



CITY OF CHELSEA, MA
City Council

City Hall, 500 Broadway, Room 306 | Chelsea, MA 02150
Phone: 617.466.4060 | Fax: 617.466.4159 | Website: chelseama.gov

25 MAY 29 AM 9:57

CHELSEA CITY COUNCIL
MEETING AGENDA
Monday, June 2nd, 2025
7:00 P.M

1. PLEDGE OF ALLEGIANCE

2. CALLING THE ROLL OF MEMBERS

3. MEMORIUMS AND CELEBRATORY RESOLUTIONS

- a. ID#: 25R08 - Pride Month

4. PUBLIC HEARING

- a. Proposed Fiscal Year 2026 Budget
- b. Proposed Easement and Eminent Domain Taking of 145 Market Street and 359 Beacham Street.

5. PUBLIC SPEAKING

6. APPROVAL OF MINUTES

- a. ID#: 25M12 – Minutes of May 19, 2025 – Regular Meeting

7. COMMUNICATIONS FROM THE CITY MANAGER

- a. ID#: 25CM97 - Communication received from City Manager Fidel Maltez, requesting approval for Department to pay prior-year expense.
- b. ID#: 25CM98 – Communication received from City Manager Fidel Maltez, regarding the FY26 PEG Access and Community Preservation Act budgets.
- c. ID#: 25CM99 – Communication received from City Manager Fidel Maltez, requesting approval of Intermunicipal Agreement with North Suffolk Public Health Collaborative.
- d. ID#: 25CM100 – Communication received from City Manager Fidel Maltez, requesting approval of Intermunicipal Agreement between the Cities of Chelsea, Arlington, Everett and Malden to combat extreme heat.

- e. **ID#: 25CM101** – Communication received from City Manager Fidel Maltez, requesting City Council approval of a new lease with Enterprise Holdings, LLC.
- f. **ID#: 25CM102** – Communication received from City Manager Fidel Maltez, regarding a funding request for structural deficits.
- g. **ID#: 25CM103** – Communication received from City Manager Fidel Maltez, requesting approval of appointments and re-appointments to Boards and Commissions.

8. COMMUNICATIONS AND PETITIONS TO THE COUNCIL

- a. **ID#: 25C12** – Communication received from the Chelsea Community Preservation Committee regarding grant recommendations for Spring round of funding.
- b. **ID#: 25C13** – Communication received from the Planning Board providing a recommendation to the City Council for adoption of Amendment to Section 34-106(j)(6) – Off-street parking requirements – of the Zoning Ordinances of the City of Chelsea.

9. COMMITTEE REPORTS

- a. **ID#: 25CR22** – Committee Report received from Councilor Jimenez-Rivera from the meeting of the City Manager Evaluation Committee held on May 14th, 2025.
- b. **ID#: 25CR23** – Committee Report received from Council President DeJesus from the meeting of the Sub-Committee on Conference held on May 14th, 2025.
- c. **ID#: 25CR24** – Committee Report received from Councilor Taylor from the meeting of the Sub-Committee on Ways and Means held on May 19th, 2025.
- d. **ID#: 25CR25** – Committee Report received from Councilor Taylor from the meeting of the Sub-Committee on Ways and Means held on May 27th, 2025.

10. UNFINISHED BUSINESS

11. SECOND READINGS

- a. **ID#: 25F23** – Order introduced by Councilor Taylor, that pursuant to Section 4-3(l) of the Charter of the City of, the Chelsea City Council hereby approves the cost items set forth in the collective bargaining agreement negotiated with the Teamsters Local 25, International Brotherhood of Teamsters, covering DPW employees, memorialized in the Memorandum of Agreement for the period of July 1, 2025 through June 30, 2028, dated April 22, 2025.
- b. **ID#: 25F24** – Order introduced by Councilor Taylor, that, in accordance with M.G.L Ch. 44, Section 64, budget management procedures, whereby costs incurred in FY24 were not paid and are owed to the vendors, and to meet this obligation funds are required from the current year FY25 budget as noted, the Chelsea City Council authorizes the following expenditures to satisfy the unpaid balances that total \$32,931.97 from prior years.
- c. **ID#: 25F25** – Order introduced by Councilor Taylor, regarding Resolution 97, 16-11163-0001 in support of the Site Readiness Grant for the Forbes Site Redevelopment Program.

- d. **ID#: 25F26** – Order introduced by Councilor Taylor, that, pursuant to M.G.L. c. 30B, §12, the Chelsea City Council hereby approves a five-year contract with Dagle Electrical Corporation for Quite Zone construction for the Chelsea Public Works Department.
- e. **ID#: 25F27** – Order introduced by Council President DeJesus, that the following sums as classified and designated with respect to each department or undertaking as Salaries, Operations & Maintenance and Capital are hereby appropriated in the **General Fund** of the City of Chelsea as listed below and as summarized: Salaries \$62,257,501, Operations & Maintenance \$198,578,727, and Capital \$865,000, totaling \$261,701,228.
- f. **ID#: 25F28** – Order introduced by Council President DeJesus, concerning Appropriations for Fiscal Year Beginning July 1, 2025 - Sewer Enterprise Fund.
- g. **ID#: 25F29** – Order introduced by Council President DeJesus, concerning Appropriations for Fiscal Year Beginning July 1, 2025 - Water Enterprise Fund.
- h. **ID#: 25F30** – Order introduced by Council President DeJesus, that the City appropriations and assessments in the **General Fund** are to be financed in part by Certified Free Cash of the City of Chelsea as follows: Free Cash in the amount of \$1,710,663.
- i. **ID#: 25F31** – Order introduced by Councilor Taylor, that, in accordance with M.G.L Ch. 44, Section 64, budget management procedures, whereby costs incurred in FY24 were not paid and are owed to the vendors, and to meet this obligation funds are required from the current year FY25 budget as noted, the Chelsea City Council authorizes the following expenditures to satisfy the unpaid balances that total \$2,259.75 from prior years as follows:
- j. **ID#: 25F32** – Order introduced by Councilor Taylor, that the Chelsea City Council authorizes the appropriation of \$100,000 in Free Cash to the FY25 Housing and Community Development Contract Services Expense Account #30305-530600 for the Downtown Initiative, including local organizations and small business support, civic engagement and public art and events.
- k. **ID#: 25F33** – Order introduced by Councilor Taylor, authorizing appropriations from Free Cash to cover inadequate funding in various salary accounts.
- l. **ID#: 25F34** – Order introduced by Councilor Taylor, that the Chelsea City Council authorizes the transfer of \$14,901.00 from Salary Reserve Account #0199959-598000 to the Fiscal Year 2025 Legislative – Regular Salary Account #0111051-510200.
- m. **ID#: 25F35** – Order introduced by Councilor Taylor, authorizing appropriations from Free Cash to cover inadequate funding in various operating accounts.
- n. **ID#: 25F36** – Order introduced by Councilor Taylor, establishing expenditure limits for six revolving accounts.
- o. **ID#: 25F37** – Order introduced by Councilor Taylor, that the Chelsea City Council hereby authorizes the establishment of a revolving fund for the School Department in accordance with the provisions of Section 71F of Chapter 71 of the General Laws, subject to the following conditions:

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- p. ID#: 2564 – Order introduced by Council President DeJesus, regarding a temporary easement at 359 Beacham Street.
- q. ID#: 2565 – Order introduced by Council President DeJesus, regarding the taking of a portion of the property in Chelsea, Suffolk County, Commonwealth of Massachusetts, known and numbered as 145 Market Street, by Eminent Domain.
- r. ID#: 2566 – Order introduced by Council President DeJesus, regarding the taking of a portion of the property in Chelsea, Suffolk County, Commonwealth of Massachusetts, known and numbered as 359 Beacham Street, Chelsea, Massachusetts, by Eminent Domain.
- s. ID#: 25CM90 – Communication received from City Manager Fidel Maltez, requesting approval of appointment to the Affordable Housing Trust Fund Board.

12. NEW BUSINESS

- a. ID#: 25F38 – Order introduced by Councilor Taylor, that the Chelsea City Council act on the report of the Community Preservation Committee on the awarding of grant funding to this FY2025 community preservation project, in accordance with MGL Chapter 44B, Section 5(3)(d), and in accordance with Chapter 2, Article VII, Division 3, Section 2-330 of the Revised Code of Ordinances of the City of Chelsea
- b. ID#: 25F39 – Order introduced by Councilor Taylor, that, in accordance with M.G.L Ch. 44, Section 64, budget management procedures, whereby costs incurred in FY24 were not paid and are owed to the vendors, and to meet this obligation funds are required from the current year FY25 budget as noted, the Chelsea City Council authorizes the following expenditures to satisfy the unpaid balances that total \$80.00 from prior years as follows:
- c. ID#: 25F40 – Order introduced by Councilor Taylor, that, pursuant to M.G.L. c. 44, Section 53F3/4, the Chelsea City Council hereby approves the FY26 PEG Access Budget as follows:
- d. ID#: 25F41 – Order introduced by Councilor Taylor, that, in accordance with M.G.L. c. 44B, section 6, the Chelsea City Council hereby acts on the report of the Community Preservation Committee on the FY26 Community Preservation budget.
- e. ID#: 25F42 – Order introduced by Councilor Taylor, that, pursuant to M.G.L. Chapter 59, Section 23, the Chelsea City Council authorizes the appropriation of \$122,177.09 from Free Cash for the purpose of closing out deficits in the following accounts that are no longer active and have been identified as structurally deficient by the Auditing department and the MA Division of Local Services.
- f. ID#: 25Z01 – Order introduced by Council President DeJesus, regarding a proposed Amendment to Section 34-106 (j)(6) "Off-street parking requirements" of the Zoning Ordinances of the City of Chelsea.
- g. ID#: 2567 – Order introduced by Council President DeJesus, that, pursuant to Chapter 171 of the Legislative Acts of 2014, and M.G.L. c. 40, section 4A, the Chelsea City Council approves the City of Chelsea entering into an agreement for the North Suffolk Public Health Collaborative with the municipalities of Revere and Winthrop.

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- h. **ID#: 2568** – Order introduced by Council President DeJesus, that, by this vote and pursuant to M.G.L. Chapter 40, Section 4A, the Chelsea City Council approves the Intermunicipal Agreement, as drafted between the Cities of Chelsea and Everett, governing the creation of cooling features at high-heat, high-ridership bus stops as part of the Mystic River Watershed project,; and directs the City Manager to take any and all necessary action to accomplish the project.
- i. **ID#: 2569** – Order introduced by Council President DeJesus, that, pursuant to Section 2-192 of the Revised Code of Ordinances of the City of Chelsea, the City Council authorizes the City Manager to execute any and all documents to extend the Lease for the tenancy at 324 Marginal Street, Chelsea until 2055.
- j. **ID#: 2570** – Order introduced by Councilor Robinson, that the City Manager provide an update to the City Council on the status of redevelopment project at the Veteran's Home.
- k. **ID#: 2571** – Order introduced by Councilor Robinson, that the City Manager provide an update to the City Council on the future status of the shelter for migrants currently located at the former Quigley Hospital, in light of the Governor's recently announced plan to close all hotel shelters this summer.
- l. **ID#: 2572** – Order introduced by Councilor Recupero, that the Traffic and Parking Commission approve the installation of a "Stop" sign on Central Avenue at the intersection with Shawmut Street in the eastbound direction.
- m. **ID#: 2573** – Order introduced by Councilor Recupero, that the City Manager instruct the Department of Public Works to approve the planting of a tree in front of 50 Maverick Street.
- n. **ID#: 2574** – Order introduced by Councilor Recupero, that the City Manager direct the Department of Public Works to repair potholes on Congress Avenue.
- o. **ID#: 2575** – Order introduced by Councilor Recupero, that the City Manager direct the Department of Public Works to trim grass and clean tree beds across District Six.
- p. **ID#: 2576** – Order introduced by Councilor Recupero, that the City Manager direct relevant City departments to conduct a study on the configuration of traffic and streetlight timings at the intersection of Marginal Street and Eastern Avenue, near the Chelsea Street Bridge.

13.PUBLIC ANNOUNCEMENTS

LS:6 MW 6Z AM 57



CITY OF CHELSEA, MA
City Council

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RESOLUTION
LGBTQ+ Pride Month

WHEREAS, During LGBTQ+ Pride Month, celebrated annually in the month of June, we recognize the determination and resilience of individuals who are fighting to live freely and authentically, and affirm our obligation to uphold the dignity of all people and protect the most vulnerable among us; and

WHEREAS, A law enforcement raid of the Stonewall Inn in New York City in 1969 sparked demonstrations that served as call to action and continues to inspire us to live up to our Nation's promise of equality, liberty, and justice for all; and

WHEREAS, Members of the LGBTQ+ community face disparities in education, employment, healthcare, housing, and many other areas central to the pursuit of happiness, while LGBTQ+ youth – especially those of color - are at an increased risk of suicide; homelessness; bullying; violence; and human trafficking; and

WHEREAS, While substantial progress has been made since Stonewall, many States do not provide protections for fundamental rights and dignity in hospitals, schools, public accommodations and other spaces, while many in the LGBTQ+ community face discrimination, inequality and overt acts of violence; and

WHEREAS, The City of Chelsea held its 10th Annual LGBTQ+ Pride Flag raising on Saturday, May 31st, 2025 from 4-7 PM in Washington Park, with music, a community market and live performances;

NOW THEREFORE BE IT RESOLVED, that the Chelsea City Council recognizes June 2025 as "LGBTQ+ Pride Month" in the City of Chelsea, acknowledges the valuable contributions of LGBTQ+ individuals across the United States, and reaffirms our commitment to standing in solidarity with LGBTQ+ Americans in their struggle against discrimination and injustice.

Norieliz DeJesus, Council President
All Members of the City Council



Chelsea City Council
Regular Meeting
May 19th, 2025

A regular meeting of the Chelsea City Council was held on Monday, May 19th, 2025. The meeting was held in the City Council Chambers at Chelsea City Hall, 500 Broadway, Chelsea, Massachusetts 02150. Council President DeJesus presided over the meeting. The meeting opened at 7:00 PM.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL OF MEMBERS

Councilor's Name	District	Status	Arrived
Councilor Tanairi Garcia	Four	PRESENT	
Councilor Roberto Jimenez-Rivera	At-Large	PRESENT	
Councilor Giovanni Recupero	Six	PRESENT	
Councilor Todd Taylor	One	PRESENT	
Councilor Leo Robinson	At-Large	PRESENT	
Councilor Manuel Teshe	Seven	PRESENT	
Councilor Kelly Garcia	At-Large	PRESENT	
Councilor Lisa Santagate	Five	PRESENT	
Councilor Melinda Vega	Two	PRESENT	
Councilor Calvin Brown	Eight	PRESENT	
Councilor Norieliz DeJesus	Three	PRESENT	

3. MEMORIUMS AND CELEBRATORY RESOLUTIONS:

Councilor Robinson moved to suspend the rules and present a certificate to Chelsea student and Youth Commission member Nina Lee.

RESULT:	NO OBJECTIONS
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Councilor Robinson moved to take a recess to allow for photographs.

RESULT:	NO OBJECTIONS
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Recess taken at 7:04 PM. Meeting resumed at 7:07 PM.

4. PUBLIC HEARING:

No Public Hearing scheduled.

5. PUBLIC SPEAKING:

The Public Speaking portion opened at 7:07 PM.

Speakers: Damali Vidot – comments regarding how the national political environment is impacting Chelsea.

The Public Speaking portion closed at 7:10 PM.

6. APPROVAL OF MINUTES:

- a. **ID#: 25M11** - Minutes of the Regular Meeting of the City Council dated May 5th, 2025.

RESULT:	ACCEPT AND FILE UNDER SUSPENSION (JIMENEZ-RIVERA)
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7. COMMUNICATIONS FROM THE CITY MANAGER:

- a. **ID#: 25CM87** – The following Communication from City Manager Fidel Maltez was read.

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Response to Council Order 2560, Painting "Stop" markings at Central and Shawmut*

Dear Councilors,

I am writing in response to Council Order 2560, requesting the City paint "Stop" markings at the intersection of Central Avenue and Shawmut Street. I am happy to report that our Department of Public Works was able to complete this task. I commend our DPW staff for their responsiveness to our City Council's request.

Sincerely,
Fidel Maltez
City Manager

RESULT:	ACCEPT AND FILE UNDER SUSPENSION (RECUPERO)
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- b. **ID#: 25CM88** – The following Communication from City Manager Fidel Maltez was read.

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Response to Council Order 2561, Increased Overnight Parking Enforcement*

Dear Councilors:

I am writing in response to Council Order 2561, requesting an increase in the enforcement of overnight residential parking permits. Today, our parking enforcement contractor provides overnight enforcement seven nights a week, excluding holidays. The contractor is very efficient given our density. Over a five-hour window, the contractor does their best to cover the entire city. For reference, our parking enforcement contractor has issued over one thousand overnight parking tickets in the first eleven days of May.

The parking enforcement staff work daily with our Parking Clerk to address any issues or patterns they notice during the overnight shifts. While the contractor does not cover every street on a nightly basis, the contractor ensures that citywide needs are addressed holistically. Anytime our residents or Councilors inform us of areas where extra attention is needed, parking enforcement makes it a priority to visit the location, whether that be during the daytime or overnight shifts.

There are always areas for improvement and we will continue to evaluate if additional resources should be added to overnight enforcement. We believe that the impending transition to digital residential parking permits will make a huge difference in the efficiency of our overnight parking enforcement. This change will allow our overnight enforcement team to maximize the use of technology to get through the city at a much faster pace and to address issues in a timely fashion. Thank you for your ongoing support.

Sincerely,
Fidel Maltez
City Manager

RESULT: ACCEPT AND FILE UNDER SUSPENSION (RECUPERO)
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- c. **ID#: 25CM89** – The following Communication from City Manager Fidel Maltez was read.

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Response to Council Order 2563, Request for Reminders to Private Trash Haulers*

Dear Councilors:

I am writing in response to Council Order 2563, requesting the City remind private companies that trash may not be picked up before 7:00 AM in accordance with our local noise ordinances. We very strictly monitor the start time of the contractor that picks up the City's solid waste. Private trash companies do have contracts with large buildings or commercial properties and periodically the City receives a complaint of an early pick-up, particularly in a residential neighborhood.

All private haulers are required to obtain a permit from Inspectional Services to pick up dumpsters in Chelsea. Every year, Inspectional Services reminds haulers of our local noise ordinances. Inspectional Services also investigate and address each complaint received. We have received very valuable pictures showing a particular company picking up a dumpster on Maverick

Street. We have reached out to this company regarding this particular incident. We will continue monitoring this particular company. In addition, our Director of Inspectional Services will be sending a letter to all haulers reminding them of our local noise ordinances. Thank you for your ongoing support.

Sincerely,
Fidel Maltez
City Manager

RESULT:	ACCEPT AND FILE UNDER SUSPENSION (RECUPERO)
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d. **ID#: 25CM90** – The following Communication from City Manager Fidel Maltez was read.

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Appointment to the Affordable Housing Trust Fund Board*

Dear Councilors:

Pursuant to Section 4-2 of the Charter of the City of Chelsea, I am writing to recommend the following individual to Boards and Commissions in the City.

For appointment to the Affordable Housing Trust Fund Board, Director of Housing & Community Development Ben Cares, to fill the unexpired term of Deputy City Manager of Operations Devon Fields while she is away on maternity leave. This term expires on June 30, 2026.

I respectfully request your approval of this appointment.

Sincerely,
Fidel Maltez
City Manager

RESULT:	MOVED TO SECOND READING (JIMENEZ-RIVERA)
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e. **ID#: 25CM91** – The following Communication from City Manager Fidel Maltez was read.

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Approval for Department to Pay Prior Year Expenses*

Dear Councilors:

I am writing to request approval for the Chelsea Emergency Management Department to make payments on prior year expenses using their FY25 budget. The Department has been working

with Verizon to clean-up prior year balances. There was some confusion given the large number of accounts we have with Verizon. These particular accounts are for phone lines from our 911 building at 45 Washington Avenue to our Central Police Station at 19 Park Street.

From time to time, municipal agencies are unable to effectuate payments to a vendor in the year that the goods or services are provided. When such instances occur, the City Council must approve the payments from the current year department budget for the prior year's obligations. Currently, we have identified an outstanding prior year City obligation that total \$2,259.75.

The Emergency Management Department has sufficient funds to meet the outstanding obligation. No new funds are required. The only action necessary is Council approval to make the payment. A copy of the recommended Order is also attached.

Sincerely,
Fidel Maltez
City Manager

RESULT: ACCEPT AND FILE UNDER SUSPENSION (JIMENEZ-RIVERA)
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f. **ID#: 25CM92** – The following Communication from City Manager Fidel Maltez was read.

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Free Cash Requests for Downtown and City-Wide Event Program Account*

Dear Councilors:

I am writing to respectfully request funding from the City Council to support critical programs and projects that continue our progress in Downtown Chelsea. This investment will provide ongoing support to local businesses, expand inclusive community events, and ensure we are well-positioned for the upcoming transformation of Downtown Broadway.

