy Director Admin & Finance
Vonnie Reis, City Engineer

Subject: Water and Sewer Enterprise Funds – Free Cash Request2

The City has recently opened bids for two important contracts for capital improvements in our water and sewer systems. For each of these contracts, we are requesting a free cash appropriation to allow us to sign the contracts for the full amount of the bids, including all additive alternates. The details are described below.

2023 Water Main Improvement Contract
Each year, the DPW Engineering Division bids and oversees a water main replacement project. This project is part of our "Multi-year Roadway and Utility Replacement Program" and typically focuses on streets where we have water main replacement needs along with roadway improvement needs. As part of this program, we also have National Grid replace any cast iron gas mains and services with plastic.

At this time, we are ready to perform water main replacement on the following streets that National Grid has either completed or is in the process of completing:

1. Trenton Street at the triangle with Washington Street, to replace a small section of substandard (2") water main with significant pressure problems
2. Nowell Road, and Henry Ave. from Highland to Nowell
3. Henry Ave. from Richardson Road to Nowell
4. Reading Hill Ave.
5. Sewall Woods Road

Attachment: Water and Sewer Request Spring 2023 (APPRO-2023-22 : Appropriation from Water and Sewer Enterprise Fund Retained Earnings)

Based on construction cost estimates and available funds, we determined that we could perform items #1 and #2 from this list as our "base bid" for our 2023 Water Main Improvements Project. Given construction market uncertainty, we bid #3 and #4 as "additive alternates." We concluded that item #5 would need to be bid during the 2024 construction season, as it exceeded all possible funding sources. The low bidder's prices were as follows:

Base Bid (Items #1 and #2): $757,626.90
Add Alternate A (Item #3): $164,479.05
Add Alternate B (Item #4): $344,438.35

We are hereby requesting $440,000 of retained earnings from the Water Enterprise Fund to supplement our MWRA loans and applicable operating budget line items, to allow us to award the complete contract to construct items #1 through #4 during the 2023 construction season. Nowell Road and Reading Hill Avenue, in particular, have been ranked in "poor" roadway condition for several years, and we do not want to delay our ability to pave these roads in 2024. This supplemental funding will allow us to complete these projects and prepare these roadways for paving next construction season.

Sewer Pump Station Generators
In FY22, the City Council approved $400K of retained earnings to design and construct backup power generators at the Upham and Fellsway Sewer Pump Stations, which are the largest two sewer pump stations in Melrose. These stations do not presently have functioning backup power. We hired BETA Group to design the stations at a cost of $82,950, which includes construction administration.

Given that the generator installation would involve significant site disruption, we included additive alternates to replace the fencing at both stations at the completion of construction and to perform final landscaping to screen the generators. There are economies of scale in performing this work simultaneously with the generator project.

We recently opened bids, and the low bid was as follows:

Base Bid (generators and appurtenances): $416,750
Add Alternate A (fencing at Fellsway station): $33,000
Add Alternate B (fencing at Upham Station): $58,850
Add Alternate C (landscaping/screening): $10,000

Our recommendation is to complete the entire scope, including Add Alternates A, B, and C. The total cost of the project, including design and construction administration, is $601,550. In order to carry a construction contingency of approximately 5%, we are hereby requesting $230,000 from retained earnings in the Sewer Enterprise Fund.

We respectfully request your consideration of both of these retained earnings allocations. Thank you.

Attachment: Water and Sewer Request Spring 2023 (APPRO-2023-22 : Appropriation from Water and Sewer Enterprise Fund Retained Earnings)

CITY OF MELROSE

SOLDIERS & SAILORS MEMORIAL BUILDING

590 Main Street
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Telephone (781) 979-4185
www.melrosememorialhall.com

KATHY PIGOTT-BRODEUR
Executive Director/Operations Manger
Kpigottbrodeur@cityofmelrose.org

MEMORANDUM

TO: Margot Fleischman
CC: Patrick Dello Russo
FR: Kathy Pigott-Brodeur, Executive Director/Operations Manager, Memorial Hall
DATE: April 10, 2023
RE: Free Cash Request

Margot:

As per my email, Memorial Hall needs repairs to the pipes and pump replacement on the boilers.

Vendor	org/obj	Request	Item
West Mechanical	016932-551072	$12, 310.00	repair to Boiler pipes and pumps*

*Quote attached with details of repairs

This work will be completed by the HVAC service contractor West Mechanical. Please include this in the Free Cash Request to the City Council.

Thank you,

Kathy P-B

Kathy Pigott-Brodeur
Executive Director, Soldiers and Sailors Memorial Building (Melrose Memorial Hall)

Attachment: Memorial Hall April 2023 boiler repair Free Cash request (APPRO-2023-24 : An Appropriation from Free Cash for Memorial Hall

WEST Mechanical, Inc.
P.O. Box 2627, Westwood, MA 02090
Tel. (781) 461- 9520
Fax (781)461-9522

Master Plumber's Lic. No. 7386
Refrigeration Contractor's Lic. No. 1517
Master Pipefitter's Lic. No. 547
Sprinkler Contractor's Lic. No. 422

PROPOSAL

TO:	**JOB NAME/LOCATION:**	**DATE**:
Memorial Hall 590 Main St Melrose, MA	Repair Boiler Piping	1/13/2023

We are pleased to provide you with our proposal to replace the leaking circulator pump and repair piping on the boilers, at the above referenced location.

Our price includes the following:

- Disconnect pump and piping on boilers
- Furnish and install (1) ¼ hp Armstrong circulator pump
- Provide new piping, valves, and fittings from new pump to boilers
- Insulate new piping
- Reconnect wiring on pump
- Leak test and fill
- Start-up boilers

Currently, the pump is in stock at this time.