The Chelsea City Council has historically allocated funds for Downtown and City-Wide Event Programming from Free Cash, including a similar request approved in May 2024. These funds have allowed us to deliver high-impact programs like Chelsea Day, Día de los Muertos, Chelsea Pride, and seasonal pop-ups—each of which contributes to foot traffic, business growth, and civic pride.

As we look toward FY2026, the need to continue this work is more important than ever. With major utility work and surface upgrades anticipated on Broadway, the City must stay proactive in sustaining business activity and community momentum. Replenishing this fund ensures we are ready to execute meaningful programming, provide targeted small business support, and prepare for the full Reopening of Broadway campaign anticipated in FY2027. We have sufficient funds to cover the remainder of FY2025. This request ensures continuity as we enter 2026 with purpose and momentum. For these reasons, I respectfully ask that the City Council approve this requested expenditure. A Council Order is attached to complete this funding request.

Sincerely,
Fidel Maltez
City Manager

RESULT: ACCEPT AND FILE UNDER SUSPENSION (TAYLOR)
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g. **ID#: 25CM93** – The following Communication from City Manager Fidel Maltez was read.

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Eminent Domain Taking of Properties - Island End River Flood Barrier*

Dear Councilors:

At your last meeting, we submitted a communication regarding our Administration's request to pursue eminent domain takings of easements, properties, or portions of properties relating to the Island End River barrier project. To be clear, these takings are friendly and have been agreed upon with the property owners. We are not requesting any new funds to complete this purchase: the purchases will be funded through an MVP State grant and by City matching funds already appropriated for this use in the CIP. We have completed legal appraisals of these takings, and as required by the State grant, we are not paying any more than the appraised value.

Chelsea and Everett have been working on the Island End River Flood Barrier for close to a decade. This is a critical infrastructure project designed to protect thousands of residents and key facilities from severe coastal flooding. Although the recent loss of a \$50 million BRIC grant has delayed the construction timeline, the project remains a top priority. We are continuing to advance it using secured state funding for design, engineering, and land acquisition.

The City will need access and ownership rights to the property along the path of the Island End River Flood Barrier to construct and maintain the structure. We are prepared to proceed with the first set of these takings, at 145 Market Street and 359 Beacham Street.

- 145 Market Street:
 - The City desires to acquire through a friendly eminent domain taking the entirety of the property at 145 Market Street in Chelsea,
- 359 Beacham Street
 - The City desires to acquire through a permanent easement approximately 1/3 of an acre (13,884 square feet) of the property
 - We also seek to acquire a temporary easement on the property for the purposes of construction (3,504 square feet).

The City recently completed independent appraisals of these properties. The fair market value as of February 25, 2025 is as follows:

- 145 Market Street: \$821,163.51
 - We propose, and the owner is prepared to accept, the appraised value of \$821,163.51 for 145 Market Street property in fee.

- 359 Beacham Street: \$937,587.00
 - We propose, and the owner is prepared to accept, \$528,836.49 for the combined easement and fee takings on 359 Beacham Street, making a donation of \$483,007.51 worth of value.

Our proposed schedule to initiate such takings is as follows:

- May 5th: you reviewed my initial communication and requested to hold a Public Hearing for the Order of Taking
- May 19th: First Reading of Order of Taking
- June 2nd: Public Hearing + Second Reading of Order of Taking

We appreciate your consideration of this request and look forward to taking this next step together to protect Chelsea's future from climate-driven flood risks.

Sincerely,
Fidel Maltez
City Manager

RESULT:	ACCEPT AND FILE UNDER SUSPENSION (TAYLOR)
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h. ID#: 25CM94 – The following Communication from City Manager Fidel Maltez was read.

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Affordable Housing, First-time home buyer program and home ownership opportunities*

Dear Councilors:

I am writing to provide an update on our ongoing efforts to expand affordable housing opportunities in Chelsea, and to share information about upcoming initiatives to support residents in securing and maintaining stable, affordable homes. Over the past decade, the City has supported the development of a diverse portfolio of affordable housing. Our internal review of projects from 2015 to present shows that we have facilitated the creation of 23 affordable housing projects. Across these affordable housing projects, 482 units of affordable housing have been created, of which 78 are homeownership condominiums and 404 are rental units. Attached to this letter, you will find a detailed breakdown of affordability, including rental and ownership units.

The City is proud to announce the launch of its First Time Homebuyers Down Payment Assistance Program, which will provide forgivable loans of \$20,000 to income-eligible, long-term Chelsea residents purchasing their first home in the city. Funded through the Affordable Housing Trust Fund, the program will mitigate the barriers to homeownership, increase economic mobility, and reduce displacement. A Request for Proposals (RFP) is currently open to select a qualified administrator to manage this critical program.

The Affordable Housing Trust Fund Board and the Community Preservation Committee have opened new grant rounds to fund predevelopment efforts, rental assistance, and the creation of

new affordable housing. These resources help our community partners respond to ongoing housing insecurity, accelerate pipeline projects, and ensure that deeply affordable options remain available to our residents. The City is also reviewing barriers to homeownership through our Strategic Housing Plan, which will be completed in June 2025. We are excited to share our proposed strategies to further rental and homeownership opportunities within the City of Chelsea and to continue to serve our residents.

The City Council has prioritized housing stability and affordability for all Chelsea residents. This is a big focus area for our Administration, and we thank the Council for your ongoing support.

Sincerely,
Fidel Maltez
City Manager

RESULT:	ACCEPT AND FILE UNDER SUSPENSION (ROBINSON)
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- i. **ID#: 25CM95** – The following Communication from City Manager Fidel Maltez was read.

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Council Vote for FY2026 Operating Budget*

Dear Councilors:

I am writing to share the Council Vote for the City Manager's Proposed Fiscal Year 2026 Budget. The Budget funds City expenditures at \$110,809,868 and School Department expenditures at \$150,891,360, for a total budget of \$261,701,228. The School Department Budget has increased by 7.54%, most of it paid from new Chapter 70 funding generated by the Student Opportunity Act. The City's expenditures have increased by 5.84%.

This year, our Administration was very intentional in having a community process with regard to the FY2026 Operating Budget. Our Deputy City Manager of Finance, Michael Mason, held two community sessions on the budget. The sessions were incredibly engaging and communicated our priorities. We also shared the budget through our monthly "Our Community" recordings with Chelsea Community Cable Television, and through the Chelsea Record.

The City Council has completed budget hearings with all Department Heads. We appreciate the thoughtful questions and meaningful dialogue. We look forward to continuing our conversations and answering any questions you might have regarding the proposed Fiscal Year 2026 Budget. Thank you for all your support.

Sincerely,
Fidel Maltez
City Manager

RESULT:	ACCEPT AND FILE UNDER SUSPENSION (JIMENEZ-RIVERA)
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- j. **ID#: 25CM96** – The following Communication from City Manager Fidel Maltez was read.

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Year-End Financial Requests*

Dear Councilors:

I am writing to request some votes to address some end-of-year financial matters, including the need for some supplemental appropriations to cover deficits. The details are as follows.

1. Salary Deficits – Funded by Salary Reserve Transfers -- \$14,901

There is one salary account that has inadequate funding which can be covered by the Salary Reserve Account. The specific amount is:

- a. Legislative Dept. – Regular Salary -- \$14,901.00

The amount required to fund this salary deficits is \$14,901.00. There are sufficient funds remaining in the FY25 Salary Reserve Account to cover this deficit. There are other deficits where funding will be requested from Free Cash (noted below), as the above noted transfer has exhausted the Salary Reserve balance.

2. Salary Deficits – Funded by Free Cash -- \$421,351

There are additional salary accounts that have inadequate funding. The specific amounts are:

- a. Legislative Dept. – Regular Salary -- \$2,757.00
- b. Payroll Dept. – Longevity -- \$500.00
- c. Personnel Dept. – Temporary Salary -- \$22,147.00
- d. City Clerk Dept. – Regular Salary -- \$6,138.00
- e. City Clerk Dept. – Overtime -- \$8,697.00
- f. City Clerk Dept. – Poll Workers -- \$11,242.00
- g. City Clerk Dept. – Unused Sick Leave Bonus -- \$900.00
- h. Permitting Dept. – Regular Salary -- \$641.00
- i. Emergency Management Dept. – Overtime -- \$199,426.00
- j. Emergency Management Dept. – Holiday -- \$11,563.00
- k. Parking Dept. – Regular Salary -- \$3,493.00
- l. Parking Dept. –Overtime -- \$826.00
- m. DPW Snow Dept. –Overtime -- \$54,281.00
- n. HHS Admin Dept. –Regular Salary -- \$20,290.00
- o. HHS Admin Dept. –Longevity -- \$1,650.00
- p. HHS Health Dept. –Regular Salary -- \$4,600.00
- q. Library Dept. –Regular Salary -- \$28,300.00
- r. Library Dept. –Longevity -- \$900.00
- s. Employee Benefits – Medicare -- \$43,000.00 (payroll expense)

3. Other Deficits – Funded by Free Cash -- \$470,714

There are some operating accounts that have inadequate funding. As is typical in most years, we have deficits in our snow removal accounts. The specific amounts are:

- a. Law Dept. – Legal Services -- \$20,000.00
- b. Personnel Dept. – Medical Services -- \$10,000.00
- c. MIS Dept. – Contract Services -- \$61,106.00
- d. City Clerk Dept. – Postage -- \$8,000.00
- e. City Clerk Dept. – Voting Machines -- \$10,385.00
- f. Fire Dept. – Software License -- \$10,000.00
- g. DPW Snow Dept. – Contract Services -- \$169,531.00
- h. DPW Snow Dept. – Salt -- \$156,392.00
- i. DPW Buildings & Grounds Dept. – Building Maintenance -- \$10,000.00
- j. DPW Buildings & Grounds Dept. – Other Expenditure -- \$15,300.00

4. Reauthorization of Revolving Funds – No Funding Required

Previously, the Chelsea City Council adopted an Ordinance establishing six revolving funds that allow certain Departments in the City to retain revenues raised by the Department and to use them for departmental expenditures. However, the Ordinance requires that, each fiscal year, the City Council vote the expenditure limits for these accounts. The accounts established by Ordinance that need new limits for FY25 are as follows:

- a. Elder Affairs (Senior Center) Revolving Account - \$1,000
- b. Housing/Community Development Tax Title Foreclosure Revolving Acct - \$100,000
- c. Public Library Revolving Account - \$20,000
- d. Emergency Management Revolving Account - \$30,000
- e. Inspectional Services Revolving Account - \$30,000
- f. Community Schools Revolving Account - \$100,000

In addition to these six revolving funds created by City Ordinance, there is one additional School Department revolving fund that requires annual reauthorization. That is the School Department Non-Resident Student Tuition Revolving Account. We are requesting an expenditure limit of \$250,000 for that account. This account contains tuition payments from other public school systems which use the CPS special education program. The funds are expended for program delivery.

For the reasons set forth in detail above, I respectfully ask that the City Council approve all of these requested actions. The required Orders to effectuate these requests are attached.

Sincerely,
Fidel Maltez
City Manager

RESULT:	ACCEPT AND FILE UNDER SUSPENSION (TESHE)
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8. COMMUNICATIONS AND PETITIONS TO THE COUNCIL

- a. **ID#: 25C11** –Communication received from Assistant Parking Clerk Elsa Quesada regarding the agenda items approved at the May 6, 2025 meeting of the Traffic and Parking Commission.

RESULT: ACCEPT AND FILE UNDER SUSPENSION (ROBINSON)

9. COMMITTEE REPORTS:

- a. **ID#: 25CR17** – Committee Report received from Council President DeJesus from the meeting of the Sub-Committee on Conference held on May 5th, 2025.

RESULT: ACCEPT AND FILE UNDER SUSPENSION (JIMENEZ-RIVERA)

- b. **ID#: 25CR18** – Committee Report received from Councilor Jimenez-Rivera from the meeting of the City Manager Evaluation Committee held on May 6th, 2025.

RESULT: ACCEPT AND FILE UNDER SUSPENSION (JIMENEZ-RIVERA)

- c. **ID#: 25CR19** – Committee Report received from Councilor Taylor from the meeting of the Sub-Committee on Ways and Means held on May 12th, 2025.

RESULT: ACCEPT AND FILE UNDER SUSPENSION (TAYLOR)

- d. **ID#: 25CR20** – Committee Report received from Council President DeJesus from the meeting of the Sub-Committee on Conference held on May 12th, 2025.

RESULT: ACCEPT AND FILE UNDER SUSPENSION (JIMENEZ-RIVERA)

- e. **ID#: 25CR21** – Committee Report received from Council President DeJesus from the meeting of the Sub-Committee on Conference held on May 13th, 2025.

RESULT: ACCEPT AND FILE UNDER SUSPENSION (JIMENEZ-RIVERA)

10. UNFINISHED BUSINESS:

No Unfinished Business.

11. SECOND READINGS:

- a. **ID#: 25F17** – The following Order introduced by Councilor Taylor was read for the Second Time.

Ordered, that the Chelsea City Council authorizes the appropriation of \$200,000.00 from Free Cash to the Fiscal Year 2025 Public Works Department –

BLDG/EMERG/DEMOS/BOARDING Account #0147052 -538000 for Forbes Site Receivership Expenses.

RESULT	11-0-0-0 (Order approved by Roll Call at request of Councilor Taylor)
YES	T. Garcia, Jimenez-Rivera, Recupero, Taylor, Robinson, Teshe, K. Garcia, Santagate, Vega, Brown and DeJesus
NO	
ABSENT	
PRESENT	

- b. **ID#: 25F18** – The following Order introduced by Councilor Taylor was read for the Second Time.

Ordered, that the Chelsea City Council authorizes the appropriation of \$3,172,287 from the Overlay Surplus to the Marginal Street – Building Improvements account #553109-581500 for land and building enhancements including funds for a solar project.

RESULT	11-0-0-0 (Order approved by Roll Call at request of Councilor Taylor)
YES	T. Garcia, Jimenez-Rivera, Recupero, Taylor, Robinson, Teshe, K. Garcia, Santagate, Vega, Brown and DeJesus
NO	
ABSENT	
PRESENT	

- c. **ID#: 25F19** – The following Order introduced by Councilor Taylor was read for the Second Time.

Ordered, that the Chelsea City Council authorizes the appropriation of \$53,000.00 from Free Cash to the Fiscal Year 2025 Executive Department Conference / Travel Account #0112352-532300 for All American City Award Conference Expenses.

RESULT	11-0-0-0 (Order approved by Roll Call at request of Councilor Taylor)
YES	T. Garcia, Jimenez-Rivera, Recupero, Taylor, Robinson, Teshe, K. Garcia, Santagate, Vega, Brown and DeJesus
NO	
ABSENT	
PRESENT	

- d. **ID#: 25F20** – The following Order introduced by Councilor Taylor was read for the Second Time.

Ordered, that the Chelsea City Council authorizes the appropriation of \$160,000 from Free Cash to the Fiscal Year 2025 Inspectional Services – Software License Account #0124052-

523300 for the implementation and subscription cost for ISD permitting and ticketing software.

RESULT 11-0-0-0 (Order approved by Roll Call at request of Councilor Taylor)	
YES	T. Garcia, Jimenez-Rivera, Recupero, Taylor, Robinson, Teshe, K. Garcia, Santagate, Vega, Brown and DeJesus
NO	
ABSENT	
PRESENT	

- e. **ID#: 2559** – The following Order introduced by Councilor Kelly Garcia was read for the Second Time.

WHEREAS, The most common sources of lead in drinking water are lead pipes, faucets, and plumbing fixtures, while pipes that carry drinking water from the water source to the home may also contain lead; and

WHEREAS, Lead can enter drinking water when a chemical reaction occurs in plumbing materials that contain lead, causing corrosion; and

WHEREAS, Exposure to lead is harmful to human health, with young children at elevated risk for serious complications; and

WHEREAS, It is the desire of the Chelsea City Council to reduce the risk of lead exposure for all residents of the City of Chelsea – especially young children;

NOW, THEREFORE BE IT ORDERED, that the Revised Code of Ordinances of the City of Chelsea, as amended, be further amended as follows:

Amendment

Add a new Section 30-46. – *Regulation of Lead Pipes in Residential Housing:*

- (a) Prior to the sale of, addition of an accessory dwelling unit to, or rehabilitation of any residential property in excess of Thirty Thousand Dollars (\$30,000.00) within the City of Chelsea, it shall be the obligation of the property owner to obtain a certificate issued by the Department of Public Works stating that the water is supplied to the property by a lead-free water line. The cost of said certificate shall be Twenty-Five (\$25.00) Dollars.
- (b) Prior to the rental of residential property, the property owner shall obtain a certificate from the Department of Public Works, certifying that water is supplied to the property by means of lead-free water lines, and that a test of the water supplied to the property determined that concentrations of lead were at or below acceptable levels, as determined by the Board of Health. The cost of testing and certification shall be Twenty-Five (\$25.00) Dollars.

RESULT:	WITHDRAWN (K. GARCIA)
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12. NEW BUSINESS:

- a. **ID#: 25F27** – The following Order was introduced by Council President DeJesus.

Ordered, that the following sums as classified and designated with respect to each department or undertaking as Salaries, Operations & Maintenance and Capital are hereby appropriated in the **General Fund** of the City of Chelsea as listed below and as summarized: Salaries \$62,257,501, Operations & Maintenance \$198,578,727, and Capital \$865,000, totaling \$261,701,228.

	Operations & Maintenance Expenses			
	Salaries		Capital	Dept Total
	Appropriations	Appropriations		
			Appropriations	
GENERAL GOVERNMENT				
Legislative	492,384	127,500	-	619,884.00
Executive Office	870,385	89,500	-	959,885.00
Auditor's Office	307,121	93,565	-	400,686.00
Budget & Grant Administration	185,307	21,000	-	206,307.00
Procurement	263,660	72,264	-	335,924.00
Assessing	363,165	180,674	-	543,839.00
Treasurer/Collector	571,771	214,642	-	786,413.00
Payroll	150,485	10,300	-	160,785.00
Law Department	369,780	142,250	-	512,030.00
Personnel Department	468,610	158,451	-	627,061.00
Information Technology	607,044	1,132,515	270,000	2,009,559.00
Central Billing and Research	123,223	117,050	-	240,273.00
City Clerk	484,403	85,220	20,000	589,623.00
Licensing	85,398	19,075	-	104,473.00
Permitting & Land Use Planning	214,893	47,700	35,000	297,593.00
Housing & Community Development	668,976	413,074	-	1,082,050.00
Total General Government	6,226,605	2,924,780	325,000	9,476,385.00
PUBLIC SAFETY				
Police Department	14,040,079	1,028,945	205,000	15,274,024.00
Fire Department	12,885,783	649,478	95,000	13,630,261.00
Emergency Management	1,620,488	184,250	-	1,804,738.00
Inspectional Services	1,531,767	49,350	-	1,581,117.00
Traffic & Parking	131,534	1,186,500	-	1,318,034.00
Total Public Safety	30,209,651	3,098,523	300,000	33,608,174.00
EDUCATION				

Northeast Vocational	-	2,900,000	-	2,900,000.00
School Department	-	150,891,360	-	150,891,360.00
Total Education	-	153,791,360	-	153,791,360.00
PUBLIC WORKS				
Administration	533,703	33,100	-	566,803.00
Street & Sidewalks	1,572,535	2,151,750	230,000	3,954,285.00
Snow & Ice Removal	25,000	76,260	-	101,260.00
Solid Waste/Recycling	85,248	3,331,162	-	3,416,410.00
Structures & Grounds	581,716	1,765,430	-	2,347,146.00
Total Public Works	2,798,202	7,357,702	230,000	10,385,904.00
HEALTH & HUMAN SERVICES				
Administration	287,555	253,420	-	540,975.00
Health Division	279,985	504,410	-	784,395.00
Elder Affairs	290,868	129,620	-	420,488.00
Veterans Service	102,452	379,924	-	482,376.00
Public Library	468,297	38,237	10,000	516,534.00
Comm. Schools & Recreation	668,092	257,802	-	925,894.00
Total HHS	2,097,249	1,563,413	10,000	3,670,662.00
DEBT SERVICE	-	3,161,051	-	3,161,051.00
EMPLOYEE BENEFITS				
Contributory Retirement Assessment	10,675,966	-	-	10,675,966.00
Non-Contributory Retirement Pensions	-	-	-	-
Unemployment Compensation	120,000	-	-	120,000.00
Health Insurance	8,829,545	-	-	8,829,545.00
Payroll Taxes	642,000	-	-	642,000.00
Workers Compensation	425,000	-	-	425,000.00
Life Insurance	33,283	-	-	33,283.00
Accidental Death and Dismemberment	-	-	-	-
Salary Reserve	200,000	-	-	200,000.00
Total Employee Benefits	20,925,794	-	-	20,925,794.00
OTHER				
Capital Projects	-	1,285,000	-	1,285,000.00
General Liability Insurance	-	1,044,877	-	1,044,877.00
Judgements	-	50,000	-	50,000.00
Stabilization Fund	-	-	-	-
CIP Reserve Fund	-	-	-	-
Trust Fund	-	300,000	-	300,000.00
State Assessments	-	24,002,021	-	24,002,021.00
Negotiation Reserve	-	-	-	-
Reserve for Abatements and Exemption	-	-	-	-
Total Other	-	26,681,898	-	26,681,898.00

Total General Fund

62,257,501 198,578,727 865,000 261,701,228.00

RESULT:	MOVED TO SECOND READING, PUBLIC HEARING (JIMENEZ-RIVERA)
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b. **ID#: 25F28** – The following Order was introduced by Council President DeJesus.

**Order Concerning Appropriations for Fiscal Year Beginning July 1, 2025
Sewer Enterprise Fund**

Ordered, that the following sums, designated as appropriations, are hereby appropriated in the Sewer Enterprise Fund of the City of Chelsea as follows:

	Salaries Appropriations	Operations & Maintenance Expenses Appropriations	Capital Appropriations	Total
Sewer Enterprise	795,409	12,083,775	1,985,043	14,864,227

RESULT:	MOVED TO SECOND READING (JIMENEZ-RIVERA)
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c. **ID#: 25F29** – The following Order was introduced by Council President DeJesus.

**Order Concerning Appropriations for Fiscal Year Beginning July 1, 2025
Water Enterprise Fund**

Ordered, that the following sums, designated as appropriations, are hereby appropriated in the Water Enterprise Fund of the City of Chelsea as follows:

	Salaries Appropriations	Operations & Maintenance Expenses Appropriations	Capital Appropriations	Total
Water Enterprise	795,409	7,862,797	1,787,652	10,445,858

RESULT:	MOVED TO SECOND READING (JIMENEZ-RIVERA)
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d. **ID#: 25F30** – The following Order was introduced by Council President DeJesus.

**Order Concerning Appropriations for Fiscal Year Beginning July 1, 2025
Free Cash**

Ordered, that the City appropriations and assessments in the General Fund are to be financed in part by Certified Free Cash of the City of Chelsea as follows:

- Free Cash in the amount of \$1,710,663

RESULT:	MOVED TO SECOND READING (JIMENEZ-RIVERA)
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e. **ID#: 25F31** – The following Order was introduced by Councilor Taylor.

Ordered, that, in accordance with M.G.L Ch. 44, Section 64, budget management procedures, whereby costs incurred in FY24 were not paid and are owed to the vendors, and to meet this obligation funds are required from the current year FY25 budget as noted, the Chelsea City Council authorizes the following expenditures to satisfy the unpaid balances that total \$2,259.75 from prior years as follows:

Year	Dept	Amount	Vendor	Purpose
FY24	911	\$2,259.75	Verizon	Cost for phone lines

RESULT: REFERRED TO WAYS AND MEANS (TAYLOR)

f. **ID#: 25F32** – The following Order was introduced by Councilor Taylor.

Ordered, that the Chelsea City Council authorizes the appropriation of \$100,000 in Free Cash to the FY25 Housing and Community Development Contract Services Expense Account #30305-530600 for the Downtown Initiative, including local organizations and small business support, civic engagement and public art and events.

RESULT: REFERRED TO WAYS AND MEANS (TAYLOR)

g. **ID#: 25F33** – The following Order was introduced by Councilor Taylor.

Ordered, that the Chelsea City Council authorizes appropriations from Free Cash to the following salary accounts:

- \$2,757.00 from Free Cash to the Fiscal Year 2025 Legislative – Regular Salary Account #0111051-510200.
- \$500.00 from Free Cash to the Fiscal Year 2025 Payroll – Longevity Account #0114751-515600.
- \$22,147.00 from Free Cash to the Fiscal Year 2025 Personnel – Temporary Account #0115251-510300.
- \$6,138.00 from Free Cash to the Fiscal Year 2025 City Clerk – Regular Salary Account #0116151-510200.
- \$8,697.00 from Free Cash to the Fiscal Year 2025 City Clerk – Overtime Account #0116151-510400.
- \$11,242.00 from Free Cash to the Fiscal Year 2025 City Clerk – Poll Workers Account #0116151-510800.
- \$900.00 from Free Cash to the Fiscal Year 2025 City Clerk – Unused Sick Leave Bonus Account #0116151-519100.

- \$641.00 from Free Cash to the Fiscal Year 2025 Permitting and Land Use – Regular Salary Account #0117051-510200.
- \$199,426.00 from Free Cash to the Fiscal Year 2025 Emergency Management – Overtime Account #0123051-510400.
- \$11,563.00 from Free Cash to the Fiscal Year 2025 Emergency Management – Holiday Account #0123051-515300.
- \$3,493.00 from Free Cash to the Fiscal Year 2025 Parking Department – Regular Salary Account #0129351-510200.
- \$826.00 from Free Cash to the Fiscal Year 2025 Parking Department – Overtime Account #0129351-510400.
- \$54,281.00 from Free Cash to the Fiscal Year 2025 DPW Snow – Overtime Account #0142351-510400.
- \$20,290.00 from Free Cash to the Fiscal Year 2025 HHS Admin – Regular Salary Account #0151051-510200.
- \$1,650.00 from Free Cash to the Fiscal Year 2025 HHS Admin – Longevity Account #0151051-515600.
- \$4,600.00 from Free Cash to the Fiscal Year 2025 Health Officer – Regular Salary Account #0151151-510200.
- \$28,300.00 from Free Cash to the Fiscal Year 2025 Library – Regular Salary Account #0161051-510200.
- \$900.00 from Free Cash to the Fiscal Year 2025 Library – Longevity Account #0161051-515600.
- \$43,000.00 from Free Cash to the Fiscal Year 2025 Employee Benefit – Medicare Account #0191051-517600.

RESULT:	REFERRED TO WAYS AND MEANS (TAYLOR)
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h. ID#: 25F34 – The following Order was introduced by Councilor Taylor.

Ordered, that the Chelsea City Council authorizes the transfer of \$14,901.00 from Salary Reserve Account #0199959-598000 to the Fiscal Year 2025 Legislative – Regular Salary Account #0111051-510200.

RESULT:	REFERRED TO WAYS AND MEANS (TAYLOR)
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i. ID#: 25F35 – The following Order was introduced by Councilor Taylor.

Ordered, that the Chelsea City Council authorizes appropriations from Free Cash to the following operating accounts:

- \$20,000.00 from Free Cash to the Fiscal Year 2025 Law Department – Legal Services Account # 0115152-530100 for Forbes Bankruptcy counsel.
- \$10,000.00 from Free Cash to the Fiscal Year 2025 Personnel Department –Medical Services Account # 0115252-531200.
- \$61,106.00 from Free Cash to the Fiscal Year 2025 MIS Department – Contract Services Account #0115552-530600 for Cisco Firewall and Ubiquiti extenders.
- \$8,000.00 from Free Cash to the Fiscal Year 2025 City Clerk Department – Postage Account #0116152-522300.
- \$10,385.00 from Free Cash to the Fiscal Year 2025 City Clerk Department – Voting Machines Account # 0116158-586600, for voting booth upgrades for elections.
- \$10,000.00 from Free Cash to the Fiscal Year 2025 Fire Department – Software License Account # 0122052-523300, for the records management system software license.
- \$169,531.00 from Free Cash to the Fiscal Year 2025 DPW Snow Department – Contract Services Account # 0142352-530600.
- \$156,392.00 from Free Cash to the Fiscal Year 2025 DPW Snow Department –Salt Account # 0142352-546300.
- \$10,000.00 from Free Cash to the Fiscal Year 2025 DPW Building & Grounds Department – Building Maintenance Account # 0147052-524100 for fencing at Bosson Park.
- \$15,300.00 from Free Cash to the Fiscal Year 2025 DPW Building & Grounds Department – Other Expenditure Account # 0147052-570000 for real estate taxes.

RESULT:	REFERRED TO WAYS AND MEANS (TAYLOR)
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j. **ID#: 25F36** – The following Order was introduced by Councilor Taylor.

WHEREAS, Pursuant to M.G.L. c. 44, §53E½, the City has adopted a new Ordinance, Section 2-200, authorizing six revolving funds; and

WHEREAS, Each year, the Ordinance requires the City Council to vote annually on or before July 1 on the amount that may be spent from each of these revolving funds during the upcoming fiscal year;

NOW THEREFORE BE IT ORDERED:

Chelsea Community Schools (#4407):

Aggregate expenditures from the fund shall not exceed \$100,000 in a single fiscal year;

All money received after the fund has reached a balance of \$100,000 shall be credited to the General Fund.

Elder Affairs Revolving Fund (#3802):

Aggregate expenditures from the fund shall not exceed \$1,000 in a single fiscal year;

All money received after the fund has reached a balance of \$1,000 shall be credited to the General Fund.

Emergency Management Hazardous Material Revolving Fund (#4615):

Aggregate expenditures from the fund shall not exceed \$30,000 in a single fiscal year;

All money received after the fund has reached a balance of \$30,000 shall be credited to the General Fund.

Vacant, Unsafe Buildings and Nuisance Properties Revolving Fund (#4627):

Aggregate expenditures from the fund shall not exceed \$30,000 in a single fiscal year;

All money received after the fund has reached a balance of \$30,000 shall be credited to the General Fund.

Tax Title Foreclosure Properties Revolving Fund (#4631):

Aggregate expenditures from the fund shall not exceed \$100,000 in a single fiscal year;

All money received after the fund has reached a balance of \$100,000 shall be credited to the General Fund.

Chelsea Public Library Revolving Fund (#4201):

Aggregate expenditures from the fund shall not exceed \$20,000 in a single fiscal year;

All money received after the fund has reached a balance of \$20,000 shall be credited to the General Fund.

RESULT: REFERRED TO WAYS AND MEANS (TAYLOR)
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k. **ID#: 25F37** – The following Order was introduced by Councilor Taylor.

**Authorization of a Revolving Account
For the School Department Non-Resident Student Tuition Revolving Fund**

WHEREAS, Section 71F of Chapter 71 of the General Laws authorizes cities and towns to accept and establish departmental revolving funds subject to certain budgetary restrictions; and

WHEREAS, The City of Chelsea School Committee adopted and implemented a tuition fee to be charged to other public-school systems wishing to use the Chelsea Public Schools' special education programs and further voted to establish a Non-Resident Student Tuition revolving fund for the receipt and disbursement of said tuition and fees collected by Chelsea Public Schools; **NOW THEREFORE BE IT**

ORDERED, that the Chelsea City Council hereby authorizes the establishment of a revolving fund for the School Department in accordance with the provisions of Section 71F of Chapter 71 of the General Laws, subject to the following conditions:

1. Only proceeds received by the City, pursuant to the provisions of M.G.L. c. 71 section 71F shall be credited to the fund;
2. Aggregate expenditures from the fund shall not exceed \$250,000 in a single fiscal year;
3. All proceeds received in a single year after the fund has reached a balance of \$250,000 shall be credited to the General Fund;
4. Expenditures from this fund shall be authorized by the School Committee or their designee and shall not exceed the available balance of the revolving fund;
5. Such funds shall be expended only for purposes directly associated provisions of M.G.L. c. 71 Section 71F;
6. No expenditure may be made from such revolving fund for the purposes of paying full or part-time employee's wages or salaries unless the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries so paid;
7. The School Department shall provide a report including all receipts and expenditures of this fund to the City Manager on a quarterly basis and to the City Council on an annual basis in accordance with the provisions of Section 53E1/2 of Chapter 44 of the General Laws;
8. This revolving fund requires authorization for each ensuing fiscal year, and
9. This fund is hereby authorized until June 30, 2026.

RESULT: REFERRED TO WAYS AND MEANS (TAYLOR)
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1. **ID#: 2564** – The following Order was introduced by Council President DeJesus.

WHEREAS, By Section 30 of Chapter 43, Section 14 of Chapter 40, and Chapter 79 of the Massachusetts General Laws, all as amended, it is provided that the Chelsea City Council may take a temporary easement in and to, in the name of the City for any municipal purpose, land within the limits of the City not already appropriated for public use; and

WHEREAS, The City's Administration has identified and recommended a parcel in Chelsea which is necessary to be temporarily acquired by easement in order to promote and effectuate the City's protection from flooding, for long term economic development, and for affordable and market rate housing goals; and

WHEREAS, The taking of a temporary easement by eminent domain of the lands hereinafter described has been recommended by the City's Administration; and

WHEREAS, There is funding available for the anticipated expense of acquisition as required by the aforesaid Sections of Chapters 40, 43, and 79, however this temporary easement is to be donated to the City;

NOW, THEREFORE, by virtue of and in the pursuance of the authority conferred by said Chapters of the General Laws and by every other power and authority it thereto enabling, the City of Chelsea by its Council does hereby take a temporary easement in the land hereinafter described and all privileges and appurtenances

thereto belonging for the purposes and uses accessory thereto. Intending to take and hereby taking a temporary easement within such description by whatsoever the same may be owned, vis:

A portion of the property in Chelsea, Suffolk County, Commonwealth of Massachusetts, known and numbered as 359 Beacham Street, Chelsea, Massachusetts, bounded and described as follows:

A certain parcel of land situated in the Commonwealth of Massachusetts, County of Suffolk, City of Chelsea, located on the southerly side of Beacham Street being shown as "14' WIDE TEMPORARY EASEMENT" on a plan entitled "Acquisition and Easement Plan of Land in Chelsea, MA (Suffolk County)" dated May 8th, 2025, prepared by Beals and Thomas, Inc. (the "Plan") which is recorded herewith, a reduced copy of which is attached hereto as Exhibit 1 (the "Property"), for municipal purposes, all in connection with the so-called Island End River Flood Resilience Project (the "Project"), being more particularly bounded and described as follows:

Commencing from the southerly sideline of Beacham Street at the intersection of land now or formerly of the Development and Marketing Group Chelsea I LLC / 359 Hamilton South LLC and land now or formerly of JDC 65R Owner LLC, thence S 24° 37' 34" E 194.53 feet to the point of beginning, thence running

N 61° 11' 19" W	260.45 feet to a point, thence turning and running;
N 24° 38' 08" E	14.04 feet to a point, thence turning and running;
S 61° 11' 19" E	260.44 feet to a point, thence turning and running;
S 24° 37' 34" W	14.04 feet to the point of beginning. Said course being by land now or formerly of JDC 65R Owner LLC.

Being the "Temporary Easement Premises" containing 3,646 square feet more or less.

The land affected by the herein taking is owned or supposedly owned by the owners listed in Schedule A, attached hereto and incorporated within, hereinafter referred to as the Owner. If in any instance the name of any Owner is not correctly stated in Schedule A, the names of the supposed Owner being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an owner or owners unknown to the City.

The temporary easement taken is a non-exclusive, temporary easement upon, over, under, above, below, in, across, and through, portions of the property known and numbered as 359 Beacham Street, Chelsea, Massachusetts, as depicted on the Plan.

The scope of work shall include staging of materials and equipment required to construct the following features of the Project within the Temporary Easement Premises. A temporary pumping facility, including trash pumps and piping needed to support work in the Project area, will be staged within the Temporary Easement Premises. Work shall generally be performed in accordance with permits, include temporary work zone safety conventions, and provisions for sediment control. Temporary fences, partitions, cones, signs, and barriers may be employed at times to partition and manage access to work areas. Health and safety measures shall be employed in construction in accordance with identified risks.

The temporary easement will be effective for TWENTY (20) YEARS beginning on the date of recording of this Order of Taking in the Suffolk Registry of Deeds.

Easement Rights

The City, including without limitation, its employees and officials, agents, and invitees, and its contractors, subcontractors and assignees, shall have the non-exclusive right and easement to enter upon the Temporary Easement Premises from time to time for access, ingress and egress by foot, motor vehicle, and heavy equipment, for performance of the work within the Temporary Easement Premises for all work

described herein, and any additional work as may be reasonably necessary for the accomplishment of the Project (the "Work"), which shall include without limitation, construction, installation, placement, operation, reconstruction, inspection, maintenance, repair, replacement, removal, and all uses necessary or incidental thereto, further including, without limitation, using and temporarily storing, as needed, construction equipment, materials or other incidental items at the Temporary Easement Premises to perform the Work. The City shall have the right to remove any structures, objects, utilities, subsurface materials, and/or vegetation (including trees and shrubs) now or hereafter located within the Temporary Easement Premises whenever their removal shall be necessary or convenient to exercise the rights taken hereunder.

In the exercise of its rights hereunder, the City agrees that it shall take all reasonable steps necessary to preserve the use of the Temporary Easement Premises by the owner for any and all purposes not inconsistent herewith, provided that owner's use does not interfere with the use and operation of the City's Work and improvements as described herein.

The owner shall have the right to enter upon and use its property within the Temporary Easement Premises at their own risk, provided that, at no time shall the owner or any of its agents, and invitees, contractors, subcontractors and assignees materially interfere with the Work performed or improvements made within the Temporary Easement Premises, or unduly put themselves at risk.

In exercising the rights and easements taken hereunder, the City agrees that it shall perform the Work within the Temporary Easement Premises in compliance with any applicable laws, rules, regulations, and/or bylaws; obtain any and all permits and approvals required by laws, rules, regulations, and/or bylaws to perform such work; repair any damage caused as a result of the City's negligent acts or omissions, using good faith efforts to restore the surface of the Temporary Easement Premises, if disturbed, to its condition prior to such disturbance, as close as reasonably practicable.

The City shall, upon the completion of the Project, restore any portion of the Temporary Easement Premises damaged as a result of the City's exercise of the rights acquired herein to the condition existing prior to such disturbance, as closely as reasonably practicable.

All rights and privileges herein taken, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

The land affected by the herein taking is owned or supposedly owned by the owners listed in Schedule A, attached hereto and incorporated herein, hereinafter referred to as the Owner. If in any instance the name of any owner is not correctly stated in Schedule A, the names of the supposed Owner being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an owner or owners unknown to the City.

No betterments are to be assessed under this taking. Any trees and improvements upon the land taken are included in the taking.

No damages have been awarded as the Owner has waived all damages.

NOW, THEREFORE BE IT ORDERED, that the taking of the temporary easement in and to the land along with all buildings and trees thereon herein described, duly authorized in accordance with General Laws, Chapter 40, Section 14, Chapter 43, Section 30 and Chapter 79, all as amended, for this taking is made, and, except as provided below, is made together with any and all easements and rights appurtenant thereto, including trees, buildings, and other structures standing upon or affixed thereto and including the interests of the supposed owners, if any, in all public streets, highways, and public ways within or adjacent to the Property.

Excepting from the rights taken are all easements for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewerage, gas, oil, steam, electricity and telephone communication and other utilities now lawfully in or upon the Property; and

BE IT FURTHER ORDERED, that in accordance with the provisions of Massachusetts General Laws, Chapter 79, as amended, the City accepts the temporary easement as a donation in accordance with Chapter 79. The City of Chelsea reserves the right to amend the award of damages at any time prior to payment for good cause shown; and

BE IT FURTHER ORDERED, that a representative(s) of the City of Chelsea shall cause this Order of Taking to be recorded in the Suffolk County Registry of Deeds, in Boston, Massachusetts, and filed with the Suffolk County Registry District of the Land Court, if necessary, and shall forward such notices of this taking to such persons entitled to receive notice by law, and shall make payment of the damages sustained on account of this taking at such time and to such persons entitled thereto as is required by law, and shall notify the Treasurer and Collector of Taxes in the City of Chelsea of this taking in accordance with M.G.L. c. 79; and

BE IT FURTHER ORDERED, that the City Manager and/or his designee, are further authorized: (i) to execute and deliver any notices, and other correspondence found to be necessary or convenient in connection with such acquisition; (ii) to take such actions as are necessary to affect such taking and/or are called for in the Order of Taking or other conveyance instrument to be executed in accordance with this vote, including, without limitation, recording and filing such instruments in the Suffolk County Registry of Deeds and the Suffolk County Registry District of the Land Court, if necessary; (iii) to take such other actions related to the processing and notice of the taking as are required by law; and (iv) to make payments of the award to the owners and all other parties having any interest in the Property in accordance with state law, if any.

RESULT:	MOVED TO SECOND READING, PUBLIC HEARING (JIMENEZ-RIVERA)
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m. **ID#: 2565** – The following Order was introduced by Council President DeJesus.