WE PROPOSE hereby to furnish material and labor-complete in accordance with the above specifications, for the sum of:

$12,310.00
Twelve Thousand Three Hundred Ten Dollars

Payment to be made as follows:

WITHIN 30 DAYS OF INVOICE DATE

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Our workers are fully covered by Workers' Compensation Insurance. Note: This proposal may be withdrawn if not accepted within 30 days.
Disclaimer: Any and all legal costs and/or related fees due to collection efforts will be at the customer's expense.

Signature _____
WEST MECHANICAL, INC.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____

Attachment: Memorial Hall - Pump $12,310.00 2023 (APPRO-2023-24 : An Appropriation from Free Cash for Memorial Hall Boiler Repair)

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

James Troup
Assistant Director – Administration & Finance

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: jtroup@cityofmelrose.org

MEMORANDUM

To: Mayor Paul Brodeur
Melrose City Council

From: James Troup, Assistant DPW Director – Administration and Finance

cc: Patrick Dello Russo, CFO/Auditor
Kerriann Golden, Assistant City Auditor
Margot Fleischman, Director of Strategic Initiatives
Elena Proakis Ellis, DPW Director
Jay McNeil, Facilities Manager

Date: April 11, 2023

Re: FY2023 Free Cash Appropriation for Franklin School Window Replacement

In collaboration with the City of Melrose School Department, the Department of Public Works requests your consideration for an appropriation of $300,000.

The window bays at the Franklin School have long exceeded their useful life. In April 2023, Phase I of the window replacement will take place and address the most critical of conditions. The selected contractor will perform the work over the April vacation week and while the school is vacant. Phase II is planned to take place over the summer break and will address 5 bays (10 windows). Plans to accommodate the summer programs are already under consideration in anticipation of this critical project. The remaining windows at the school will continue to be part of our Capital Improvement Plan for future capital funding.

The full scope of the work includes the replacement of 5 bays (10 windows), industry testing (heat, water, air, structural), and required masonry in the general area of the windows. The scope also includes an allowance for additional work that may be required and for conditions that are currently unforeseen. The selected vendor performs this work under the State TRD01 Contract. The project schedule considers current industry lead times for materials and ensures completion of this project ahead of the 2023-34 School Year.

Thank you very much for your consideration on this project and this much needed investment in our School Buildings.

Feel welcome to contact us with any further questions.

Attachment: Franklin Window Appropriation FY23 (APPRO-2023-23 : An Appropriation from Free Cash to Public Works Account)

Attachment: IMG_6055(1) (APPRO-2023-23 : An Appropriation from Free Cash to

Proposal

76221

Date: 03/31/2023

Suburban Glass & Mirror, Inc
60 Powdermill Rd. Acton, MA. 01720

Billed To: City of Melrose
DPW City Yard
72 Tremont St
Melrose MA 02176

Job # 32662
Project: 16 Franklin St
Franklin School Sumer Window Replaceme
Melrose MA
Jay McNeil
781-665-0142

This quote is valid until: 05/01/2023

Scope:

We will supply materials and labor to remove and replace (5) bays (10 windows) at the Franklin School on the various floors. We will use an aerial lift to access the areas, we will then have an abatement company set up protection and remove the windows, frames, and surrounding caulking as needed. We will then have a hygienist clear the area and dispose of the materials off site per code. We will then furnish and install the new windows. New windows to be: Universal Windows to match mock up windows. Windows to be 550 series, sub sill, ultralift balances, pole operated lock. There will be an uneven orientation (2/3 fixed and 1/3 operable). (3) pieces per opening with the (2) ends having operable windows and the middle being fixed. Finish will be dark bronze. Glass to be double glazed low-e and argon tempered safety glass. The operable windows will have half screens with charcoal fiberglass mesh. We will caulk the exterior of the window with Dow 795 structural silicone and then install wood trim or break metal where required on the interior of the frame.

Note: Lead time for windows is approx. 8 weeks from time of order. No testing figured at this time (see additional pricing for testing). No permits or bonds figured at this time. If a permit is required, it will be the cost of the permit plus $1,000.00.

Excludes: Off hour work, unforeseen conditions, accidental damage to landscaping, permits and bonds.

Labor: $49,210.00
Materials: $179,430.00

Work to be performed under state contract TRD01. Prevailing wage rates apply.

Exclusions to bid:
Unforeseen conditions, off hour work, permits, bonds, hazardous removal, testing

Suburban glass and mirror co. Inc. Is not responsible for accidental damage to customer's glass in the removal, transport, storage or install of said items.
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this price. Owner to carry fire, tornado, and other necessary insurance.
Our workers are fully covered by workman's compensation insurance.
This price is valid for thirty (30) days.

Total	**228,640.00**

Attachment: Franklin, Suburban Glass Proposal 76221l Summer Windows(5) Replacement, 4.23 (APPRO-2023-23 : An Appropriation from Free

Proposal

76222

Date: 03/31/2023

Suburban Glass & Mirror, Inc
60 Powdermill Rd. Acton, MA. 01720

Billed To: City of Melrose
DPW City Yard
72 Tremont St
Melrose MA 02176

Job # 32663
Project: 16 Franklin St
Franklin School Re-pointing
Melrose MA
Jay McNeil
781-665-0142

This quote is valid until: 05/01/2023

Scope:

We will supply materials and labor to repoint several miscellaneous areas around the building as shown during our walk thru. We will use an aerial lift to access the areas. We will saw cut out the damaged mortar joints, clean and prep the areas, and replace with new S type mortar. This price is based upon 1000 lineal feet of pointing replacement.