WHEREAS, By Section 30 of Chapter 43, Section 14 of Chapter 40, and Chapter 79 of the Massachusetts General Laws, all as amended, it is provided that the Chelsea City Council may take in fee in and to, in the name of the City for any municipal purpose, land within the limits of the City not already appropriated for public use; and

WHEREAS, The City's Administration has identified and recommended a parcel in Chelsea which is necessary to be acquired in order to promote and effectuate the City's protection from flooding, for long term economic development, and for affordable and market rate housing goals; and

WHEREAS, The taking by eminent domain of the lands hereinafter described has been recommended by the City's Administration; and

WHEREAS, There is funding available for the anticipated expense of acquisition as required by the aforesaid Sections of Chapters 40, 43, and 79;

NOW, THEREFORE, by virtue of and in the pursuance of the authority conferred by said Chapters of the General Laws and by every other power and authority it thereto enabling, the City of Chelsea by its Council does hereby take in fee the land hereinafter described and all privileges and appurtenances thereto belonging for the purposes and uses accessory thereto. Intending to take and hereby taking in fee an included within such description by whatsoever the same may be owned, vis:

A portion of the property in Chelsea, Suffolk County, Commonwealth of Massachusetts, known and numbered as 145 Market Street, Chelsea, Massachusetts, bounded and described as follows:

A certain parcel of land situated in the Commonwealth of Massachusetts, County of Suffolk, City of Chelsea, located on the easterly side of Market Street being shown as "ACQUISITION PARCEL 2" on a plan entitled "Acquisition and Easement Plan of Land in Chelsea, MA (Suffolk County)" dated May 8th, 2025, prepared by Beals and Thomas, Inc. (the "Plan"), which is recorded herewith, a reduced copy of which is attached hereto as Exhibit 1 (the "Property"), for municipal purposes, all in connection with the so-called Island End River Flood Resilience Project (the "Project"), being more particularly bounded and described as follows:

Beginning at a point at the most southwesterly corner of the parcel, said point being on the easterly sideline of Market Street at the intersection of land now or formerly of the Commonwealth of Massachusetts and land now or formerly of the Development and Marketing Group Brookline I LLC, thence running;

N 36° 57' 44" E	168.30 feet to a point, said course being by the easterly sideline of Market Street, thence turning and running;
S 65° 21' 52" E	83.03 feet to a point, said course being by land now or formerly of the Revere Federal Savings and Loan Association, thence turning and running;
S 12° 56' 13" E	138.21 feet to a point, said course being in part by land now or formerly of the Revere Federal Savings and Loan Association and in part by land now or formerly of the Development and Marketing Group Chelsea I LLC / 359 Hamilton South LLC, thence turning and running;
S 54° 48' 49" W	175.03 feet to a point of curvature, said course being by land now or formerly of the City of Chelsea and Island End River, thence turning and running;

Northwesterly by a curve to the left having a radius of 1008.00 feet and a length of 150.41 feet to the point of beginning. Said course being by land now or formerly of the Commonwealth of Massachusetts

Containing 32,950 square feet more or less, or 0.756 acres more or less.

Being the same premises, together with the improvements thereon, if any, as is shown as Land Court Lot 24 on Land Court Plan LCC 22029-E

The land affected by the herein taking is owned or supposedly owned by the owners listed in Schedule A, attached hereto and incorporated within, hereinafter referred to as the Owner. If in any instance the name of any Owner is not correctly stated in Schedule A, the names of the supposed Owner being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an owner or owners unknown to the City.

The negotiated fair market value of said parcel has been determined to be Eight Hundred Twenty-One Thousand One Hundred Sixty-Three and 51/100 Dollars (\$821,163.51).

NOW, THEREFORE BE IT ORDERED, The taking of the fee in and to the land along with all buildings and trees thereon herein described, duly authorized in accordance with General Laws, Chapter 40, Section 14, Chapter 43, Section 30 and Chapter 79, all as amended, for this taking is made in fee simple, and, except as provided below, is made together with any and all easements and rights appurtenant thereto, including trees, buildings, and other structures standing upon or affixed thereto and including the interests of the supposed owners, if any, in all public streets, highways, and public ways within or adjacent to the Property.

Excepting from the rights taken are all easements for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewerage, gas, oil, steam, electricity and telephone communication and other utilities now lawfully in or upon the Property; and

BE IT FURTHER ORDERED, that in accordance with the provisions of Massachusetts General Laws, Chapter 79, as amended, an award is made by the City of Chelsea in an amount as determined by appraisal in accordance with Chapter 79, plus taxes and interest legally owed for damages sustained by the owner or owners and all other persons, including all mortgagees of record, having any and all interest in the Property and entitled to any damages by reason of the taking. The City of Chelsea reserves the right to amend the award at any time prior to payment for good cause shown; and

BE IT FURTHER ORDERED, that a representative(s) of the City of Chelsea shall cause this Order of Taking to be recorded in the Suffolk County Registry of Deeds, in Boston, Massachusetts, and filed with the Suffolk County Registry District of the Land Court, if necessary, and shall forward such notices of this taking to such persons entitled to receive notice by law, and shall make payment of the damages sustained on account of this taking at such time and to such persons entitled thereto as is required by law, and shall notify the Treasurer and Collector of Taxes in the City of Chelsea of this taking in accordance with M.G.L. c. 79; and

BE IT FURTHER ORDERED, that the City Manager and/or his designee, are further authorized: (i) to execute and deliver any notices, and other correspondence found to be necessary or convenient in connection with such acquisition; (ii) to take such actions as are necessary to affect such taking and/or are called for in the Order of Taking or other conveyance instrument to be executed in accordance with this vote, including, without limitation, recording and filing such instruments in the Suffolk County Registry of Deeds and the Suffolk County Registry District of the Land Court, if necessary; (iii) to take such other actions related to the processing and notice of the taking as are required by law; and (iv) to make payments of the award to the owners and all other parties having any interest in the Property in accordance with state law.

RESULT:	MOVED TO SECOND READING, PUBLIC HEARING (JIMENEZ-RIVERA)
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n. **ID#: 2566** – The following Order was introduced by Council President DeJesus.

WHEREAS, By Section 30 of Chapter 43, Section 14 of Chapter 40, and Chapter 79 of the Massachusetts General Laws, all as amended, it is provided that the Chelsea City Council may take in fee in and to, in the name of the City for any municipal purpose, land within the limits of the City not already appropriated for public use; and

WHEREAS, The City's Administration has identified and recommended a parcel in Chelsea which is necessary to be acquired in order to promote and effectuate the City's protection from flooding, for long term economic development, and for affordable and market rate housing goals; and

WHEREAS, The taking by eminent domain of the lands hereinafter described has been recommended by the City's Administration; and

WHEREAS, There is funding available for the anticipated expense of acquisition as required by the aforesaid Sections of Chapters 40, 43, and 79;

NOW, THEREFORE, by virtue of and in the pursuance of the authority conferred by said Chapters of the General Laws and by every other power and authority it thereto enabling, the City of Chelsea by its Council does hereby take in fee the land hereinafter described and all privileges and appurtenances thereto belonging for the purposes and uses accessory thereto. Intending to take and hereby taking in fee an included within such description by whatsoever the same may be owned, vis:

A portion of the property in Chelsea, Suffolk County, Commonwealth of Massachusetts, known and numbered as 359 Beacham Street, Chelsea, Massachusetts, bounded and described as follows:

A certain parcel of land situated in the Commonwealth of Massachusetts, County of Suffolk, City of Chelsea, located on the southerly side of Beacham Street being shown as "ACQUISITION PARCEL 1" on a plan entitled "Acquisition and Easement Plan of Land in Chelsea, MA (Suffolk County)" dated May 8th, 2025, prepared by Beals and Thomas, Inc. (the "Plan"), which is recorded herewith, a reduced copy of which is attached hereto as Exhibit 1 (the "Property"), for municipal purposes, all in connection with the so-called Island End River Flood Resilience Project (the "Project"), being more particularly bounded and described as follows:

Commencing from the southerly sideline of Beacham Street at the intersection of land now or formerly of the Revere Federal Savings and Loan Association and land now or formerly of the Development and Marketing Group Chelsea I LLC / 359 Hamilton South LLC, thence

S 24° 38' 08" E	173.30 feet to the point of beginning, thence running;
S 61° 11' 19" E	291.53 feet to a point, thence turning and running;
S 24° 37' 34" W	45.12 feet to a point, said course being by land now or formerly of JDC 65R Owner LLC, thence turning and running;
N 61° 11' 19" W3	17.28 feet to a point, said course being by land now or formerly of the City of Chelsea, thence turning and running;
N 12° 56' 13" W	39.80 feet to a point, said course being by land now or formerly of the Development and Marketing Group Brookline I LLC, thence turning and running;
S 65° 21' 52" E	49.94 feet to a point, thence turning and running;
N 24° 38' 08" E	11.70 feet to the point of beginning. Said last two courses being by land now or formerly of the Revere Federal Savings and Loan Association.

Being a portion of the same premises, together with the improvements thereon, if any, described in a deed recorded at Suffolk Registry District of the Land Court, as Document No. 937651 and Document No. 649650. This parcel contains approximately 14,336 square feet more or less, or 0.329 acres more or less.

The land affected by the herein taking is owned or supposedly owned by the owners listed in Schedule A, attached hereto and incorporated within, hereinafter referred to as the Owner. If in any instance the name of any Owner is not correctly stated in Schedule A, the names of the supposed Owner being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an owner or owners unknown to the City.

The negotiated fair market value of said parcel has been determined to be Four Hundred Seventy-Eight Thousand Eight Hundred Thirty-Six and 49/100 Dollars (\$478,836.49).

NOW, THEREFORE BE IT ORDERED, The taking of the fee in and to the land along with all buildings and trees thereon herein described, duly authorized in accordance with General Laws, Chapter 40, Section 14, Chapter 43, Section 30 and Chapter 79, all as amended, for this taking is made in fee simple, and, except as provided below, is made together with any and all easements and rights appurtenant thereto, including trees, buildings, and other structures standing upon or affixed thereto and including the interests of the supposed owners, if any, in all public streets, highways, and public ways within or adjacent to the Property.

Excepting from the rights taken are all easements for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewerage, gas, oil, steam, electricity and telephone communication and other utilities now lawfully in or upon the Property; and

BE IT FURTHER ORDERED, that in accordance with the provisions of Massachusetts General Laws, Chapter 79, as amended, an award is made by the City of Chelsea in an amount as determined by appraisal in accordance with Chapter 79, plus taxes and interest legally owed for damages sustained by the owner or owners and all other persons, including all mortgagees of record, having any and all interest in the Property

and entitled to any damages by reason of the taking. The City of Chelsea reserves the right to amend the award at any time prior to payment for good cause shown; and

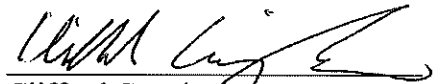
BE IT FURTHER ORDERED, that a representative(s) of the City of Chelsea shall cause this Order of Taking to be recorded in the Suffolk County Registry of Deeds, in Boston, Massachusetts, and filed with the Suffolk County Registry District of the Land Court, if necessary, and shall forward such notices of this taking to such persons entitled to receive notice by law, and shall make payment of the damages sustained on account of this taking at such time and to such persons entitled thereto as is required by law, and shall notify the Treasurer and Collector of Taxes in the City of Chelsea of this taking in accordance with M.G.L. c. 79; and

BE IT FURTHER ORDERED, that the City Manager and/or his designee, are further authorized: (i) to execute and deliver any notices, and other correspondence found to be necessary or convenient in connection with such acquisition; (ii) to take such actions as are necessary to affect such taking and/or are called for in the Order of Taking or other conveyance instrument to be executed in accordance with this vote, including, without limitation, recording and filing such instruments in the Suffolk County Registry of Deeds and the Suffolk County Registry District of the Land Court, if necessary; (iii) to take such other actions related to the processing and notice of the taking as are required by law; and (iv) to make payments of the award to the owners and all other parties having any interest in the Property in accordance with state law.

RESULT:	MOVED TO SECOND READING, PUBLIC HEARING (JIMENEZ-RIVERA)
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The meeting adjourned at 7:53 PM.

Respectfully submitted,



Clifford Cunningham
Clerk, Chelsea City Council



CITY OF CHELSEA, MA
Office of the City Manager

City Hall, 500 Broadway, Room 302 · Chelsea, MA 02150
Phone: 617.466.4100 · Fax: 617.466.4175 · Email: fmaltez@chelseama.gov

Fidel Maltez
City Manager

May 28, 2025

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Approval for Department to Pay Prior Year Expenses*

Dear Councilors:

I am writing to request approval for the City Clerk Department to make payments on prior year expenses using their FY25 budget. The Department has been working with the Chelsea Record to clean-up prior year balances. There was some confusion given the large number of advertisements that are sent out and posted by the City Clerk's office to the Chelsea Record. The Chelsea Record initially send the invoices to another City department.

From time to time, municipal agencies are unable to effectuate payments to a vendor in the year that the goods or services are provided. When such instances occur, the City Council must approve the payments from the current year department budget for the prior year's obligations. Currently, we have identified an outstanding prior year City obligation that total \$80.00.

The City Clerk Department has sufficient funds to meet the outstanding obligation. No new funds are required. The only action necessary is Council approval to make the payment. A copy of the recommended Order is also attached.

Sincerely,

Fidel A. Maltez
City Manager

Attachments

Cc: Jeannette Cintron White, City Clerk
Socheath Toda, City Auditor

Chelsea City Council
Chelsea City Hall
500 Broadway, Room 306
Chelsea, MA 02150

Item: # 25CM97

28 MAY '25 AM 11:39





June 2, 2025

ORDERED, that in accordance with M.G.L Ch. 44, Section 64, budget management procedures, whereby costs incurred in FY24 were not paid and are owed to the vendor, and to meet this obligation funds are required from the current year FY25 budget as noted, that the City Council authorize the following expenditures to satisfy the unpaid balances that total \$80.00 from prior years as follows

Year	Dept	Amount	Vendor	Purpose
FY24	City Clerk	\$80.00	Chelsea Record	Cost for Advertisement

Councilor



CITY OF CHELSEA, MA
Office of the City Clerk

City Hall, 500 Broadway, Room 209 · Chelsea, MA 02150
Phone: 617.466.4054 · Fax: 617.466.4059 · Email: jcwhite@chelseama.gov

Jeannette Cintron White
City Clerk

Gabriela Solis
Assistant City Clerk

Carmen Vega
Administrative Assistant

MEMORANDUM

To: Michael Mason, Deputy City Manager
From: Jeannette Cintron White, City Clerk
Date: May 20, 2025
RE: Authorization Request to Pay Past Due Invoices

I am requesting the authorization to expend \$80.00 of the FY 2025 funds to satisfy the unpaid balance to the Chelsea Record, in accordance with M.G.L. Ch. 44 Section 64. The costs incurred in FY 2024 were not paid due to a billing discrepancy by the vendor.

The details of the invoices are as follows:

Invoice #247839, dated 9/19/2023 in the amount of \$40.00
Invoice #250779, dated 6/4/2024 in the amount of \$40.00

Please find the attached invoices for your review. The department can meet these payment obligations without a supplement to the FY25 budget.

If you have any questions, please feel free to contact me. Thank you for your attention to this matter.

Jeannette Cintron White
City Clerk

P.O. Box 380
385 Broadway
Revere, MA 02151

Date	Invoice #
9/19/2023	247839

Bill To
Chelsea Parking & Traffic 500 Broadway City Hall, Rm 209 Chelsea, MA 02150

P.O. No.	Terms	Rep
		EB

Item	Description	Run Date	Qty	Rate	Amount
Legal	Legal-CH - NOTICE - 68 SHAWMUT ST	091323		40.00	40.00

Publishers of The Revere Journal, Winthrop Sun Transcript, East Boston Times-Free Press, Chelsea Record, Everett Independent, Lynn Journal, Charlestown Patriot-Bridge, Boston Sun, The Beacon Hill Times, The North End Regional Review, and The Jamaica Plain and Mission Hill Gazette

Total	\$40.00
Payments/Credits	\$0.00
Balance Due	\$40.00

LEGAL NOTICES

LEGAL NOTICE

Public Hearing: Universal Tobacco Permit Renewal. The Chelsea Board of Health will hold an in-person public hearing at 5:30 pm on Tuesday, September 26, 2023, at the Williams School Building located at 180 Walnut Street, Chelsea, MA. The Public Hearing is to consider Broadway Upper's appeal of the Director of Public Health's determination that the license failed to timely the application to renew their tobacco sales permit. To share comments please email chealth@cityofchelsea.gov 9/14/23, 9/21/23

LEGAL NOTICE

NOTICE OF HEARING. Case No. 2023-030. In accordance with the Massachusetts Zoning Act, Chapter 40A, the Chelsea Planning Board will hold a public hearing at Council Chambers, City Hall, 500 Broadway, Tuesday, September 26, 2023, 6:00 PM. For Major Site Plan Review of a Petition for a Planned Development for the construction of six residential townhouses and renovating the existing building, Adams building, Sargent building, Sullivan building, Laundry building, Connector building, First Parcel building, and the development building with a unit count of two hundred thirty-four residential units at the premises known as 11 & 95 Great Avenue,

66-66 Hillside Avenue, A-81 Summit Avenue. All interested parties are encouraged to attend. A copy of the petition is available for review at the City Clerk's Office during normal business hours. Per Order: Jack Willis, Clerk 9/14/23, 9/21/23

LEGAL NOTICE

NOTICE OF PUBLIC HEARING. TRAFFIC AND PARKING COMMISSION PUBLIC HEARING. Notice is hereby given in accordance with Chapter 90 of the General Laws of the Commonwealth of Massachusetts and pursuant to Section 6-3 of the Charter of the City of Chelsea that a Public Hearing of the Chelsea Traffic and Parking Commission will be held on Tuesday, October 3, 2023 at 6:00 PM. City Council Chambers, 500 Broadway. Pursuant to Section 6-3 of the Charter of the City of Chelsea, the purpose of the public hearing is to receive comment regarding the proposed plan for Chelsea Point at 250 Marginal Street/22 Willow Street. Per Order: Chief Keith E. Houghton, Chairperson 9/14/23, 9/21/23

LEGAL NOTICE

CITATION GOING. NOTICE OF PETITION FOR APPOINTMENT OF GUARDIAN FOR INCAPACITATED PERSON PURSUANT TO

PERSON PURSUANT TO G.L.C. 190B, Section 5-304. Chelsea, MA. SU23P184-020. Commonwealth of Massachusetts. The Trial Court Suffolk Probate and Family Court 24 New Chelsea Street Boston MA, 02114. In the matter of: Donald Webster of Chelsea, MA. RESIDENTIAL Alleged Incapacitated Person to be named Respondent and all other interested persons. A petition has been filed by Messrs. David M. Manteuffel and 11 of Weymouth, MA. In the above captioned matter alleging that Donald Webster is in need of a Guardian and requesting that (he or she or other suitable person) be appointed as Guardian to serve without surety on the bond. The petition asks the court to determine that the Respondent is incapacitated, that the appointment of a Guardian is necessary, and that the proposed Guardian is appropriate. The petition is to file with this court and may contain a request for certain specific authority. You have the right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 AM on the return date of 10/17/2023. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance with the court, you or your attorney

must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date. IMPORTANT NOTICE: The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense. WITNESS, Hon. Brian J. Davis, First Justice of this Court. Date: September 1, 2023. Vincent Principi, Register of Probate 9/14/23

LEGAL NOTICE

CHELSEA CONSERVATION COMMISSION. In accordance with the Massachusetts Wetland Protection Act, the Chelsea Conservation Commission will hold a Public Hearing on Wednesday, September 28, 2023, 6:00 PM via Zoom video conference. To receive the Notice of Intent submitted by Alex Train, City of Chelsea Department of Planning & Community Development, in advance and comment on the proposed Island End River and/or bank areas at low tide. All interested parties wishing to provide a public comment or to join the meeting must communicate with John DePietro at jdepietro@cityofchelsea.org 9/14/23

Chelsea, MA. Home and address must be included in order to be read during the Public Hearing. A copy of the Notice is available for review in the Department of Planning and Land Use, Planning, 100, City Hall, during City Hall business hours. Per Order: Stephen Sarkis, Chairperson 9/14/23

LEGAL NOTICE

CITY OF CHELSEA INVITATION FOR BIDS. Lead Water Service Replacement in City of Chelsea, Massachusetts, through its Chief Procurement Officer, is seeking sealed bids for all labor, equipment and materials for "Lead Water Service Replacement".