Note: these are best effort repairs, no waterproofing, structural work figured

Excludes: off hour work, unforeseen conditions, structural work

Base Price: $18,600.00

Alternate: Each additional lineal foot over the allowed 1000 feet. Minimum 5 lineal feet per area
Add to base price per foot: $20.40

Work to be performed under state contract TRD02. Prevailing wage rates apply.

Exclusions to bid:
Unforeseen conditions, off hour work, permits, bonds, hazardous removal, testing

Suburban glass and mirror co. Inc. Is not responsible for accidental damage to customer's glass in the removal, transport, storage or install of said items.
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this price. Owner to carry fire, tornado, and other necessary insurance.
Our workers are fully covered by workman's compensation insurance.
This price is valid for thirty (30) days.

Total	**18,600.00**

Attachment: Franklin, Suburban Glass Proposal 76222 spot Re-pointing, 4.23 (APPRO-2023-23 : An Appropriation from Free Cash to Public

Proposal

76228

Date: 03/31/2023

Suburban Glass & Mirror, Inc
60 Powdermill Rd. Acton, MA. 01720

Billed To: City of Melrose
DPW City Yard
72 Tremont St
Melrose MA 02176

Job # 32668
Project: 16 Franklin St
Testing of franklin school windows
Melrose MA
Jay McNeil
781-665-0142

This quote is valid until: 05/01/2023

Scope:

We will supply materials and labor to perform job specific testing on the windows per the mock up. Testing will be performed off site. Testing to be performed: Air, water, structural. We will provide a monitor test report once completed.

Thermal testing not figured in pricing at this time (waiting on pricing back). For budget purposes figured the total for testing including thermal testing to be $20,000.00.

Price below is all testing less thermal.

Excludes: off hour work, unforeseen conditions and thermal testing.

Work to be performed under state contract TRD01. Prevailing wage rates apply.

Exclusions to bid:
Unforeseen conditions, off hour work, permits, bonds, hazardous removal, testing

Suburban glass and mirror co. Inc. Is not responsible for accidental damage to customer's glass in the removal, transport, storage or install of said items.
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this price. Owner to carry fire, tornado, and other necessary insurance.
Our workers are fully covered by workman's compensation insurance.
This price is valid for thirty (30) days.

Total	**16,875.00**

Attachment: Franklin, Suburban Glass Proposal 76228 for Testing of Franklin School windows, 4.23 (APPRO-2023-23 : An Appropriation from

CITY OF MELROSE

OFFICE OF THE MAYOR

PAUL BRODEUR
Mayor

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

To: Melrose City Council

From: Lauren Grymek, Director of Economic Development

Re: Acceptance of Massachusetts Cultural Council Grants

Date: April 5, 2023

On behalf of Mayor Brodeur, I am pleased to present the Honorable City Council with a request to accept funding from the Massachusetts Cultural Council (MCC) in the form of two grants, both in the amount of $2,500.

These two grants are being awarded for the City of Melrose's Dance for Community, held on October 8, 2022 and the Melrose Community Iftar Celebration, scheduled for April 8, 2023.

Both grants come from the MCC's FY23 Festivals Program which began accepting applications on October 22, 2022 for activities made available to the public between July 1, 2022, and June 30, 2023. 100% of the funds will be disbursed to the City upon receipt of the signed MCC Standard Contract Forms for each grant. There is no match required.

Dance for Community Event Summary:
The family-friendly event, initiated by the Melrose Human Rights Commission and the Mayor's DEI Advisory Task Force, was held on Saturday, October 8, from 2 p.m.—5 p.m. in front of City Hall on Essex Street. The event centered around community re-unification and featured local artists, food, and free community dance lessons by Melrose resident Jen Earls, founder of Dance for Humanity. Dance for Humanity is an organization based around community-building through dance, with a mission of helping people connect with themselves, each other and the land for greater health, happiness, and wellbeing.

5th Annual Community Iftar Celebration Summary:
The Melrose Human Rights Commission's Annual Community Iftar Celebration brings residents this annual program in honor of Ramadan and Islamic traditions. Iftar is the traditional fast-breaking meal eaten at sunset during Ramadan.

I respectfully request acceptance of these two grants.

Thank you for your consideration.

Attachment: Memo to Melrose City Council Re MCC Grants FY 23 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council Grants)

Mass Cultural Council

April 01, 2023

Dear Lauren Grymek,

We are pleased to inform you that City of Melrose has been approved for a Festivals & Projects grant of $2,500 (FY23-FE-PRJ-48699) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY23 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to our Fiscal Department by April 28, 2023. This will help us process your grant as quickly as possible. For questions about the contract, please contact Marc Sulmonte at 617-858-2823 or marc.sulmonte@mass.gov. For questions about the program please contact Festivals.Projects@mass.gov.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

Nina Fialkow
Chair

Michael. J. Bobbitt
Executive Director

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

Contract Package Instructions

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

Instructions for Completing the Contract Package

1. **Standard Contract:** Print and sign the attached contract. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.

2. **Massachusetts W-9:** https://www.macomptroller.org/wp-content/uploads/form_w-9.pdf. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.

3. **Contractor Authorized Signatory Listing:** https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents. **You are not required to have it notarized; the second page of the document is optional.**

4. **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** https://www.mass.gov/doc/electronic-funds-transfer-sign-up-form-0/download. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.

5. **Attachment A:** Review this document and include a copy of this in your return package.

6. **Attachment B:** Review this document and include a copy of this in your return package.

7. **Attachment D:** Review and sign this document and include a copy of this in your return package.

All documents must be returned via mail. Please mail to:

Mass Cultural Council
c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

6.C.1.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: Massachusetts Cultural Council** **MMARS Department Code: ART**	
Legal Address: (W-9, W-4): City Hall 562 Main Street Melrose MA 02176-3113		**Business Mailing Address: 10 Saint James Ave., 3rd Fl., Boston, MA 02116**	
Contract Manager: Lauren Grymek	**Phone: 781-979-4117**	**Billing Address (if different):**	
E-Mail: lgrymek@cityofmelrose.org	**Fax:**	**Contract Manager: Marc Sulmonte**	**Phone: 617-858-2823**
Contractor Vendor Code: VC6000192116		**E-Mail: marc.sulmonte@mass.gov**	**Fax:**
Vendor Code Address ID (e.g. "AD001"): AD001. **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s):**	
		RFR/Procurement or Other ID Number: FY23-FE-PRJ-48699	

_X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
_X_ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): _X_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_X_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$2,500**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _X_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
This is a grant of financial assistance for a free public event hosted in downtown Melrose along Essex Street to allow for post-pandemic community re-unification and fun, while showcasing a diverse array of vendors, artists and community leaders.

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 _____, **20**__, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
_X_ 3. were incurred as of **July 01, 2022**, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____.
Print Title: _____.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: David T. Slatery.
Print Title: Deputy Director.

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Melrose

ADDRESS: City Hall 562 Main Street Melrose MA 02176-3113

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance for a free public event hosted in downtown Melrose along Essex Street to allow for post-pandemic community re-unification and fun, while showcasing a diverse array of vendors, artists and community leaders.

APPLICATION #: FY23-FE-PRJ-48699

TOTAL MAXIMUM OBLIGATION OF CONTRACT: $2,500

CONTRACT START DATE: July 01, 2022

CONTRACT TERMINATION DATE: June 30, 2023

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **April 28, 2023**.

DATE ANNUAL OR FINAL REPORT IS DUE: July 14, 2023

PAYMENT: For Festival and Project Grants, the Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES (*if blank there are none*)**:**

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

ATTACHMENT B: Additional Terms & Conditions

1. SCOPE OF CONTRACT. The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY23 Festivals & Projects guidelines (the "Guidelines"), as posted on www.massculturalcouncil.org. The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES. The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS. The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

ATTACHMENT D
CREDIT and PUBLICITY AGREEMENT
between the
MASS CULTURAL COUNCIL and GRANTEES

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of CIP Portfolio and CIP Gateway grants must meet specific advocacy requirements in order to remain eligible for funding**. Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

Mass Cultural Council Credit Logo: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.

b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.

c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.

d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.

e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.

f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

Verbal Credit: When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

3. DONOR RECOGNITION
Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

4. COLLABORATORS
Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

5. CO-SPONSORSHIP
Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

6. ADDITIONAL REQUIREMENTS
Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

_____

Print the Grant Recipient or Organization Name

_____

Signature of Person Responsible for Grant Recipient's Publicity and Publications

Date

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

Check off each of following items to indicate they are in your completed package before mailing it to Mass Cultural Council:

- ☐ **This Checklist:** Have you double checked all the items on the list?
- ☐ **Standard Contract Form:** Is it signed and dated? Does it have the "wet" signature?
- ☐ **Massachusetts W-9:** Is it signed and dated? Does it have the "wet" signature?
  - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your organization's information. You do not need to complete a new form.**
- ☐ **Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the "wet" signature? **We need this again even if you have sent it previously.**
- ☐ **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** Is it signed and dated? Does it have the "wet" signature?
  - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your banking information. You do not need to send a new form.**
- ☐ **Voided Check or Bank Letter:** Did you include the required document along with the EFT Authorization Agreement?
- ☐ **Attachment A:** Please return this printed attachment, so we have the full contract package on file.
- ☐ **Attachment B:** Please return this printed attachment, so we have the full contract package on file.
- ☐ **Attachment D:** Is it signed and dated?

YOUR INITIALS: _____

All documents must be returned via mail. Please mail to:

Mass Cultural Council
c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

Mass Cultural Council

March 31, 2023

Dear Randall Carter,

We are pleased to inform you that City of Melrose for Melrose Human Rights Commission has been approved for a Festivals & Projects grant of $2,500 (FY23-FE-PRJ-52825) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY23 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to our Fiscal Department by April 28, 2023. This will help us process your grant as quickly as possible. For questions about the contract, please contact Marc Sulmonte at 617-858-2823 or marc.sulmonte@mass.gov. For questions about the program please contact Festivals.Projects@mass.gov.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

Nina Fialkow
Chair

Michael. J. Bobbitt
Executive Director

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

Contract Package Instructions

Instructions for Completing the Contract Package

1. **Standard Contract:** Print and sign the attached contract. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.

2. **Massachusetts W-9:** https://www.macomptroller.org/wp-content/uploads/form_w-9.pdf. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.

3. **Contractor Authorized Signatory Listing:** https://www.macomptroller.org/wp-content/uploads/form_contractor-authorized-signatory-listing.pdf. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents. **You are not required to have it notarized; the second page of the document is optional.**

4. **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** https://www.mass.gov/doc/electronic-funds-transfer-sign-up-form-0/download. Download the form, complete it, print it and sign it. We need the original copy with the "wet" signature, we cannot accept copies or scanned documents.

5. **Attachment A:** Review this document and include a copy of this in your return package.

6. **Attachment B:** Review this document and include a copy of this in your return package.

7. **Attachment D:** Review and sign this document and include a copy of this in your return package.