LEGAL NOTICE

NOTICE OF PUBLIC HEARING. TRAFFIC AND PARKING COMMISSION PUBLIC HEARING. Notice is hereby given in accordance with Chapter 90 of the General Laws of the Commonwealth of Massachusetts and pursuant to Section 6-3 of the Charter of the City of Chelsea that a Public Hearing of the Chelsea Traffic and Parking Commission will be held on Tuesday, October 3, 2023 at 6:00 PM. City Council Chambers, 500 Broadway. Pursuant to Section 6-3 of the Charter of the City of Chelsea, the purpose of the public hearing is to receive comment regarding the proposed plan for Chelsea Point at 250 Marginal Street/22 Willow Street. Per Order: Chief Keith E. Houghton, Chairperson 9/14/23, 9/21/23

company. On a bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City, all in the amount of 5% of the bid payable to the "City of Chelsea". The City of Chelsea reserves the right to accept any proposal, to reject any or all proposals and to waive minor irregularities and/or formalities as it deems to be in the best interest of the City. In accordance with our Minority Business Enterprise Plan, we are inviting all qualified women and minority business firms to respond. The City of Chelsea is an Equal Opportunity Employer. This invitation for bids is in accordance with M.G.L. Chapter 30, 31B, Budget Law. Chief Procurement Officer 9/14/23

LEGAL NOTICE

NOTICE OF PUBLIC HEARING. TRAFFIC AND PARKING COMMISSION PUBLIC HEARING. Notice is hereby given in accordance with Chapter 90 of the General Laws of the Commonwealth of Massachusetts and pursuant to Section 6-3 of the Charter of the City of Chelsea that a Public Hearing of the Chelsea Traffic and Parking Commission will be held on Tuesday, October 3, 2023 at 6:00 PM. City Council Chambers, 500 Broadway. Pursuant to Section 6-3 of the Charter of the City of Chelsea, the purpose of the public hearing is to receive comment regarding the proposed plan for Chelsea Point at 250 Marginal Street/22 Willow Street. Per Order: Chief Keith E. Houghton, Chairperson 9/14/23, 9/21/23

of a restrictive form on Everett Avenue, south-bound between Arlington Street and the Route 1 overpass, between 5:00 AM - 10:00 AM, Monday through Friday. Per Order: Chief Keith E. Houghton, Chairperson 9/14/23, 9/21/23

LEGAL NOTICE

NOTICE OF PUBLIC HEARING. TRAFFIC AND PARKING COMMISSION PUBLIC HEARING. Notice is hereby given in accordance with Chapter 90 of the General Laws of the Commonwealth of Massachusetts and pursuant to Section 6-3 of the Charter of the City of Chelsea that a Public Hearing of the Chelsea Traffic and Parking Commission will be held on Tuesday, October 3, 2023 at 6:00 PM. City Council Chambers, 500 Broadway. Pursuant to Section 6-3 of the Charter of the City of Chelsea, the purpose of the public hearing is to receive comment regarding the proposed plan for Chelsea Point at 250 Marginal Street/22 Willow Street. Per Order: Chief Keith E. Houghton, Chairperson 9/14/23, 9/21/23

LEGAL NOTICE

NOTICE OF PUBLIC HEARING. TRAFFIC AND PARKING COMMISSION PUBLIC HEARING. Notice is hereby given in accordance with Chapter 90 of the General Laws of the Commonwealth of Massachusetts and pursuant to Section 6-3 of the Charter of the City of Chelsea that a Public Hearing of the Chelsea Traffic and Parking Commission will be held on Tuesday, October 3, 2023 at 6:00 PM. City Council Chambers, 500 Broadway. Pursuant to Section 6-3 of the Charter of the City of Chelsea, the purpose of the public hearing is to receive comment regarding the proposed plan for Chelsea Point at 250 Marginal Street/22 Willow Street. Per Order: Chief Keith E. Houghton, Chairperson 9/14/23, 9/21/23

DEPARTMENT OF PUBLIC WORKS. NOTICE OF PUBLIC HEARING. The Department of Public Works will conduct a Public Hearing on Tuesday, September 26, 2023 at 6:00 pm at City Hall, Room 200. Proposed Work and Purpose: Public Hearing on the proposed removal of a tree in front of 235 Broadway. Public comments will be accepted during the meeting. Written comments are accepted by email to chealth@cityofchelsea.gov 12:00 pm on 9/26/23. The public is invited to attend. Kate Far Last, Commissioner 9/14/23, 9/21/23

LEGAL NOTICE

NOTICE OF PUBLIC HEARING. TRAFFIC AND PARKING COMMISSION PUBLIC HEARING. Notice is hereby given in accordance with Chapter 90 of the General Laws of the Commonwealth of Massachusetts and pursuant to Section 6-3 of the Charter of the City of Chelsea that a Public Hearing of the Chelsea Traffic and Parking Commission will be held on Tuesday, October 3, 2023 at 6:00 PM. City Council Chambers, 500 Broadway. Pursuant to Section 6-3 of the Charter of the City of Chelsea, the purpose of the public hearing is to receive comment regarding the proposed plan for Chelsea Point at 250 Marginal Street/22 Willow Street. Per Order: Chief Keith E. Houghton, Chairperson 9/14/23, 9/21/23

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the visitor parking program. Copies of the orders are available at the Office of the City Clerk, City Hall, 500 Broadway, Room 200, Chelsea, MA 02150. Joannette Clinton White, City Clerk 9/14/23

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DO YOU NEED TO RUN A LEGAL NOTICE?
DON'T FORGET TO CHECK WITH THE COURTS TO SEE IF YOU QUALIFY FOR A FEE WAIVER

Chelsea's Professional Service Directory

ELECTRICIAN

Delco Utilities, Inc.
P.O. Box 210
Peabody, MA 01960
delcoinc233@gmail.com
David F. Delaney | 617-803-3812
Al Peters | 781-258-9140
NO SHORTCUTS
BUCKET TRUCK SERVICES

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kevinmooney@gmail.com

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LIC #10314 575196
EDUARDO DILORENZO
HEAT PUMP - FURNACE
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ELEC. DR. WASH. CLEANING

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local work
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Water Dependent
Industrial Uses Only
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Andy McLaughlin
(312) 935-2800

Third annual poetry walk
DEVELOPMENT
IN CHELSEA
SATURDAY, OCTOBER 7 AT 11:00AM
AT THE CHELSEA WALK (LUTHER PLACE)
Join us for the unveiling of poetry exhibits, prizes,
refreshments, and entertainment!
Chelsea writers of all ages can
submit their poetry to this year's
theme: Development.
Poetry submission due September 20
Submit via Google Form or email:
chelseadevelopmentpoetry@gmail.com

LOST PET?
FREE RESOURCES AND HELP ON FACEBOOK:
www.facebook.com/Groups/LostPetsNetwork
LOST AND FOUND PETS NETWORK:
CHELSEA, EVERETT, MALDEN, REVERE

REAL ESTATE

Gina S Soldano REALTOR®
ADVANCED - PRO - GREEN - 3RD - 4TH - 5TH - 6TH - 7TH - 8TH - 9TH - 10TH - 11TH - 12TH - 13TH - 14TH - 15TH - 16TH - 17TH - 18TH - 19TH - 20TH - 21ST - 22ND - 23RD - 24TH - 25TH - 26TH - 27TH - 28TH - 29TH - 30TH - 31ST
Broker/Associate
(617) 373-4370
Gina.Soldano@er.com
gsoldano@er.com

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781-853-9108
ELEC. DR. WASH. CLEANING

PLEASE RECYCLE THIS NEWSPAPER

**P.O. Box 380
385 Broadway
Revere, MA 02151**

Date	Invoice #
6/4/2024	250779

Bill To
Chelsea Parking & Traffic 500 Broadway City Hall, Rm 209 Chelsea, MA 02150

Item	Description	Run Date	Qty	Rate	Amount
Legal	Legal-CH - NOTICE SPECIAL PARKING	052924		40.00	40.00

Publishers of The Revere Journal, Winthrop Sun Transcript, East Boston Times-Free Press, Chelsea Record, Everett Independent, Lynn Journal, Charlestown Patriot-Bridge, Boston Sun, The Beacon Hill Times, The North End Regional Review, and The Jamaica Plain and Mission Hill Gazette

Total	\$40.00
Payments/Credits	\$0.00
Balance Due	\$40.00



CITY OF CHELSEA, MA
Office of the City Manager

City Hall, 500 Broadway, Room 302 · Chelsea, MA 02150
Phone: 617.466.4100 · Fax: 617.466.4175 · Email: fmaltez@chelseama.gov

Fidel Maltez
City Manager

May 28, 2025

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *PEG Access and Community Preservation Act FY26 Budgets*

Dear Councilors:

I am writing to request approval of both the PEG Access Budget and the Community Preservation Act Budget for Fiscal Year 2026.

PEG Access FY26 Budget

Pursuant to M.G.L. c. 44, Section 53F^{3/4}, all Comcast payments required by the 10 year Comcast Renewal License are paid into our PEG Access and Cable Related Fund. In order to expend monies from this Fund on behalf of the three entities that rely upon this source (Chelsea Community Cable Television 51.66%, the School Department 19.11% and the City 29.23%), the City Council must approve an annual budget for each of these entities.

I am writing now to request approval of the FY26 Budgets for each of these three entities. The requested FY26 Budgets are:

- Chelsea Community Cable Television \$229,736;
- Chelsea School Dept. \$85,000; and
- City Thru City Manager's Office \$130,000.

Details on these budgets are attached. The City will utilize its funding for translation services, part time communications services, internet and telecommunications access to City Hall services, and to support the MAPC- City-CHA Prattville Internet Access Project and improvements to the City's fiber network. The Scholl will utilize these funds for full time communications services.

Community Preservation Act FY26 Budget

Each year, the City Council also must approve the Community Preservation Act budget as adopted by the Chelsea Community Preservation Committee. The FY26 Budget proposed by the Community Preservation Act Committee is attached.

As you will see, the proposed CPA FY26 Budget reserves for appropriation 95% of the estimated revenues, with 10% allocated to two of the three statutory reserve accounts, 20% allocated to the remaining statutory reserve account, and the remaining 55% being allocated to the Budgeted Reserve Account. All of these accounts are subject to future appropriation by the City Council based upon recommendations from the Community Preservation Committee to fund specific projects.





CITY OF CHELSEA, MA
Office of the City Manager

For the remaining 5% of the estimated revenues, the Committee is requesting an appropriation for administrative expenses, which are expressly allowed by statute. The CPA Committee expects to utilize the majority of these funds to continue to pay for its part-time administrator. In addition, the Committee will use some funds to pay dues to the Community Preservation Coalition and to create outreach materials to inform residents about the fund and the use of their tax dollars.

Please note that administrative funds can be used only in the fiscal year for which they are appropriated. At the end of the fiscal year, any unspent administrative funds will be transferred to the Budgeted Reserve Account and available in the following year for funding of specific projects.

I respectfully request your approval of both the PEG Access and CPA Budgets. The necessary Budget Orders are attached.

Sincerely,

Fidel A. Maltez
City Manager

Attachments

Cc: Auditing Department

28 MAY '25 AM 11:39

Chelsea City Council
Chelsea City Hall
500 Broadway, Room 306
Chelsea, MA 02150

Item: #

250498



June 2, 2025

ORDERED: That, pursuant to M.G.L. c. 44, Section 53F^{3/4}, the City Council approve the FY26PEG Access Budget as follows:

1. \$229,736 for Chelsea Cable Television;
2. \$85,000 for Chelsea Public Schools; and
3. \$130,000 for the City of Chelsea.

City Councilor

City of Chelsea

ORDER 2026

APPROPRIATE THE FY2026 COMMUNITY PRESERVATION COMMITTEE OPERATING BUDGET AND,

MOTION: That the Council act on the report of the Community Preservation Committee on the FY2026 Community Preservation budget, in accordance with MGL Chapter 44B, Section 6:

That the Council reserve for appropriation the following amounts from estimated **FY2026** receipts as recommended by the Community Preservation Committee:

1. \$124,458 - 10% of estimated revenues for the acquisition, creation and preservation of open space;
2. \$124,458 - 10% of estimated revenues for the acquisition, preservation, rehabilitation and restoration of historic resources;
3. \$248,916 - 20% of estimated revenues for the acquisition, creation, preservation and support of community housing;
4. \$684,521 - 55% of estimated revenues to the Budgeted Reserve.

And appropriate from **FY2026** estimated revenues:

5. \$62,229 - 5% of estimated revenues for CPC Administrative Expenses.

City Councilor

Community Preservation Fund
Revenue Projections

Fiscal Year 2026 Projected Budget	2025 Projected Annual	2025 ACTUAL	2024 ACTUAL
For Spr2025 Vote	Annual	Year to Date (5-13-25)	

Local Receipts (Current Year)				
Local Receipts (2024)	\$ 1,073,841.0348	2.5%incr	\$ 1,047,649.79	\$ 1,018,138.40
Local Receipts (2023)			\$ 10,610.47	\$ 10,610.47
Local Receipts (2022)			\$ (487.22)	\$ (487.22)
Local Receipts (2021)			\$ (34.94)	\$ (34.94)
Local Receipts (2020)			\$ -	\$ -
Local Receipts (2019)			\$ (105.63)	\$ (105.63)
Local Receipts (2018)			\$ -	\$ -
Local Receipts (2017)			\$ -	\$ -
State Match	\$ 170,740.7245	15.9%DORest	\$ 174,528.00	\$ 174,528.00
Bank Interest			\$ 35,045.25	\$ 15,045.25
Total Revenue	\$ 1,244,581.7593		\$ 1,267,205.72	\$ 1,217,694.33
				\$ 1,165,239.36

BUDGET ALLOCATION	
Historic Preservation	10.00% \$ 124,458.0000
Open Space	10.00% \$ 124,458.0000
Community Housing	20.00% \$ 248,916.0000
	\$ 497,832.0000
Administration (5%)	5.00% \$ 62,229.0000
CPA Fund Balance	
Budgeted Reserve	55.00% \$ 684,521.0000
Total Allocation	\$ 1,244,582.0000

**CHELSEA CABLE TELEVISION BUDGET PROPOSAL REQUEST
FISCAL YEAR 2026
LINE-ITEM BREAKDOWNS AND RELEVANT INFORMATION**

HISTORY

- *CCTV produces over 300 new programs annually including;
ALL LIVE Municipal Meetings: City Council, School Committee, Parking & Traffic Commission, Zoning Board, Planning Board, and Licensing Commission. Also, LIVE and/or pre-recorded subcommittee meetings from City Hall Chamber and Conference Center.
- *LIVE Election Coverage
- *Senior Center Monthly Socials, Exercise Classes for our homebound seniors, all Senior Center events.
- *All city-wide School Events; CHS Graduation, National Honor Society, Civics Bee Competition, Pre-K Lottery, Arts & Drama events, Back to School and School Opening events.
- *City-wide department and organization functions and events including Chelsea Day, Santa Visits Chelsea, Chelsea Police, Chelsea Fire, Chelsea Veterans, Chamber of Commerce, Chelsea Black Community, CAPIC, The Collaborative, ROCA, Kiwanis Club, Rotary Club, Chelsea Public Schools, Chelsea Cultural Council, TND, and others.
- *Religious programming for a diverse religious community and culture in their native language, including Congregation Agudas Shalom, Temple Emmanuel, Iglesia Ciudad de Restauracion and Centro Familiar de Adoration.
- *In-studio original programming including Our Community with the City Manager, Inspiring Generations with Celeste Williams, Community Health Education, Chamber Community Outreach, Meet the Candidates, and LIVE election coverage.
- *Shared programming from other communities including Life Issues, Health is Wealth, Connectando and Starship Wrestling.
- *Video message/bulletin board (channel 22) for all city announcements, events and information.

Details

Line Item 1-3, Payroll and Taxes; includes payroll, federal, state and FICA withholdings, and worker's compensation contributions.

Line Items 4 and 5; Comcast Business provides monthly services of internet, cable and phone at the CCTV facility and monthly internet at the City Hall Chamber studio.

Line Item 6: Paychex, provides services rendered from the payroll company to process weekly pay and withdrawals for weekly taxes (Federal, State, FICA, and worker's compensation). Also provides processing quarterly distribution and allocation of mandatory taxes and filings, and annual employee W-2's.

Line Item 7 and 8; Office/Studio Expenses; includes funds budgeted for purchases pertaining to the monthly office expenses including, but not limited to, office supplies and office needs. Studio expenses include, but are not limited to, essential equipment, studio upgrades and equipment maintenance.

Line Item 9; iPage Web Hosting and Domain, is the service used to create and maintain the website, www.chelseacabletv.com. The cost includes hosting, drop and drag capabilities to build and update the site with weekly schedules and programming, exclusive domain name and privacy.

Line Item 10; General Maintenance, includes funds needed for larger equipment purchases or necessary equipment upgrades.

Line Item 11, 12, and 13; Service Rendered, includes funds needed to compensate 3 non-payroll staff; 2 per diem camera people as needed and 1 C.P.A. Accounting Service for tax preparation. The tax preparation service includes funds needed to compensate our Certified Public Accountant for mandatory tax-related business including annual Federal, State, and non-profit filings. CCTV has secured the services of a local CPA for over 15 years, paid per quarter.

Line Item 14; Insurance, includes annual coverage for Media and Commercial liability. Apogee Insurance Company through Stratford Insurance Company provides CCTV with media liability to cover areas such as defamation, infringement of copyright, and plagiarism. CCTV is audited frequently and has produced paperwork to proactively incorporate release forms for minors and original programming support, and any and all forms to comply with the laws and rules governing media liability.

The Hartford Insurance provides coverage for commercial liability to cover general business bodily injury, personal injury, or property damage caused by operation occurring on the premises.

Traveler's Insurance (which appears under payroll) covers all W-2 employees.

Line Item 15; Capital Improvement; includes an annual draw, upon need and request, of \$15,000 in a City of Chelsea accumulating fund, for purchases of larger status. This stipend was approved upon contract negotiation in 2017 and has not been used to date, (\$120,000). It remains in an account and increases annually with unused funds.

Total Budget Request (2025)	Total Actual Expenses (2025)	Total Budget Projection (2026)
\$218,600.35	\$223,685.39	\$229,735.27
		Q1, Q2, Q3 actual plus Q4 projection

*Budget Request is based on actual, not anticipated, line items. CCTV budget increased with employee salary increase (Ricardo Velez) for calendar year 2025.

City of Chelsea Funds Distribution to CCTV FY25

Date		Check Amount
12/4/25	Q1FY25	\$56678.45
1/24/25	Q2FY25	\$51855.73
Submitted 4/22/25	Q3FY25	(\$60549.60)
YTD		\$169083.78

CHelsea CABLE TV

BUDGET PROJECTIONS FY26						
CHELSEA CABLE TV						
YEAR TO DATE 2025						
FOR BUDGET PROJECTION 2026						
BREAKDOWN	QTR 1 (Actual)	QTR 2 (Actual)	QTR 3 (Actual)	YTD Total	Q4 Average	Total Annual Projection
Payroll	\$42,718.00	\$42,964.00	\$46,034.00	(\$131,716.00)	\$46,034.00	\$177,750.00 A
Taxes	\$4,588.38	\$4,571.36	\$4,888.83	(\$14,048.57)	\$4,888.83	\$18,937.40 A
Worker's Compensation	\$131.40	\$132.16	\$121.17	(\$384.73)	\$128.24	\$512.97 A
Operations						
Comcast-CCTV	\$1,786.50	\$1,341.02	\$1,343.51	(\$4,471.03)	\$1,490.34	\$5,961.37 A
Comcast - City Hall Chambers	\$20.92	\$41.84	\$20.91	(\$83.67)	\$27.89	\$111.56 A
Paychex	\$1,142.63	\$1,148.05	\$1,290.55	(\$3,581.23)	\$1,193.74	\$4,774.97 A
Office Expense	\$1,361.62	\$307.30	\$548.31	(\$2,217.23)	\$739.07	\$3,500.00 R
Studio Expense	\$0	\$0	\$0	\$0	\$0	\$4,000.00 R
iPage Web Hosting and Domain	\$0	\$0	\$543.82	(\$543.82)	\$0	\$550.00 R
General Maintenance	\$0	\$0	\$0	\$0	\$0	\$1,000.00 R
Service Rendered						
Audio Technician	\$0	\$0	\$0	\$0	\$0	\$0
Camera Person 1 per diem if needed	\$100.00	\$50.00	\$0	(\$150.00)	\$75.00	\$500.00 R
Camera Person 2 per diem if needed	\$100.00	\$100.00	\$0	(\$200.00)	\$100.00	\$500.00 R
Susan E. Gallant, C.P.A.	\$2,400.00	\$1,200.00	\$1,200.00	(\$4,800.00)	\$0	\$4,800.00 A
Insurance						
Stratford (Apogee Media liability)	\$0	\$0	\$2,024.00	(\$2,024.00)	\$0	\$2,024.00 A
The Hartford - Commercial liability	\$2,279.00	\$0	\$2,534.00	(\$4,813.00)	\$0	\$4,813.50 A
Capital Improvement \$15,000 annual	\$0	\$0	\$0	\$0	\$0	\$0
Total Funds Requested FY26						\$229,735.77 R
*A= Actual						
*R=Requested						

PEG 2026 PROPOSED BUDGET

CCTV

Chelsea Public School

City of Chelsea – City Manager's Office

**CHELSEA CABLE TELEVISION
PROJECTED ANNUAL BUDGET FY26**

BREAKDOWN

TOTAL

Payroll	
Employee Wages	\$177,750.00
Taxes - Federal, State, FICA	\$18,937.00
Worker's Compensation	\$513.00

OPERATIONS

Description

Comcast - CCTV	\$5,961.00
Comcast - City Hall	\$112.00
Paychex	\$4,775.00
Office Expense - estimated	\$3,500.00
Studio Expense - estimated	\$4,000.00
iPage Web Hosting	\$550.00
General Maintenance	\$1,000.00

Services Rendered

Camera person	\$500.00
Camera person	\$500.00
Susan Gallant, C.P.A.	\$4,800.00

Insurance

Apogee Media Liability	\$2,024.00
The Hartford Commercial Liability	\$4,814.00

Capital Improvement	\$0
---------------------	-----

Total Funds Requested FY26	\$229,736.00
----------------------------	--------------

PEG ACCESS PROPOSED ACTIVITY - FY'26

Salary:		
1 CPS Communications/Outreach Staff Position		\$85,000
Operations		\$0
Capital		\$0
		<hr/>
TOTAL		<hr/> \$85,000 <hr/>

Chelsea

PEG ACCESS PROPOSED ACTIVITY - FY'26

Salary		
1 PT Communications/Outreach Staff Position		\$50,000
Operations:		
Translation Services		\$40,000
Public Building Internet Public Access, Telecommunications , Conferencing and Security; MAPC-City-CHA Internet Program		\$40,000
Capital:		
		<hr/> \$0 <hr/>
TOTAL		<hr/> \$130,000 <hr/>



CITY OF CHELSEA, MA
Office of the City Manager

City Hall, 500 Broadway, Room 302 · Chelsea, MA 02150
Phone: 617.466.4100 · Fax: 617.466.4175 · Email: fmaltez@chelseama.gov

Fidel Maltez
City Manager

May 28, 2025

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Request for Approval of Intermunicipal Agreement: North Suffolk Public Health Collaborative.*

Dear Councilors:

I am writing to request Before you tonight is a request for authorization on an updated Intermunicipal Agreement (IMA) between the City of Chelsea, the City of Revere, and the Town of Winthrop as part of the North Suffolk Public Health Collaborative.