All documents must be returned via mail. Please mail to:

Mass Cultural Council
c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

6.C.1.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 for Melrose Human Rights Commission **(and d/b/a):**	**COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council** **MMARS Department Code: ART**
Legal Address: (W-9, W-4): City Hall 562 Main Street Melrose MA 02176-3113	**Business Mailing Address: 10 Saint James Ave., 3rd Fl., Boston, MA 02116**
Contract Manager: Randall Carter **Phone: 617-899-2346**	**Billing Address (if different):**
E-Mail: randallcarter89@gmail.com **Fax:**	**Contract Manager: Marc Sulmonte** **Phone: 617-858-2823**
Contractor Vendor Code: VC6000192116	**E-Mail: marc.sulmonte@mass.gov** **Fax:**
Vendor Code Address ID (e.g. "AD001"): AD001. **(Note: The Address ID must be set up for EFT payments.)**	**MMARS Doc ID(s):** **RFR/Procurement or Other ID Number: FY23-FE-PRJ-52825**

_X_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
_X_ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
__ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): _X_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_X_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). **$2,500**

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _X_ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)
This is a grant of financial assistance for Melrose Community Iftar Celebration.

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 _____, **20**__, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date**.**
_X_ 3. were incurred as of **July 01, 2022**, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2023,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: _____.
Print Title: _____

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. **Date:** _____.
(Signature and Date Must Be Handwritten At Time of Signature)
Print Name: David T. Slatery.
Print Title: Deputy Director.

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Melrose for Melrose Human Rights Commission

ADDRESS: City Hall 562 Main Street Melrose MA 02176-3113

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance for Melrose Community Iftar Celebration.

APPLICATION #: FY23-FE-PRJ-52825

TOTAL MAXIMUM OBLIGATION OF CONTRACT: $2,500

CONTRACT START DATE: July 01, 2022

CONTRACT TERMINATION DATE: June 30, 2023

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **April 28, 2023**.

DATE ANNUAL OR FINAL REPORT IS DUE: July 14, 2023

PAYMENT: For Festival and Project Grants, the Contractor will be reimbursed one hundred percent (100%) of the Contract amount upon receipt of a completed and authorized Contract. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES (*if blank there are none*)**:**

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

ATTACHMENT B: Additional Terms & Conditions

1. SCOPE OF CONTRACT. The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY23 Festivals & Projects guidelines (the "Guidelines"), as posted on www.massculturalcouncil.org. The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES. The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS. The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

ATTACHMENT D
CREDIT and PUBLICITY AGREEMENT
between the
MASS CULTURAL COUNCIL and GRANTEES

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of CIP Portfolio and CIP Gateway grants must meet specific advocacy requirements in order to remain eligible for funding**. Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

Mass Cultural Council Credit Logo: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.

b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.

c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.

d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.

e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.

f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

Verbal Credit: When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

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Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

5. CO-SPONSORSHIP
Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

6. ADDITIONAL REQUIREMENTS
Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

_____
Print the Grant Recipient or Organization Name

_____
Signature of Person Responsible for Grant Recipient's Publicity and Publications Date

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

Contract Package Checklist

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- ☐ **Standard Contract Form:** Is it signed and dated? Does it have the "wet" signature?
- ☐ **Massachusetts W-9:** Is it signed and dated? Does it have the "wet" signature?
  - ☐ **OR, check this box if you have previously submitted this form and there have been no changes to your organization's information. You do not need to complete a new form.**
- ☐ **Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the "wet" signature? **We need this again even if you have sent it previously.**
- ☐ **Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** Is it signed and dated? Does it have the "wet" signature?
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- ☐ **Voided Check or Bank Letter:** Did you include the required document along with the EFT Authorization Agreement?
- ☐ **Attachment A:** Please return this printed attachment, so we have the full contract package on file.
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- ☐ **Attachment D:** Is it signed and dated?

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c/o Fiscal Department
10 Saint James Ave., 3rd Fl.
Boston, MA 02116

Attachment: Mass Cultural Council Contracts for Grants_City and HRC 4 2023 (GRANT-2023-9 : Acceptance of Massachusetts Cultural Council

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

James Troup
Assistant Director – Administration & Finance

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: jtroup@cityofmelrose.org

April 10, 2023

To: Paul Brodeur, Mayor
Margot Fleischman, Director of Strategic Initiatives
Patrick Dello Russo, CFO/Auditor

From: James Troup, DPW Deputy Director Administration and Finance

Cc: Elena Proakis Ellis, DPW Director
Jay McNeil, Facilities Director
Edward Collina, Fire Chief

RE: Fire Headquarters Earmark

In anticipation of the acceptance of the Commonwealth of Massachusetts Earmark of $150,000 to support the Melrose Fire Department for repairs to the Fire Headquarters building, please accept this memo as a general outline of proposed work that the Department of Public Works will oversee.

- Engineering/Architect Study for proposed Electrical and Structural upgrades/improvements.
- Deep cleaning of all upholstered and tiled floor coverings.
- Reconstructed Murphy bed in the dispatch area.
- Window and door replacements.
- Upgrades to the living quarters, including but not limited to kitchen cooking area, dining area, sleeping quarters, locker facilities.
- Masonry repairs.
- Flooring repairs.
- Roof repairs.
- Storage improvements.

We anticipate the full allotment of this Earmark Obligation to be used to make repairs and renovations that best serve the Firefighters located at the Fire Headquarters Building. Through collaboration with the City's Administration and the Fire Chief, we will determine the specific scope of work that maximizes the value of the proposed renovations and greatly improves the living conditions.

Thank you very much for your consideration. Please feel welcome to contact us with any questions you may have.

Attachment: Fire HQ Earmark Memo (GRANT-2023-10 : Acceptance of State Funding for Fire Headquarters Repairs)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office fohis form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: https://www.macomptroller.org/forms. Forms are also posted at OSD Forms: https://www.mass.gov/lists/osd-forms.

CONTRACTOR LEGAL NAME: City of Melrose (and d/b/a):		**COMMONWEALTH DEPARTMENT NAME: Department of Fire Services** **MMARS Department Code: DFS**	
Legal Address: (W-9, W-4): 552 Main Street, Melrose, MA 02176		**Business Mailing Address: P.O. Box 1025, Stow MA 01775**	
Contract Manager: Chief Edward J. Collina	**Phone: 781-979-4404**	**Billing Address (if different):**	
E-Mail: ecollina@cityofmelrose.org	**Fax: 781-662-2304**	**Contract Manager: David Clemons**	**Phone: 978-567-3179**
Contractor Vendor Code: VC6000192116		**E-Mail: David.Clemons@mass.gov**	**Fax: 978-567-3121**
Vendor Code Address ID (AD001) **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s):** **RFR/Procurement or Other ID Number: Legislative Exemption**	

_x_ NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
_x_ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, **20___.**
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): _x_ Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
__ **Rate Contract.** (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
_x_ **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended) $ 150,000.00 .

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: **x** agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This grant is for the City of Melrose to support the Melrose Fire Department for repairs to the headquarters, as specified in line item 1599-6090 of chapter 268 of the Acts of 2022. Funds are to be used in accordance with the Earmark Statement of Work only.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_x_ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 2. may be incurred as of _____, **20___** , a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date**.**
__ 3. were incurred as of _____, **20___** , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **December 31, 2026,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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: David Clemons
Print Title: Director of Operations

Attachment: 2023 Melrose Contract (GRANT-2023-10 : Acceptance of State Funding for Fire Headquarters Repairs)

§ 143-1. Issuance of licenses; fees. [Amended 5-20-2002 by Ord. No. 02-303]

A. The City Council may, upon petition, license suitable persons to be dealers in or keepers of shops for the purchase, sale and barter of junk, old metals or secondhand articles, at such places as may be designated in such licenses, and also junk collectors to collect by purchase or otherwise from place to place in the City junk, old metals and secondhand articles under the rules, regulations and restrictions hereinafter prescribed, which shall be expressed in every such license, provided that no such license shall be issued or in force unless all scales, weights and measures which are to be used by the applicant in his/her business under the license shall have been inspected, tested and sealed by the Sealer of Weights and Measures immediately before the issuance of the license.

B. Such licenses may be granted during the month of April to take effect on the first day in May next following. The fee for a license to be a dealer in, or keeper of a shop for, the purchase, sale and barter of junk, old metals or secondhand articles shall be $125, and the fee for a license to be a junk collector shall be $150.

State law references — Junk and junk dealers, MGL c. 140, §§ 54 to 56; license fees, MGL c. 140, § 202; effective date of licenses, MGL c. 140, § 203.

Attachment: 13048 (LIC-2023-13 : License: 2nd Hand Dealer Renewals 2023)

Owner	Location of Storage / Garage	Location of Storage/Garage	Gas/Storage use	Owner2	City	State	Zip	Granted Date	DOB 1	Mailing address	Mailing City, State, Zip
17 Upham Street Realty Trust	**19**	**Upham Street**	Maintain garage for storage of 20 motor vehicles with gasoline in tanks of same	c/o Alfred DiCarlo, Trustee	Melrose	MA	02176	2/16/1953	c/o Alfred DiCarlo, Trustee	P.O. Box 5856	Salisbury, MA 01952
17 Upham Street Realty Trust	**17-19**	**Upham Street**	Maintain garage for storage of 25 motor vehicles with gasoline in tanks of same	Alfred DiCarlo	Melrose	MA	02176	2/16/53	Alfred DiCarlo	P.O. Box 5856	Salisbury, MA 01953
184-190 Sylvan St. Condo Trust	**184**	**Sylvan Street**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same	Real Property Management Boston	Melrose	MA	02176	7/25/66,	c/o Javier Solorzano	179 Boylston Street	Jamaica Plain
184-190 Sylvan St. Condo Trust	**190**	**Sylvan Street**		Real Property Management Boston	Melrose	MA	02176	7/25/66,	c/o Javier Solorzano	179 Boylston Street	Jamaica Plain
481 Lebanon Condominium Trust	**481**	**Lebanon Street**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same	c/o Kate Richards	Melrose	MA	02176	11/1/26	c/o Kate Richards	481 Lebanon St, Unit 2	Melrose, MA 02176
Caruso Home Stylists, Inc.	**22**	**Greenwood**	Maintain garage for storage of 24 motor vehicles with gasoline in tanks of same	c/o Leonard Caruso	Melrose	MA	02176	5/18/64	c/o Leonard Caruso	383-R Lowell St	Wakefield, MA 01880
Caruso Home Stylists, Inc.	**282**	**Main Street**	Maintain garage for storage of 14 motor vehicles with gasoline in tanks of same	Michelle Moretto, Manager	Melrose	MA	02176	12/21/59	Michelle Moretto, Manager	144 Winona St	Peabody, MA 01960
Caruso Home Stylists, Inc.	**296**	**Main Street**	Maintain garage for storage of 13 motor vehicles with gasoline in tanks of same	c/o Leonard Caruso	Melrose	MA	02176	2/18/71	c/o Leonard Caruso	383-R Lowell St	Wakefield, MA 01880
DFB Realty LLC	**8**	**Eastman Place**	Maintain garage for storage of 22 motor vehicles with gasoline in tanks of same	c/o David Adario	Melrose	MA	02176	6/15/16	c/o David Adario	8 Eastman Pl.	Melrose, MA 02176