The initial North Suffolk Public Health Collaborative IMA was signed in 2016. The collaboration initiated shared public health work across Chelsea, Revere, and Winthrop. The work included coordination with area hospitals and health care institutions, completion of the first regional North Suffolk Community Health Assessment and Community Health Improvement Plan, and work to address chronic and communicable diseases impacting the three communities. The collaboration also was deeply involved in the municipal responses to the COVID-19 pandemic, resulting in Chelsea, Revere, and Winthrop receiving additional funding and staffing support during the pandemic, assistance with the initial COVID-19 vaccine clinics, and development of communication materials, among other resources and actions.

The North Suffolk Public Health Collaborative was also one of the first public health collaboratives to receive funding under the state's Public Health Excellence (PHE) grant program. The funding has been used to support additional shared public health positions (Public Health Nurse and Epidemiologist) as well as resources essential to local public health work (e.g., clinical supplies, equipment, and outreach).

The revised IMA includes two main changes. The first is to recognize the receipt of funds from the PHE grant program. The second is a change to the Advisory Board for the collaborative. The board will now consist of a representative from or a designee by each local Board of Health from the three municipalities. Both changes are necessitated by the receipt of the grant funds which are to be guided by Boards of Health. Thank you for your support of the ongoing public health work and collaboration through the North Suffolk Public Health Collaborative.

Sincerely,

Fidel A. Maltez
City Manager

Attachments

Cc: Tracy Nowicki, Director of Health & Human Services
Flor Amaya, Director of Public Health

Chelsea City Council
Chelsea City Hall
500 Broadway, Room 308
Chelsea, MA 02150

Item: # 25CM99

28 MAY '25 AM 11:40





June 2, 2025

ORDERED,

that, pursuant to Chapter 171 of the Legislative Acts of 2014, and MGL c. 40, §4A, the Chelsea City Council approves the City of Chelsea entering into an agreement for the North Suffolk Public Health Collaborative with the municipalities of Revere and Winthrop.

Councilor

NORTH SUFFOLK PUBLIC HEALTH COLLABORATIVE INTERMUNICIPAL AGREEMENT

This Intermunicipal Agreement (hereinafter “Agreement”) is entered into by and between the Cities of Chelsea and Revere and the Town of Winthrop, Massachusetts (hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” or “Party” or collectively the “Parties”) and the Metropolitan Area Planning Council (hereinafter “MAPC” or “Host Agent”), in its capacity as Host Agent of the North Suffolk Public Health Collaborative, (hereinafter referred to as “NSPHC” or “Collaborative”) this ____ day ____ 2025, as follows:

WHEREAS, the Parties are each empowered by law to staff, maintain and operate public health departments, which are a proper governmental function and service; and

WHEREAS, the Chief Executives of the Municipalities have discussed further public health collaboration for a number of years and agreed that they shared many of the same public health challenges and could therefore benefit from collaboration in addressing those challenges; and

WHEREAS, in or about November, 2016, the Municipalities desired to and created a Regional Health Collaborative to be known as the NSPHC for the purpose of jointly providing local public health programming and sharing in the cost of a common Shared Services Coordinator and any other costs to achieve the goals of the Collaborative; and

WHEREAS, the MAPC was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional shared public health services program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report; and

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through cross-jurisdictional shared services programs and agreements; and

WHEREAS, each of the Municipalities desire to increase its capacity to provide said services and resources and improve regional public health and meet performance standards set by the Commonwealth by entering this Agreement; and

WHEREAS, the MAPC having entered into an agreement with the Commonwealth of Massachusetts that governs its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program as the Host Agent and

WHEREAS, the Municipalities have obtained authorization for this joint undertaking pursuant to M.G.L. Chapter 40, Section 4A by vote of their City Councils or Boards of Selectmen as attested to by certified copies thereof contained in Exhibit A;

NOW, THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

Section 1. Purpose

The purpose of this Agreement is to reaffirm the establishment and amend the operation of the NSPHC. The Collaborative will now act by and through an Advisory Board ("Advisory Board") as established in Section 5 of this Agreement, and the Host Agent will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the annual procurement agreement between the MAPC and the Commonwealth of Massachusetts, attached hereto as Exhibit B, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto so long as the Grant Program is in existence. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdictional services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (hereinafter the "Shared Services Program").

Section 2. Term and Commencement

The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all Municipalities hereto.

Section 3. Grant Administrator

MAPC as Host Agent shall serve as the grant administrator and is responsible for managing grant deliverables, required reporting, and will act as the primary point of contact for the Office of Local and Regional Health ("OLRH"). MAPC shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and shall be the holder of all grant funds related to the Grant Program, and may retain up to 15% of the Grant Program funds for wages and resources related to the performance of such duties, in accordance with the Shared Services Program as more fully described in the attached Exhibit C and incorporated herein.

MAPC shall manage the budget approved by the Advisory Board (see Section 5). MAPC shall allocate the funding according to the Shared Services Program and make decisions related to ad hoc purchases requested by the Collaborative.

MAPC will procure any grant-approved goods and/or services in pursuit of the deliverables outlined in the Shared Services Program.

MAPC shall act as the Collaborative's lead collective purchasing agent pursuant to M.G.L. c. 7, §22B for all contracts to be entered into on behalf of the Collaborative. Final approval of any such contract is subject to approval by the Advisory Board, to the extent deemed necessary under Section 5.

MAPC as the Host Agent is expected to assist preparing an Annual Budget and produce quarterly spending reports to be submitted to OLRH as outlined in the Grant Contract. MAPC as the Host Agent shall keep accurate and comprehensive financial records, which will be made available to all parties upon their written request. All records will be maintained in accordance with the Massachusetts Public Records law.

Section 4. Shared Services Coordinator.

MAPC shall employ a Shared Services Coordinator to assist in the grant administration described in this Agreement. Further, the Shared Services Coordinator shall perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement and will be responsible for ensuring that the Collaborative is a well-run and efficient entity. The Shared Services Coordinator shall report to the Advisory Board and shall keep records of all funding and expenditures for review by the Advisory Board and provide periodic financial status updates.

The Shared Services Coordinator is responsible for completing the annual work plan and triannual narrative reports to submit to ORLH.

The Shared Services Coordinator is responsible for scheduling, running and ensuring that the Advisory Board meetings shall be held in accordance with M.G.L. c. 30A s. 18-25 (the "Open Meeting Law") as applicable and written notice of all meetings shall be given in accordance with the Open Meeting Law, as outlined in Section 5.

Section 5. Governance

There shall be an Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- a. **Composition.**
One member and one alternate, both appointed by the Board of Health from each municipality. One representative from each municipality shall be a full voting member whose term shall be as determined by each municipality's local Board of Health. The voting member shall be a Board of Health member or designee of that municipality's Board of Health. Each participating municipality shall also have a second representative who shall be an associate member and who may vote only when the full member is not in attendance. Each municipality shall maintain its individual local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- b. **Roles and Responsibilities of the Advisory Board:**

- 1) Select a Chair or Co-Chair of the Advisory Board and any other positions the Advisory Board deems necessary.
- 2) Meet on a regular basis and at least quarterly.
- 3) Develop annual and long-term goals for the Collaborative.
- 4) Advise on Collaborative staff priorities.
- 5) Collaborate in developing a sustainability plan for NSPHC
- 6) Adopt any Collaborative-wide policies and recommended regulations.
- 7) Review and provide recommendations on operating budgets.
- 8) Assure compliance with all mandatory reporting requirements as proscribed by the Massachusetts Department of Public Health (“DPH”) and OLRH.
- 9) Assure attendance at monthly or other grant holder meetings convened by DPH and OLRH
- 10) Review financial status and financial statements provided by the Shared Services Coordinator.
- 11) Review and provide recommendations on reports from staff.
- 12) Evaluate Shared Serves Program staff or consultants, and;
- 13) Request, authorize and recommend the City of Revere hire shared services employees or contractors. Request and/or recommend that the City of Revere terminate shared services employees or contractors.

c. Meetings.

All meetings shall be held in accordance with MGL Chapter 30A, Sections 18-25 (the “Open Meeting Law”) as applicable and written notice of all meetings shall be given in accordance with the Open Meeting Law. The Board shall conduct regular meetings on a quarterly basis. The first meeting of each fiscal year shall be the annual meeting. The date and hour of any regular meeting shall be scheduled by order of the Board or by the Chair. The Board shall provide for additional meetings as may be needed depending upon the pressure of business. A Board meeting shall be called upon the request of the Chair or any two (2) Board members with the persons calling the meeting setting the location, date and hour thereof.

Absent an emergency, the Chair shall give each Advisory Board member at least forty eight (48) hours’ notice of any specially called Advisory Board meeting, such notice to set out the location, date and time of the meeting. The location for the conduct of meetings shall be as determined by the Advisory Board. Changes in the location must be made by resolution of the Advisory Board or by the Chair, and notice of Advisory Board meetings shall be posted in compliance with applicable law.

d. Meeting Rules

The Advisory Board may adopt rules for conducting their respective meetings and other business as they deem necessary and appropriate. In the absence of rules to the contrary, Roberts Rules of Order shall govern. The failure, however, to comply with such rules shall not affect the validity of any action. The Advisory Board may suspend the rules if it so chooses.

e. Minutes

The Shared Services Coordinator or such other person designated shall keep minutes of regular, adjourned regular and special meetings of the Board. A copy of the minutes shall be provided to each member of the Advisory Board and the Town Clerk of each Municipality and to any member of the public requesting same. The provisions of MGL Chapter 66, Section 10 and MGL Chapter 4, Section 7 (the Massachusetts "Public Records Law") shall apply.

f. Voting and Quorum

A majority of the members of the Advisory Board constitutes a quorum for the transaction of business by the Advisory Board. When the full Advisory Board is present, the vote needed to pass a motion shall be a majority. In the event that the full Advisory Board is not in attendance, the affirmative vote of a majority of all of the Advisory Board members shall be required to pass a motion. Each Advisory Board member shall have an equal vote.

Section 6. Payment and Funding

- A. Pursuant to G.L. c. 40, §4A, any Grant Program funds received by the Shared Services Program, Advisory Board, or MAPC pursuant to this Agreement, shall be deposited with MAPC and held as a separate account and may be expended, with the approval of the Advisory Board, under the provisions of G.L. c. 34, §23 and G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program and in compliance with established grant guidelines from the DPH.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary, or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement.

Except for the 15% of Grant Program funding for administrative costs that the MAPC may retain pursuant to Section 4 of this Agreement, a Municipality may draw on grant funds individually, with prior approval by the Advisory Board, and provided such funds are available, by submitting invoices to the Shared Services Coordinator for reimbursement from the funds, for expenditure consistent with the purposes of the Shared Services Program and applicable grant funding guidelines.

MAPC as the holder of Grant Program funds, will pay the invoice within thirty (30) days, subject to the availability of funds; provided, however, MAPC shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the Shared Services Program through the Grant Program and/or any other gifts, grants, or other sources appropriated for the purposes of this Agreement.

Invoices for all costs incurred by this Agreement and the Shared Services Program shall be paid upon review and approval by MAPC, who will process all payments in accordance with its general bill paying processes.

Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services consistent with the intent and purposes of this Agreement.

B. Fiscal Year

The Collaborative's fiscal year shall be the twelve month period commencing each July 1 and ending the following June 30 except if the effective date of this Agreement is other than July 1 in which case the first fiscal year shall commence on the effective date of the agreement and end the following June 30.

C. Annual Budget

- i. Annually, the Advisory Board will develop and approve a public health services budget for the Shared Services Program. The Collaborative shall operate only under an approved fiscal year Budget. The Collaborative may not operate at a deficit. The Shared Services Program shall first be funded by Grant Program funds. Should the annual budget exceed the Grant Program funds then the Municipalities shall pay for the difference in the costs of operation of the Collaborative with annual Collaborative expenditures determining the total amount of assessment required. The Shared Services Coordinator will provide each Municipality with sufficient notice to allow that Municipality's funding authority to authorize any such appropriation.

Section 7. Personnel

The City of Revere shall hire or contract with any necessary shared services employees at the request, direction, authorization, and recommendation of the Advisory Board. These shared services employees will be paid with Collaborative funds. These shared services employees will be entitled to the same benefits and subject to the same human resources practices as is standard with other City of Revere employees.

The City of Revere may invoice the Collaborative for wages and resources related to facilitating the employment of the shared services employees. Grant Program funds will be allocated by the NSPHC through a vote of the Advisory Board to pay all employment-related costs and expenses incurred by the City of Revere to facilitate and provide shared services employees to NSPHC, including but not limited to, wages, benefits, and other post-employment benefits expenses. The Host Agent shall keep records of all funding and expenditures for review by the Advisory Board and provide periodic financial status updates.

If required, the shared services employees will document their hours in accordance with the City of Revere's human resources practices. Wages and benefits for shared services employees will

then be processed and paid by the City of Revere in accordance with its human resources practices. The City of Revere will then provide evidence of payment and time sheets for shared services employees by way of an invoice to the Host Agent for reimbursement. The Host Agent will then reimburse the City of Revere with funds within thirty (30) days.

The Municipalities agree that the City of Revere and Host Agent as necessary may further develop and modify the process described above, by which, the City of Revere facilitates the employment of the shared services employees on behalf of the NSPHC and is reimbursed by the Host Agent with Collaborative funds.

The NSPHC will be responsible for purchasing with Collaborative funds all supplies that the shared services employees need to carry out the grant Program Scope of Services.

All other employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not Collaborative employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be acting within the scope of their current municipal job duties at all times and remain an employee of the Municipality for insurance coverage purposes. Said municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such Municipality.

Section 8. Other Municipal Services.

The Municipalities of the Collaborative may request the Advisory Board to add or remove associated services to be delivered as part of the Shared Services Program, which shall take effect only after a vote of the Advisory Board and written amendment of this Agreement in accordance with Section 18 herein. The Municipalities are not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. The Collaborative through a vote of the Advisory Board may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve any and all grants or grant applications to be submitted by the Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

Section 9. Termination and Withdrawal

A. Termination

Each Municipality shall remain a Party to this Agreement and share in the costs of operation and maintenance of the Collaborative until the end of the current term. If in the interim a Municipality defaults on payment of any assessment or otherwise breaches this Agreement, such Municipality shall be subject to termination upon the vote of a majority of the Board. The breaching Municipality shall not be entitled to vote on its own termination or be counted in determining a majority in interest.

Upon termination, the terminated Municipality shall be responsible for paying any sums due, including health or other employment benefits, pension costs and any other benefits that may apply. It shall be a condition of termination that the terminated Party and the Collaborative enter into an agreement setting forth the obligation for payment of any amounts owed.

The terminated Municipality shall remain liable for any defaulted payment and late charges to the end of the term. Such subsequent assessments will be determined as if the terminated Municipality were still a party to the Agreement at the same percentage in effect at the date of termination. The assessment will be due and payable at the same time assessments are due from the remaining Municipalities for the fiscal years in question.

The remaining Municipalities shall attempt to mitigate the damages caused by termination by either adding new municipalities to this Agreement or by reducing the Collaborative's expenses, but until any mitigation actually occurs the terminated Municipality shall remain liable for its assessment in full. The type of activities to be taken in mitigation shall be determined in the sole discretion of the remaining Municipalities. All Municipalities agree that the Collaborative is configured and Collaborative expenditures are committed on the understanding that all Municipalities will remain parties to this Agreement at least until the end of the current term and that the payments to be made hereunder represent reasonable liquidated damages and not a penalty.

B. Withdrawal

Any Municipality by votes of its respective Executive Authority and Board of Health may withdraw from this Agreement by giving at least one (1) year written notice prior to the end of any term to the Host Agent and the Advisory Board. Such withdrawing Municipality shall perform all obligations under this Agreement until the effective date of withdrawal.

Upon notice of withdrawal, the withdrawing Municipality shall be responsible for paying for any sums due, including health or other employment benefits, pension costs and any other benefits that may apply. It shall be a condition of withdrawal that the withdrawing Municipality and the Collaborative enter into an agreement setting forth the withdrawal terms and conditions, including the obligation to pay for any amounts owed.

C. Collaborative Services and Assets

A withdrawing or terminated party shall no longer receive services from the Collaborative after the effective date of termination or withdrawal.

A terminating Municipality shall leave as part of the Collaborative those assets owned by it previously that were used as part of the Collaborative and which the remaining Municipalities desire to continue to use as part of the Collaborative. In the case of a withdrawing Party, if the remaining Municipalities desire to continue to use any such assets, then they shall purchase the same at the then current book value from the withdrawing Municipality. If such a purchase occurs, then the value paid shall be used to offset any

amount owed to the Collaborative by the withdrawing Municipality, said offset to be credited at the time of the purchase.

Section 10. Dissolution

This Agreement may be terminated by a unanimous vote of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose. Dissolution shall only be effective upon the last day of the fiscal year in which the dissolution agreement was signed, but shall not be effective until the requirements of Section 9 are met.

Section 11. Process of Winding Up

Upon expiration or dissolution, the Municipalities shall retain title to those assets purchased in their individual names. This Agreement may not be considered as having expired or dissolved and there shall be no disposition of assets to the Municipalities until the Collaborative reasonably exhausts all means of collecting any monies due hereunder and identifies and satisfies all obligations and liabilities related to the Collaborative. A final accounting must be prepared by the Host Agent, submitted to the Municipalities and the Advisory Board, and approved by both the Municipalities and the Advisory Board before any final disposition of assets may be made and the expiration or dissolution of the Collaborative be considered final.

Section 12. Amendments

This Agreement may be amended only in writing pursuant to an unanimous vote of all Municipalities' Chief Executive Officer/Appointing Authority and any required approval from the Massachusetts Department of Public Health.

Section 13. Additional Parties

Entities which are not parties in this Agreement may become parties hereto only by amendment to this agreement as outlined in Section 10 and approval by the Massachusetts Department of Public Health if applicable. The amendment authorizing the admission of a new municipality shall set forth the obligations, payments and other terms and conditions pertaining to the admission of the new municipality. Said amendment shall also specify any changes in quorum or voting requirements arising due to the addition of such municipality.

Section 14. Severability and Compliance with Applicable Law

Should any term, portion, or provision of this Agreement or the application thereof to any person or circumstances be in conflict with any local, state or federal law or otherwise be rendered unenforceable or ineffectual the validity of the remaining parts, terms, portions or provisions or the application thereof to other persons or circumstances shall be deemed severable and shall not be affected thereby. The Municipalities further intend for this Agreement to be modified to comply with any applicable local, state or federal law should it be determined not to be in compliance and to remain binding between them as so modified. In particular, but without limiting the generality of the foregoing, the Municipalities intend for this Agreement to remain

binding against each of them notwithstanding any legal requirement that would alter the term hereof or change the way in which any Party is required to pay its share of assessments. The Municipalities will remain bound hereunder subject to such modified terms.

Section 15. Indemnification and Insurance

By entering into this Agreement, none of the Municipalities have waived any governmental immunity or limitation of damages which may be extended to them by operation of law. This Agreement is by and between the Municipalities which have executed it with the understanding that it is intended for their mutual benefit and is not intended to confer any express or implied benefits on any other person or entity. This Agreement is not intended to confer third-party beneficiary status on any person or entity.

It is expressly understood that the services provided hereunder are deemed for public and governmental purposes and all privileges and immunities from liability enjoyed by the Municipalities shall extend to their participation hereunder and to the activities so undertaken to the fullest extent provided by law.

Insurance for the operations of the Collaborative shall be provided under Revere's insurance policies. The cost of said insurance shall be considered a cost of the Collaborative.

Section 16. Notices

Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery, upon the date of verified delivery by courier of package delivery service, or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

For : City of Revere
Mayor's Office
281 Broadway
Revere, MA 02151

For : City of Chelsea
City Manager's Office
500 Broadway, Office # 302
Chelsea, MA 02150

For : Town of Winthrop
Town Administrator's Office
1 Metcalf Square
Winthrop, MA 02152

Section 17. Miscellaneous Provisions

- A. Entire Understanding: This Agreement represents the entire understanding of the Parties with respect to its subject matter.
- B. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and venue for any action shall be in the Superior Court of Suffolk County.
- C. Dispute Resolution: By majority vote of the Municipalities, any disputes arising between the Municipalities under this Agreement may be resolved through arbitration, in which case the Municipalities shall appoint one arbiter by majority vote. In the event that a Municipality is terminated in accordance with Section 9, that Municipality shall be entitled to vote on whether the termination decision goes to arbitration and, if so, who the Municipalities choose as an arbitrator. Each Municipality retains the right to seek a declaratory judgment for any dispute.
- D. Binding Effect: All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of and be enforceable by the respective Municipalities hereto, their successors and assigns.
- E. Headings: The headings used herein are for convenience only and shall not be considered in any interpretation of any disputes over the terms of this Agreement.
- F. Joint Drafting: Each Municipality acknowledges that it has participated equally in the drafting of this Agreement and that each has or had consulted with legal counsel of its own choosing in entering into this Agreement.
- G. Complete Agreement. This Agreement and any attachments hereto constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.
- H. Counterparts. This Agreement may be executed in counterparts by each Municipality and so executed shall constitute one complete Agreement.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Municipalities have caused this Agreement to be executed and attested by their proper officers hereunto duly authorized and their official seals to be hereto affixed as of the day and year first above written.

For Metropolitan Area Planning Council

By: _____ Date: _____

For the City of Revere,

By: _____ Date: _____
Mayor

By: _____ Date: _____
Chair
City of Revere Board of Health

Approved as to Form Only

By: _____ Date: _____
City Solicitor

For the City of Chelsea,

By: _____ Date: _____
City Manager

By: _____ Date: _____
Chair
City of Chelsea Board of Health

Approved as to Form Only

By: _____ Date: _____
City Solicitor

For the Town of Winthrop,

By: _____ Date: _____
Town Manager

By: _____ Date: _____
Chair
Town of Winthrop Board of Health

Approved as to Form Only

By: _____ Date: _____
Town Counsel

EXHIBIT A

Evidence of Authorization to Execute Agreement

EXHIBIT B

Current Grant agreement between the NSPHC and the Commonwealth of Massachusetts – to be attached

EXHIBIT C

The Collaborative shall provide the following services in coordination with the City of Chelsea, City of Revere, Town of Winthrop, and Metropolitan Area Planning Council:

- *Regional Shared Staff*
 - *Regional Shared Services Coordinator* shall perform all necessary administrative functions necessary to provide the services listed in the work plan and budget, but not limited to, for the public health excellence grant.
 - *Other Regional Positions* including a regional environmental health staff, regional public health nurse, regional community health worker, or other regional positions deemed necessary and appropriate by the Advisory Board may be hired during the term of the Grant Program.
- *Regional Consultant Services.* Consultants and independent contractors, including for, but not limited to, grant administrative support, technical assistance, policy advisement, emergency inspection/clinical services, and training.
- *Regional Health Communication.* Creating and distributing local public health information to communicate PHE grantee shared services regulations and improve resident health in PHE municipalities.
- *Regional Technology Hardware and Software.* Software that supports PHE shared services staff in implementing the recommendations of the Blueprint for Public Health Excellence. Technology for PHE grant-funded shared services staff to complete grant related functions, including: Computers, laptops, iPads, tablets, headsets, speakers, microphones, earbuds, monitors, recording equipment, translation equipment, keyboards, and cell phones.
- *Regional Travel.* Mileage reimbursement for PHE grant-funded staff to complete day to day public health services. Please keep records of mileage for auditing purposes. Travel costs related to training and CEUs for new AND existing staff to maintain workforce credentials outlined in the Blueprint (page 61). Travel costs for training may include mileage and lodging using current Federal GSA rates.
- *Regional Training and Credentialing.* Training and credentialing for new AND existing public health staff from all municipalities that are part of the shared services area: To acquire the workforce credentials outlined in the Blueprint (page 61). For CEUs and contact hours to maintain workforce credentials outlined in the Blueprint (page 61)
 - For educational materials such as credentialing exam study guides
 - For exam fees required to attain credentials
 - For registration fees to participate in training courses, when relevant to a staff member's responsibilities, from organizations including, but not limited to:
 - Health Resources in Action

- Local Public Health Institute
 - Massachusetts Association of Health Boards
 - Massachusetts Association of Public Health Nurses
 - Massachusetts Public Health Association
 - Massachusetts Health Officers Association
 - Massachusetts Environmental Health Association
 - NEIWPCC
 - National Environmental Health Association
- Provide those additional ancillary services and duties as needed to the member municipalities in order to provide the shared services described above.



CITY OF CHELSEA, MA
Office of the City Manager

City Hall, 500 Broadway, Room 302 · Chelsea, MA 02150
Phone: 617.466.4100 · Fax: 617.466.4175 · Email: fmaltez@chelseama.gov

Fidel Maltez
City Manager

May 28, 2025

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Intermunicipal Agreement between the Cities of Chelsea, Arlington, Everett, & Malden to combat extreme heat.*

Dear Councilors:

I am writing to you with a request the necessary Council action to formally accept the Intermunicipal Agreement between the Cities of Chelsea, Arlington, Everett, and Malden for the “Wicked Cool Mystic - Súper Fresco Místico: Implementing resident-led outdoor cooling solutions in environmental justice neighborhoods in Everett, Malden, Chelsea, and Arlington” project. You may recall that the City received funding for this project through the Municipal Vulnerability Program (MVP) action grant in FY25/26. The goal of this project is to implement community-led designs of cooling strategies in environmental justice communities. The first round of this project, Wicked Hot Mystic, was deeply focused on engaging residents about where they felt hottest; our residents shared that they wanted more cooling features at bus stops.

This current phase of the project is funded by an MVP action grant for \$687,000 to pursue a two-year regional project to design and implement cooling strategies. Proposed cooling features include water fountains, misters, and shade sails. Having cooling features at bus stops is crucial for several reasons, such as providing comfort and safety for rides – especially during heat waves – and encouraging more public transportation use. Cooling features can help mitigate heat stress, reduce the risk of heat stroke, and make waiting for the bus a more pleasant experience. Once completed, these cooling features will offer opportunities for heat resilience and respite from rising temperatures, goals that are in alignment with the City’s *2018 MVP Community Resilience Building Summary of Findings*.

The City will complete its design and construction of cooling features at high ridership and high heat area bus stops by June 30, 2026. The design process includes coordination with the Housing & Community Development and the Department of Public Works, as well as with City officials from Arlington, Everett, Malden, and Mystic River Watershed Association staff.

For the reasons set forth above, I respectfully request that the City Council approve the Intermunicipal Agreement. I have attached a draft Resolution and Order.





CITY OF CHELSEA, MA
Office of the City Manager

Sincerely,

A handwritten signature in black ink, appearing to read "Fidel M.", written over a horizontal line.

Fidel A. Maltez
City Manager

Attachments

Cc: Devon Fields, Deputy City Manager of Operations
Michael Mason, Deputy City Manager of Finances
Socheath Toda, City Auditor
Ben Cares, Director of Housing & Community Development
Emily Granoff, Deputy Director of Housing & Community Development
Kristen Homeyer, Resilience Manager, North Suffolk Office of Resilience and Sustainability

Chelsea City Council
Chelsea City Hall
500 Broadway, Room 306
Chelsea, MA 02150

Item: # 25CM100

28 MAY '25 AM 11:40



June 2, 2025

A RESOLUTION TO FILE AND ACCEPT INTERMUNICIPAL AGREEMENT WITH AND FROM THE CITY OF EVERETT, THE CITY OF MALDEN AND THE TOWN OF ARLINGTON FOR THE IMPLEMENTATION OF COOLING FEATURES AT HIGH-HEAT, HIGH RIDERSHIP BUS STOPS WITHIN THE CITY OF CHELSEA.

- Whereas,** The goal of this project is community-led designs of cooling strategies in environmental justice communities; and
- Whereas,** All parties recognize the importance of collaboration and sharing resources to achieve their respective goals;
- Whereas,** The City has been involved in regional Lower Mystic watershed efforts, such as the Wicked Hot Mystic project, Lower Mystic Tree Trench project, and Resilient Mystic Collaborative; and
- Whereas,** The City of Chelsea has for years recognized the dangers of unaddressed extreme heat and urban heat island effects and the vulnerability that the City faces, due to undeniable impacts of climate change and over abundant presence of impervious surfaces; and
- Whereas,** The priorities detailed in the City's 2018 *Community Resilience Building Workshop Summary of Findings* identified extreme heat as a top climate hazard; and
- Whereas,** Chelsea has some of the highest-ridership bus stops in the MBTA network, where residents are often waiting without shade or cooling features during the hottest parts of the summer;
- Whereas,** Massachusetts General Law, Part I, Title VIII, Chapter 40, Section 4A empowers municipalities to enter into intermunicipal agreements for the management and completion of complex, regional projects; and
- Whereas,** The City of Chelsea, through the Department of Housing & Community Development, is the subrecipient of an MVP action grant through a regional project with the Cities of Everett and Malden, and the Town of Arlington for \$687,000.00 to advance the design and implement cooling features at bus stops; and
- Whereas,** The City of Everett, the City of Malden, the Town of Arlington, and the City of Chelsea have secured an MVP grant from the Executive Office of Energy and Environmental Affairs (EOEAA) for \$687,000.00 towards the same milestone; and
- Whereas,** The eventual construction and implementation of a cooling feature at a high-heat, high ridership bus stop is expected to be implemented and completed by June 30, 2026; and
- Whereas,** The City's only obligated match to these funds is in the form of staff time, with no monetary contribution required;



THEREFORE, IT IS ORDERED:

By this vote, the Chelsea City Council approves the Intermunicipal Agreement, as drafted between the Cities of Chelsea and Everett, governing the creation of cooling features at high-heat, high-ridership bus stops as part of the Mystic River Watershed project, pursuant to M.G.L. Chapter 40, Section 4A; and directs the City Manager to take any and all necessary action to accomplish the project.

Councilor

INTERMUNICIPAL AGREEMENT
BETWEEN CITY OF EVERETT, CITY OF MALDEN, CITY OF CHELSEA, TOWN OF
ARLINGTON

This Memorandum of Understanding (referred to as “MOU” or “IMA”) is made this 9th day of May, 2025, by and between the City of Everett having its usual place of business at 484 Broadway, Everett, Massachusetts 02149, the Town of Arlington having its usual place of business at 700 Massachusetts Avenue, Arlington, Massachusetts 02476, City of Chelsea having its usual place of business at 500 Broadway, Chelsea, Massachusetts 02150 and City of Malden having its usual place of business at 215 Pleasant Street, Malden, MA 02148 (each a “Party” or “Participating Municipality” and collectively, the “Parties” or “Participating Municipalities”).

WHEREAS, the City of Everett (the “Funding Recipient”) has received **\$687,000** in funding from the **Massachusetts Municipal Vulnerability Preparedness Program (“MA-MVP”)** to pursue a two-year regional project to design and implement cooling strategies in Everett, Chelsea, Malden, and Arlington, under a grant titled **“Wicked Cool Mystic - Súper Fresco Místico: Implementing resident-led outdoor cooling solutions in environmental justice neighborhoods in Everett, Malden, Chelsea, and Arlington..”**

WHEREAS, the goal of this project is community-led designs of cooling strategies in environmental justice communities.

WHEREAS, all parties recognize the importance of collaboration and sharing resources to achieve their respective goals;

NOW, THEREFORE, the City of Everett and Participating Municipalities hereby agree as follows:

1. Purpose:

The purpose of this MOU is to establish a cooperative relationship between the Funding Recipient and Participating Municipalities to accomplish the goals of this grant.

2. Duration:

This MOU shall commence on the date of signing and remain in effect **until June 30, 2026**.

3. Funding:

Funding for this work in the amount of \$687,000 is consistent with the budget described in the Workplan below, approved by the MA-MVP Program.

Year 1 - \$199,500

Year 2 - \$487,500

There is no cash match associated with this grant. All match is in-kind staff time (of all Participating Municipalities) and will be tracked and reported by the Mystic River Watershed Association.

4.Scope of Work and Contract between the Executive Office of Energy and Environmental Affairs (“EEA”) and the City of Everett: See Attachment A & B below, which is incorporated and made a part of this IMA.

5. Financial administration and payment:

- The City of Everett agrees to appropriate the entirety of funding.
- The Mystic River Watershed Association (MyRWA) will act as project manager for the project, including project management, grants administration; as well as community engagement efforts. (See Everett-MyRWA contract as Attachment C)
- In year 1, MyRWA will retain all consultants. Consultants will invoice MyRWA directly and be paid by MyRWA. MyRWA will submit invoices for work done to the City of Everett and be reimbursed within 30 days.
- MyRWA will prepare an annual reimbursement request on behalf of the Funding Recipient for MA-MVP. This package will include all deliverables as well as relevant invoices.
- In year 2, the Parties will appropriate implementation funding, for which they will be reimbursed by the Mystic River Watershed Association as part of their contract with the City of Everett, and communities will directly contract with any consultants or contractors. The implementation funds allocated for each Party is as follows:
 - Town of Arlington: \$105,000
 - City of Chelsea: \$110,000
 - City of Malden: \$105,000
 - City of Everett: \$110,000

These funds are restricted to implementation of cooling solutions in alignment with the intention of this grant.

- Revisions in the budget may be sought, including but not limited to reallocation of grant tasks or funding, with the written approval of the relevant Parties involved in the revision. MyRWA is responsible for requesting these changes with MA-MVP.
- Shifts in budget are possible with written agreement of municipal executives assuming that deliverables will be reached. MyRWA is responsible for sharing these changes with MA-MVP.
- Responsibility of Participating Municipalities: In order to be reimbursed, the Parties will provide original invoices for work performed, as well as deliverables required for MA-

MVP. All deliverables will be due by June 30, 2026, and all invoices will be due by July 15, 2026.

- MyRWA, per their contract with the Funding Recipient, will prepare a final reimbursement request to MA-MVP by July 15, 2026. This package will include all deliverables as well as relevant invoices.

6. Intellectual Property:

Any intellectual property rights arising from the project, including designs, data, reports, and findings, shall be jointly owned by the Participating Municipalities. All parties shall have the right to use and disseminate the results for non-commercial purposes, subject to applicable laws and regulations.

7. Governing Law:

This IMA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any litigation shall be ensued in the Middlesex Superior Court in Massachusetts.

8. Indemnification

Each party agrees to indemnify, defend and hold harmless the other party from and against and all claims, losses, costs and expenses (including reasonable attorneys fees) arising out of bodily injury of any person, or property damage, but only out of claims which result from gross negligence or misconduct of the indemnitor, its officers, agents, employees or volunteers.

9. Entire Agreement:

This IMA constitutes the entire agreement between the Participating Municipalities and supersedes any prior understanding or agreements, whether written or oral, relating to the subject matter herein. If there are any discrepancies between this IMA and Attachment C, the provisions in this IMA controls.

10. Severability:

If any portion of this MOU or the application thereof shall for any reason and to any extent, be invalid or unenforceable, neither the remainder of this MOU nor the application of the particular provision(s) to other persons, entities or circumstances shall be enforced to the maximum extent permitted by law.

11. Notices:

Any notice permitted or required hereunder to be given or served on any Party shall be in writing signed in the name of or on behalf of the Party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

City of Everett :Tom Philbin, Conservation Agent, 484 Broadway, Everett, MA02149,
Tom.Philbin@ci.everett.ma.us, (617) 394-2270

City of Malden: Alex Pratt, Director, OSPCD; 215 Main Street, Room 350, Malden, MA 02148;
apratt@cityofmalden.org; 781-324-5720

Town of Arlington: Claire Ricker, Director, DPCD, 730 Massachusetts Avenue Arlington MA
02476, 781-316-3090, cricker@town.arlington.ma.us

Town of Chelsea: Ben Cares, Director, HCD, 500 Broadway, Chelsea, MA 02150;
bcares@chelsema.gov; 617-466-4192

12. Complete Agreement:

This MOU constitutes the entire Agreement between the Participating Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Parties concerning the subject matter hereof. Each Party acknowledges that it has not relied on any representations by any other Participating Municipality or by anyone acting or purporting to act for another Party or for whose actions any other Party is responsible, other than the express, written representations set forth herein.

13. Counterparts:

This Agreement may be executed in counterparts by each Participating Municipality and so executed shall constitute one complete Agreement.

The Parties have caused this Intermunicipal Agreement to be executed by their duly authorized representatives.

CITY OF EVERETT

TOWN OF ARLINGTON

Signatory

Signatory

Date

Date

CITY OF CHELSEA

CITY OF MALDEN

Signatory

Signatory

Date

Date

Attachment A: Scope of Work and Budget

Tasks to be Completed by June 30, 2025			
Task 1: Project Kick-off, Management, and Reporting			
Sub-task 1.1 Kick-off meeting with Town, EEA, and Consultant	Meeting notes, sign-in sheet	MyRWA	\$ 1,500.00
Sub-task 1.2 Monthly progress reports FY25 (template provided)	Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator	MyRWA	\$ 3,000.00
Sub-task 1.3 Project Management	Ongoing notes document	MyRWA	\$ 20,000.00
Total Task 1 Cost			\$ 24,500.00
Task 2: Community Engagement in FY25			
Sub-task 2.1 Data analysis support	Materials that communicate data from WCM1	MyRWA	\$ 10,000.00
Sub-task 2.2 Host min 1 community event per community about extreme heat (4)	Engagement materials, boards, pictures from events, summary memo describing events including any feedback received from communities	MyRWA	\$ 16,000.00
Sub-task 2.3 Attend and table at 4-5 community events per community (total 16-20) , plus speak at 3-4 community group meetings per community (total 12-15)	Pictures from events, sign in sheets, email confirmations from groups, summary memo describing events including any feedback received from communities	MyRWA	\$ 45,000.00
Sub-task 2.4 Recruit and train 4 Wicked Cool Mystic Ambassadors	Memo describing ambassador recruitment process, applications, and any training documents	MyRWA	\$ 4,000.00
Sub-task 2.5 4 Community Based Organizations hired to help with engagement work	CBO contracts and workplans for 3-4 CBOs	MyRWA	\$ 24,000.00
Sub-task 2.6. Poll locations of cooling interventions	Memo showing results	MyRWA	\$ 3,000.00
Sub-task 2.7 Data result dissemination	Memo with materials from public meetings	MyRWA	\$ 3,000.00
Sub-task 2.8 Engage VOLUNTEERS in taking baseline temperatures at the selected locations in Malden	Baseline temperature data in spreadsheet and map, community outreach flyers	MyRWA	\$ 1,500.00
Total Task 2 Cost			\$ 106,500.00
Task 3: City of Everett			
Sub-task 3.1 Planning	List of locations and any data collected to make determinations	Consultant	\$ 5,000.00

Sub-task 3.2 Collaborate with local stakeholders to create a plan and design	Outreach materials, and summary of feedback received	Consultant	\$ 3,000.00
Sub-task 3.3 Final Design	Final design documentation	Consultant	\$ 12,000.00
Total Task 3 Cost			\$ 20,000.00
Task 4: City of Malden			
Sub-task 4.1 Planning	List of potential sites and any data collected to make determinations	Consultant	\$ 5,000.00
Sub-task 4.2 Collaborate with local stakeholders to create a plan	Draft planning and design documentation and summary of feedback received	Consultant	\$ 1,500.00
Sub-task 4.3 Final Design	Final design documentation	Consultant	\$ 12,000.00
Total Task 4 Cost			\$ 18,500.00
Task 5: Town of Arlington			
Sub-task 5.1 Planning	15 locations of potential bus shelter cooling stations including spatial and GIS data	Consultant	\$ 5,000.00
Sub-task 5.2 Final Design	Final design documentation	Consultant	\$ 10,000.00
Total Task 5 Cost			\$ 15,000.00
Task 6: City of Chelsea			
Sub-task 6.1 Planning	4 potential locations for new bus shelters including spatial and GIS data	Consultant	\$ 5,000.00
Sub-task 6.2 Final Design	Final design documentation	Consultant	\$ 10,000.00
Total Task 6 Cost			\$ 15,000.00
TOTAL PROJECT COST FY25			\$ 199,500.00
TOTAL PROJECT FUNDS TO EJ OR PRIORITY POPULATIONS FY25			