Attachment: 2023 G&S Renewals [Revision 1] (LIC-2023-9 : License: Gasoline & Storage renewal 2023)

Dorn Equipment Corp.	**31-35**	**Upham Street**	keep and store 2,500 gallons of gasoline and to keep and store 1,000 gallons of gasoline	Matthew J. Flynn	Melrose	MA	02176	'29, 10/21/29, 5/19		27 Upham St.	Melrose, MA 02176
Eric Baldi	**307**	**Main Street**	Maintain garage for storage of 6 motor vehicles with gasoline in tanks of same		Melrose	MA	02176	7/6/25		16 Mill Rd	Wilmington, MA 01887
Global Montello Group Corp	**376-386**	**Main Street**	keep, store, and sell 40,000 gallons of gasoline and 1,000 gallons waste oil	c/o Atlas	Melrose	MA	02176	9/19/79	c/o Atlas	685 Grandview Avenue	Columbus OH 43215
Grove Street Realty Trust	**59**	**Grove Street**	Maintain garage for storage of 12 motor vehicles with gasoline in tanks of same	c/o Nancy Greenwood, Trustee	Melrose	MA	02176	3/4/46	Barry Greenwood, Trustee	1 Washington Street	Melrose, MA 02176
GS Washingtons, LLC	**2**	**Washington Street**	Maintain garage for storage of 37 motor vehicles with gasoline in tanks of same		Melrose	MA	02176	6/17/46		2 Washington St	Melrose, MA 02176
GS Washingtons, LLC	**37-47**	**Washington Street**	Maintain garage for storage of 32 motor vehicles with gasoline in tanks of same		Melrose	MA	02176	7/18/2016	37 Washington St	2 Washington St	Melrose, MA 02176
June W. Sheridan	**196**	**Sylvan Street**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same		Melrose	MA	02176	11/15/65		22B Gates Lane	Wakefield, MA 01880
June W. Sheridan	**202**	**Sylvan**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same		Melrose	MA	02176	11/15/65		22B Gates Lane	Wakefield, MA 01880
Laurette M. Caruso	**278**	**Main Street**	Lots 1 & 2 Maintain garage for storage of 24 motor vehicles with gasoline in tanks of same	Michelle Moretto, Manager	Melrose	MA	02176	2/23/61	Michelle Moretto, Manager	144 Winona St	Peabody, MA 01960

Attachment: 2023 G&S Renewals [Revision 1] (LIC-2023-9 : License: Gasoline & Storage renewal 2023)

Matthew Piccione, Trustee	**66**	**Lake Street**	Maintain garage for storage of 10 motor vehicles with gasoline in tanks of same	66 Lake Ave. Realty Trust	Melrose	MA	02176	12/17/23	66 Lake Ave. Realty Trust	2 Draper Street #1	Woburn, MA 01801-4522
Melrose Community Garage	**201**	**Essex**	Maintain garage for storage of 37 motor vehicles with gasoline in tanks of same	Austin T. Wheeler	Melrose	MA	02176	10/15/20	Austin T. Wheeler	64 Hawley Rd	Melrose, MA 02176
Melrose Towers Condominium Trust	**49-51-53**	**Melrose Street**		First Realty Management	Melrose	MA	02176	6/15/64, 11/20/72	First Realty Management	151 Tremont St	Boston, MA 02111
Melrose Wakefield Healthcare	**66**	**Rowe**	keep and store 15,000 gals of #2 fuel oil.	Jason R. Finch Matthew O'Reilly	Melrose	MA	02176	8/17/77	C/o Jim Kinsella & Patti	585 Lebanon Street	Melrose, MA 02176
Melrose Wakefield Healthcare	**585**	**Lebanon**	Maintain garage for storage of motor vehicles with gasoline in tanks of same (Parking Garage)	Jason R. Finch Matthew O'Reilly	Melrose	MA	02176	7/19/90	c/o-Jim Kinsella & Patti	585 Lebanon Street	Melrose, MA 02176
Nouria Energy Ventures I, LLC	**860**	**Main Street**	keep, store, and sell 22,000 gallons of gasoline and 8,000 gallons of diesel fuel.	Attn: Becca Shurteff	Melrose	MA	02176	4, 6/15/25, 2/5/51	Attn: Becca	326 Clark Street	Worcester, MA 01606
Ms. Barbara Peterson	**58-60**	**Russell Street**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same	Daniel Peterson	Melrose	MA	02176	5/19/24		58 Russell St	Melrose, MA 02176
Parma Realty Trust	**288**	**Main Street**	Maintain garage for storage of 8 motor vehicles with gasoline in tanks of same	Robert Zeraschi	Melrose	MA	02176	8/23/72	Robert Zeraschi	106 Main Street St, Unit 6	Stoneham, MA 02180
Stephen Longmuir	**20**	**Tremont Street**	Maintain garage for storage of 25 plus motor vehicles with gasoline in tanks of same		Melrose	MA	02176	/35, 10/9/63, 6/17		121 Hill St	Topsfield, MA 01983
Stephen Longmuir	**286**	**Lebanon Street**	keep, store, and sell 10,000 gallons of gasoline and Maintain 25 motor vehicles in tanks of the same.		Melrose	MA	02176	0/1/28, 12/20/37,		121 Hill St	Topsfield, MA 01983
Stephen Lucey	**889**	**Main Street**	keep, store, and sell 12,000 gallons of gasoline.		Melrose	MA	02176	6/29/22, 4/21/31,		889 Main Street Street	Melrose, MA 02176

Attachment: 2023 G&S Renewals [Revision 1] (LIC-2023-9 : License: Gasoline & Storage renewal 2023)

Susan Smith	**51**	**First**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same		Melrose	MA	02176	--		63 First Street	Melrose, MA 02176
USA Energy, Inc	**870**	**Main Street**	keep, store, and sell 2,000 gallons of gasoline and Maintain garage for storage of 2 motor vehicles with gasoline in tanks of same	Edgard Fayad	Melrose	MA	02176	11/18/57, 12/18/74	Edgard Fayad	870 Main Street St.	Melrose, MA 02176
WW Industries, Inc.	**401**	**Upham Street**	keep and store 15,000 gallons of gasoline	Thomas Harvey	Melrose	MA	02176	2, 6/30/33, 5/19/41	WW Industries, Inc.	401 Upham Street	Melrose, MA 02176

Attachment: 2023 G&S Renewals [Revision 1] (LIC-2023-9 : License: Gasoline & Storage renewal 2023)

§ 137-1. Licenses for keeping, storage or sale required; fees; approval of application. [Amended 4-6-1987 by Ord. No. 1655; 11-15-2004 by Ord. No. 05-084[1]; 5-16-2005 by Ord. No. 05-213]

A. The City Council may grant licenses, in accordance with the provisions of MGL c. 148, § 13, to suitable persons to use land for the construction or maintenance thereon of buildings or other structures for the keeping, storage or sale of any of the articles named in § 9 of such chapter, except fireworks, firecrackers or torpedoes, and for the keeping of vehicles with gasoline or other volatile inflammable fluid, as defined in § 14 of such chapter, in the same. The fee for any license granted under this section shall be in accordance with the following schedule:

(1) For a license for keeping in a designated building or structure one to five cars, inclusive: $50; six to 25 cars, inclusive: $100; and 25 cars and up: $150.

(2) For a license or licenses to keep and store crude petroleum, or any of its products, or other inflammable fluids: for the first 10,000 gallons at the rate of $20 for each 1,000 gallons or fraction thereof; and for all over 10,000 gallons at the rate of $1 for each 1,000 gallons or fraction thereof.

(3) For a license or licenses to keep, store and sell crude petroleum, or any of its products, or other inflammable fluids: for the first 10,000 gallons at the rate of $15 for each 1,000 gallons or fraction thereof; and for all over 10,000 gallons at the rate of $1 for each 1,000 gallons or fraction thereof.

(4) For licenses for keeping, storing and selling ammunition in a designated building or structure: $2.

B. No license shall be granted under this section unless the application therefor is approved by the Chief of the Fire Department, nor shall any license be granted for the keeping for sale at any retail filling station of more than 40,000 gallons of gasoline or more than 500 gallons of other inflammable fluids.

State law references — Granting of licenses, after notice and hearing, for storage of petroleum and its products, filing of certificates of registration thereof annually, revocation by Council and reinstatement by State Fire Marshal, MGL c. 148, § 13; explosives, MGL c. 148, § 9 et seq.

§ 137-2. Annual registration of license; notice to Council of failure to file.

A. Licenses granted under § 137-1 shall be subject to the provisions of MGL c. 148, § 13, requiring the filing of a certificate of registration therefor annually, and the fee for the filing of such certificate shall be 1/2 the amount of the fee for the license.

B. The City Clerk shall, on the first day of May in each year, notify the City Council of all owners or occupants of land used under licenses hereinbefore referred to who have failed to file a certificate of registration as herein required, and, upon receipt of such notification, the City Council may, in the manner provided by law, revoke

1. Editor's Note: This order provided an effective date of 1-1-2005.

§ 137-2

such license.

Attachment: Licenses for keeping, storage or sale required; fees; approval of application. - Annual registration of license; notice to Council of

Owner	Location of Storage / Garage	Location of Storage/Garage	Gas/Storage use	City	State	Zip
Melrose Place Condominium Trust	**334-340**	**Main Street**	Maintain garage for storage of 19 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Webster Willows Condominium Trust	**391**	**Pleasant Street**	Maintain garage for storage of 24 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Maza Property Management,LLC	**264**	**Franklin**	Maintain garage for storage of 18 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Karen T. Alley	**24**	**West Emerson Street**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Villa Cordoba Condominium	**51**	**Albion Street**	Maintain garage for storage of 24 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Woodbriar Heights Condominium	**974-976**	**Main Street**	Maintain garage for storage of 18 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
WM Oak Grove Village, LLC	**12**	**Island Hill Ave**	Maintain 4 parking garages for storage of 313 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Aggregate Industries-Northeast Region, Inc.	**1831**	**Broadway**	keep and store 207,550 gallons and 35,000 gals; 30,000 liquid asphalt, 5,000 latex to existing 172,550gals; #2 fuel oil, lquid asphalt.	Melrose	MA	02176
Brickstone Park Condominium Trust	**509**	**Pleasant Street**	Maintain garage for storage of 13 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Mark Hutchinson	**990-996**	**Main Street**	Maintain garage for storage of 4 motor vehicles with gasoline in tanks of same	Melrose	MA	02176
Mt. Vernon Condominium Trust	**12**	**Mount Vernon Street**	Maintain garage for storage of 44 motor vehicles with gasoline in tanks of same	Melrose	MA	02176

Attachment: G&S non renewals 2023 (LIC-2023-10 : License: Gasoline & Storage Non Renewal 2023)