Tasks to be Completed by June 30, 2026			
Task 7: Project Management and Reporting			
Sub-task 7.1 Monthly progress reports FY26 (template provided)	Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator	MyRWA	\$ 3,000.00
Sub-task 7.2 Project Case Study (template provided)	Final Case Study Report, PowerPoint slide, project photos	MyRWA	\$ 500.00
Sub-task 7.3 Project Management	Ongoing notes document	MyRWA	\$ 20,000.00
Total Task 7 Cost			\$ 23,500.00
Task 8: Community Engagement in FY26			
Sub-task 8.1 4 Wicked Cool Mystic Ambassadors	New contract with same ambassaors reflecting modified scope of work for year 2	MyRWA	\$ 4,000.00
Sub-task 8.2 Community Based Organizations hired to help with engagement work	New contract with same CBOs reflecting modified scope of work for year 2	MyRWA	\$ 20,000.00
Sub-task 8.3 Attend and table at 2-3 community events per community (total 8-12) , plus speak at minimum 1 community group meetings per community (total 4)	Tabling materials, notes, and list of attendees, Pictures from events, sign in sheets, email confirmations from groups, summary memo describing events including any feedback received from communities	MyRWA	\$ 10,000.00
Total Task 8 Cost			\$ 34,000.00
Task 9: City of Everett			
Sub-task 9.1 Construct the chosen cooling interventions.	Bid package, construction contract, photos of final installations	Municipality	\$ 100,000.00
Sub-task 9.2 Engage volunteers and community members in tree planting and maintenance activities.	Summary memo describing event including photos and any relevant materials, and long-term maintenance plan with neighborhood involvement	MyRWA	\$ 5,000.00
Sub-task 9.3 Construction administration	Construction administration notes and other relevant documentation	Municipality	\$ 5,000.00
Total Task 9 Cost			\$ 110,000.00
Task 10: City of Malden			
Sub-task 10.1 Construct the chosen cooling interventions.	Copy of bid package and memo of results, construction contract, photos of final installation	Municipality	\$ 100,000.00
Sub-task 10.2 Construction administration	Construction administration notes and other relevant documentation	Municipality	\$ 5,000.00
Total Task 10 Cost			\$ 105,000.00
Task 11: Town of Arlington			

Sub-task 11.1 Construct the chosen cooling interventions.	Copy of bid package and memo of results, construction contract, photos of final installation for all bus shelters	Municipality	\$ 100,000.00
Sub-task 11.2 Construction administration	Construction administration notes and other relevant documentation	Municipality	\$ 5,000.00
Total Task 11 Cost			\$ 105,000.00
Task 12: City of Chelsea			
Sub-task 12.1 Construct the chosen cooling interventions.	Copy of bid package and memo of results, construction contract, photos of final installation for all bus shelters	Municipality	\$ 100,000.00
Sub-task 12.2 Construction administration	Construction administration notes and other relevant documentation	Municipality	\$ 10,000.00
Total Task 12 Cost			\$ 110,000.00
TOTAL PROJECT COST FY26			\$487,500.00
TOTAL PROJECT COST OVERALL			\$687,000.00

Attachment B: Contract with MA-MVP

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 of CTR Forms: <https://www.mass.gov/lists/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Everett (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Energy & Environmental Affairs MMARS Department Code: ENV	
Legal Address: (V-8, W-4): 484 Broadway, Everett, MA 02149		Business Mailing Address: 100 Cambridge St - Suite 900 Boston, MA 02114	
Contract Manager: Patrick Johnston, Project Manager	Phone: (617) 394-2313	Billing Address (if different):	
E-Mail: Patrick.Johnston@cityofeverett.org	Fax:	Contract Manager: Kara Runston	Phone: 617-312-1694
Contractor Vendor Code: VC 6000192088		E-Mail: kara.runston@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: This Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-ENV- MVPACTION046EVERFY25	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD) or an OSD-designated Department <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFP, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or remark, and exception justification, scope and budget)		<input type="checkbox"/> 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.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> 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): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> 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. <input type="checkbox"/> 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). <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (for new total if Contract is being amended): \$687,000			
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: <input checked="" type="checkbox"/> 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.) To complete the project entitled "Wicked Cool Myxto - Super Fresco Mosaic: Implementing resident-led outdoor cooling solutions in environmental justice neighborhoods in Everett, Malden, Chelsea, and Arlington," as outlined in Attachment A and Attachment B.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 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. <input type="checkbox"/> 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 those obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2026</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment. Said 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 struck 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: (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>CARLOS DELARIA</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Lindsey McCauley</u> Date: <u>09/16/24</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Lindsey McCauley</u> Print Title: <u>Deputy CFO - Strategy</u>	

Attachment C: Contract between City of Everett and Mystic River Watershed Association

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MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF EVERETT AND MYSTIC RIVER WATERSHED

This Memorandum of Understanding (MOU) is made and entered into as of November 20, 2024, by and between City of Everett, represented by Tom Philbin, Conservation Commissioner, hereinafter referred to as "City," and Mystic River Watershed Association, represented by Patrick Herron, Executive Director, hereinafter referred to as MyRWA; and

WHEREAS, City has received \$687,000 in funding from the Massachusetts Municipal Vulnerability Preparedness Program to pursue a two-year regional project to design and implement cooling strategies in Everett, Chelsea, Malden, and Arlington, under a grant titled "Wicked Cool Mystic - Súper Fresco Místico: Implementing resident-led outdoor cooling solutions in environmental justice neighborhoods in Everett, Malden, Chelsea, and Arlington.."

WHEREAS, the goal of this project is community-led designs of cooling strategies in environmental justice communities.

WHEREAS, MyRWA will act as project manager for the project, including project management, grants administration, and financial administration; as well as community engagement efforts;

WHEREAS, all parties recognize the importance of collaboration and sharing resources to achieve their respective goals;

WHEREAS, MyRWA will carry liability insurance.

NOW, THEREFORE, the City and MyRWA hereby agree as follows:

1. Purpose:

The purpose of this MOU is to establish a cooperative relationship between the City and MyRWA to perform grant management, financial administration, project management, and community engagement as specified in the budget and workplan below.

2. Duration:

This MOU shall commence on the date of signing, and remain in effect until until June 30, 2026. Either party may terminate this MOU by providing written notice to the other party at least two weeks prior to the intended termination date.

3. Funding:

Funding for this work in the amount of \$687,000 is consistent with the budget described in the Workplan below, approved by the MA-MVP Program.

Year 1 - \$199,500

Year 2 - \$487,500

There is no cash match associated with this grant. All match is in-kind staff time (of all participating municipalities) and will be tracked and reported by MyRWA.

4. Financial administration and payment:

- The City of Everett agrees to appropriate the entirety of funding.
- MyRWA will prepare all reimbursement requests on behalf of the City for the MVP program on an annual basis.
- In year 1, MyRWA will retain all contractors and consultants.
- Contractors and consultants will invoice MyRWA directly.
- MyRWA will send monthly invoices to the City on the 15th of each month.
- The City agrees to pay MyRWA within 30 days of receipt.
- In year 2, municipalities will appropriate implementation funding, for which they will be reimbursed by the MyRWA, and communities will directly contract with any consultants or contractors. Copies of original invoices will be provided to MyRWA, as well as deliverables required from MVP.
- MyRWA will invoice the City and the City agrees to pay MyRWA within 30 days of receipt.
- MyRWA will prepare final reimbursement request to MVP. This package will include all deliverables as well as relevant invoices.

5. Scope of Work and Budget:

Attachment B: Everett Wicked Cool Mystic II FY25/FY26 MVP Action Grant Scope/Budget			
Project Task	Deliverables	Party responsible	Total Grant
Tasks to be Completed by June 30, 2025			
Task 1: Project Kick-off, Management, and Reporting			

Sub-task 1.1 Kick-off meeting with Town, EEA, and Consultant	Meeting notes, sign-in sheet	MyRW A	\$ 1,500.00
Sub-task 1.2 Monthly progress reports FY25 (template provided)	Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator	MyRW A	\$ 3,000.00
Sub-task 1.3 Project Management	Ongoing notes document	MyRW A	\$ 20,000.00
Total Task 1 Cost			\$ 24,500.00
Task 2: Community Engagement in FY25			
Sub-task 2.1 Data analysis support	Materials that communicate data from WCM1	MyRW A	\$ 10,000.00
Sub-task 2.2 Host min 1 community event per community about extreme heat (4)	Engagement materials, boards, pictures from events, summary memo describing events including any feedback received from communities	MyRW A	\$ 16,000.00
Sub-task 2.3 Attend and table at 4-5 community events per community (total 16-20) , plus speak at 3-4 community group meetings per community (total 12-15)	Pictures from events, sign in sheets, email confirmations from groups, summary memo describing events including any feedback received from communities	MyRW A	\$ 45,000.00
Sub-task 2.4 Recruit and train 4 Wicked Cool Mystic Ambassadors	Memo describing ambassador recruitment process, applications, and any training documents	MyRW A	\$ 4,000.00
Sub-task 2.5 4 Community Based Organizations hired to help with engagement work	CBO contracts and workplans for 3-4 CBOs	MyRW A	\$ 24,000.00
Sub-task 2.6. Poll locations of cooling interventions	Memo showing results	MyRW A	\$ 3,000.00
Sub-task 2.7 Data result dissemination	Memo with materials from public meetings	MyRW A	\$ 3,000.00
Sub-task 2.8 Engage VOLUNTEERS in taking baseline temperatures at the selected locations in Malden	Baseline temperature data in spreadsheet and map, community outreach flyers	MyRW A	\$ 1,500.00
Total Task 2 Cost			\$ 106,500.00
Task 3: City of Everett			
Sub-task 3.1 Planning	List of locations and any data collected to make determinations	Consult ant	\$ 5,000.00
Sub-task 3.2 Collaborate with local stakeholders to create a plan and design	Outreach materials, and summary of feedback received	Consult ant	\$ 3,000.00
Sub-task 3.3 Final Design	Final design documentation	Consult ant	\$ 12,000.00
Total Task 3 Cost			\$ 20,000.00
Task 4: City of Malden			

Sub-task 4.1 Planning	List of potential sites and any data collected to make determinations	Consultant	\$ 5,000.00
Sub-task 4.2 Collaborate with local stakeholders to create a plan	Draft planning and design documentation and summary of feedback received	Consultant	\$ 1,500.00
Sub-task 4.3 Final Design	Final design documentation	Consultant	\$ 12,000.00
Total Task 4 Cost			\$ 18,500.00
Task 5: Town of Arlington			
Sub-task 5.1 Planning	15 locations of potential bus shelter cooling stations including spatial and GIS data	Consultant	\$ 5,000.00
Sub-task 5.2 Final Design	Final design documentation	Consultant	\$ 10,000.00
Total Task 5 Cost			\$ 15,000.00
Task 6: City of Chelsea			
Sub-task 6.1 Planning	4 potential locations for new bus shelters including spatial and GIS data	Consultant	\$ 5,000.00
Sub-task 6.2 Final Design	Final design documentation	Consultant	\$ 10,000.00
Total Task 6 Cost			\$ 15,000.00
TOTAL PROJECT COST FY25			\$ 199,500.00
Tasks to be Completed by June 30, 2025			
Task 7: Project Management and Reporting			
Sub-task 7.1 Monthly progress reports FY26 (template provided)	Monthly progress reports submitted by the 30th of each month of the grant period to your MVP Regional Coordinator	MyRWA	\$ 3,000.00
Sub-task 7.2 Project Case Study (template provided)	Final Case Study Report, PowerPoint slide, project photos	MyRWA	\$ 500.00
Sub-task 7.3 Project Management	Ongoing notes document	MyRWA	\$ 20,000.00
Total Task 7 Cost			\$ 23,500.00

Task 8: Community Engagement In FY26			
Sub-task 8.1 4 Wicked Cool Mystic Ambassadors	New contract with same ambassadors reflecting modified scope of work for year 2	MyRW A	\$ 4,000.00
Sub-task 8.2 Community Based Organizations hired to help with engagement work	New contract with same CBOs reflecting modified scope of work for year 2	MyRW A	\$ 20,000.00
Sub-task 8.3 Attend and table at 2-3 community events per community (total 8-12) , plus speak at minimum 1 community group meetings per community (total 4)	Tabling materials, notes, and list of attendees, Pictures from events, sign in sheets, email confirmations from groups, summary memo describing events including any feedback received from communities	MyRW A	\$ 15,000.00
Sub-task 9.2 Engage volunteers and community members in tree planting and maintenance activities in Everett	Summary memo describing event including photos and any relevant materials, and long-term maintenance plan with neighborhood involvement	MyRW A	\$ 5,000.00
Total Task 8 Cost			\$ 44,000.00
TOTAL PROJECT COST FY26			\$67,500.00
TOTAL PROJECT COST OVERALL			\$287,000.00

5. Intellectual Property:

Any intellectual property rights arising from the project, including designs, data, reports, and findings, shall be jointly owned by the City and MyRWA. Both parties shall have the right to use and disseminate the results for non-commercial purposes, subject to applicable laws and regulations.

6. Confidentiality:

Both parties shall treat any confidential information obtained during the course of this MOU with strict confidentiality and shall not disclose it to any third party without prior written consent except as required by law.

7. Governing Law and Dispute Resolution:

This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any disputes arising from or in connection with this MOU shall be resolved amicably through negotiation between the parties. If a resolution cannot be reached, the dispute shall be submitted to mediation or arbitration as mutually agreed upon by the parties.

8. Indemnification

The Non-Profit shall indemnify CITY against, and hold CITY harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of the public engagement and project management efforts as described in this agreement.

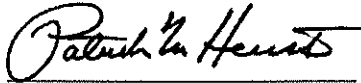
9. Entire Agreement:

This MOU constitutes the entire agreement between the City and MyRWA and supersedes any prior understandings or agreements, whether written or oral, relating to the subject matter herein.

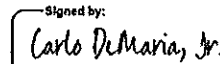
IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the City and MyRWA, have executed this Memorandum of Understanding as of the date first above written.

MYSTIC RIVER WATERSHED ASSOC.

APPROVED



Patrick Herron,
Executive Director

Signed by:


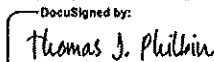
Carlo DeMarta,
Mayor

CERTIFYING AVAILABLE FUNDS

DocuSigned by:

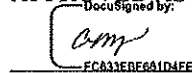

Eric Demas
Chief Financial Officer

CONSERVATION COMMISSION

DocuSigned by:


Tom Philbin,
Conservation Agent

APPROVED AS TO FORM

DocuSigned by:


Colleen Mejia, Esq.
City Solicitor



CITY OF CHELSEA, MA
Office of the City Manager

City Hall, 500 Broadway, Room 302 · Chelsea, MA 02150
Phone: 617.466.4100 · Fax: 617.466.4175 · Email: fmaltez@chelseama.gov

Fidel Maltez
City Manager

May 28, 2025

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Lease with Enterprise Holdings, LLC*

Dear Councilors:

I am writing to request the City Council's approval of a new lease with Enterprise Rent-A-Car Company of Boston, LLC ("Enterprise") for 324 Marginal Street, based on the terms outlined in the attached Request for Proposal. This lease agreement will effectively extend our lease with Enterprise through the end of Fiscal Year 2045 on terms that are advantageous to the City. The proposed Order of approval, the Request for Proposal, and the original Lease Agreement are enclosed for your review.

In 2014, following the issuance of a December 2013 RFP for the use of the City-owned property at 324 Marginal Street, the City executed a lease with Enterprise. This lease was structured as a 10-year agreement, consisting of a 5-year initial term with an option for Enterprise to extend for an additional 5 years. Enterprise utilizes the site for rental vehicle operations and, in return, provides excise tax payments to the City. The parcel is located adjacent to Highland Park on the non-water side of Marginal Street.

The original RFP allowed for a lease term of up to 20 years. The City in 2017 then negotiated with Enterprise to extend the lease to the full 20-year term under mutually beneficial conditions until 2034.

Recently, Enterprise has expressed a desire to expand its operations at this site by adding truck rentals, while the City seeks to secure an increase in excise tax revenues over a longer period of time. To achieve both objectives, we propose terminating the current lease and executing a new 20-year lease that will extend through Fiscal Year 2045.

The new lease will ensure increased guaranteed excise tax payments from Enterprise. In return, if Enterprise's excise tax payments exceed the guaranteed amount, the City will reimburse Enterprise from the excess funds for the cost of its site improvements.

Upon approval, the City will see financial benefits beginning in FY26. Revenue projections will reflect the increase in excise collections outlined in the new guaranteed schedule, while budgeted expenditures will account for the additional reimbursements stipulated in the lease.

For the above reasons, I respectfully ask that the City Council approve the new 20-year lease with two, five-year options to extend.

Sincerely,

Fidel A. Maltez
City Manager

Chelsea City Council
Chelsea City Hall
500 Broadway, Room 306
Chelsea, MA 02150

Item: # 2564101

28 MAY '25 AM 11:41





CITY OF CHELSEA, MA
Office of the City Manager

The Honorable Chelsea City Council
May 28, 2025
Page 2

Attachments

Cc: Michael Mason, Jr., Deputy City Manager, Finance
Cheryl Watson Fisher, City Solicitor
John DePriest, AICP, Director of Planning and Development



June 2, 2025

Be It Hereby ordered, that pursuant to Section 2-192 of the City of Chelsea Ordinances, that the City Manager may execute any and all documents to extend the Lease for the tenancy at 324 Marginal Street, Chelsea until 2055.

Councilor



CITY OF CHELSEA, MA
Office of the City Manager

City Hall, 500 Broadway, Room 302 · Chelsea, MA 02150
Phone: 617.466.4105 · Fax: 617.466.4175 · Email: fmaltez@chelseama.gov

IPA'LANTE
* **CHELSEA** *
+ ONWARD!
Michael Mason
Deputy City Manager

May 28, 2025

Douglas P. Valeri
Group Operations Manager
Enterprise Holdings
c/o Enterprise Rent-A-Car
405 West Street
West Bridgewater, MA 02379

Dear Mr. Valeri,

The City has reviewed the site plan for 324 Marginal Street, dated November 4, 2024, which includes the following proposed improvements:

- Construction of a new truck wash bay.
- Revised front rental space within the existing main building, as shown on the DR/TR floor plans.
- Updated parking flow layout.
- Boston Solar Design #1 for the solar project at 324 Marginal Street.

The City hereby approves these projects and the associated estimated cost of \$3,172,287, which covers planning, design, construction, and equipping. This cost will be certified for allocation from the Service Center Fund, as specified in Section [#] of the referenced agreement.

Should you have any questions or require further information, please feel free to reach out.

Sincerely,

Michael Mason
Deputy City Manager

Cc: Fidel Maltez, City Manager
Socheath Toda, City Auditor





CITY OF CHELSEA, MA
Office of the City Manager

City Hall, 500 Broadway, Room 302 · Chelsea, MA 02150
Phone: 617.466.4100 · Fax: 617.466.4175 · Email: fmaltez@chelseama.gov

Fidel Maltez
City Manager

May 28, 2025

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Structural Deficits Funding Request*

Dear Councilors:

Earlier this spring, the City's finance department met with representatives from the Division of Local Services (Department of Revenue). DLS provided a presentation that outlined resources they provide as well as historical information of Chelsea's submissions of reports and Tax Rate Recaps. We closed the meeting with a roadmap for the FY26 Tax Rate submission.

In this meeting DLS also noted that Chelsea has a listing of accounts known as structural deficits that they would like us to provide for. These accounts have deficit balances and have been inactive for at least 2 fiscal years. Our Auditing department has reviewed these accounts and have confirmed their status, noting that many have been inactive for at least 5 years or more.

I am requesting the use of Free Cash to close out these deficit balances. This will allow us to clean up and close out these inactive accounts.

A Council Order is attached for this transfer request. Thank you for your ongoing support.

Sincerely,

Fidel A. Maltez
City Manager

Attachments

Cc: Michael Mason, Deputy City Manager, Finance
Devon Fields, Deputy City Manager, Operations
Socheath Toda, City Auditor
Edward Dunn, Director of Budget and Grant Administration

Chelsea City Council
Chelsea City Hall
500 Broadway, Room 306
Chelsea, MA 02150

Item: # 35CM102

28 MAY '25 AM 11:57





June 2, 2025

AN ORDER AUTHORIZING THE USE OF FREE CASH TO COVER STRUCTURAL
FUNDING DEFICITS OF INACTIVE ACCOUNTS.

ORDERED, that the Chelsea City Council authorize the appropriation of \$122,177.09 from Free Cash, pursuant to M.G.L. Chapter 59, Section 23, for the purpose of closing out deficits in the following accounts that are no longer active and have been identified as structurally deficient by the Auditing department and the MA Division of Local Services.

Fund	Fund Name	Amount
3125	TDI CHALLENGE GRANT	10,130.00
3129	MA TRAVEL AND TOURISM RECOVERY	891.59
3210	DARE PUBLIC SAFETY	134.95
3214	DEA/DRUG (DIRECT)	3,928.66
3224	LOCAL LAW ENFORCEMENT	7,347.38
3225	V A W A	104.70
3248	CHELSEA SCHOOL-POLICE	19,943.93
3260	OPERATION CALGARY	626.27
3276	EOPSS / JAG STATE	378.34
3285	ORGANIZD CRIME DRUG ENFOR- FBI	304.40
3412	ASST TO FIRE-OPS&SAFETY	47.35
4039	SUBSTANCE ABUSE PREVENTN COLAB	198.17
4635	PSAP LEADERSHP SCHOLARSHIP PRGM	2,118.59
5022	HEALTHY SUMMER YOUTH JOBS	485.00
5002	DPW MASSPORT	1,801.88
5018	DPW EOAF- RECYCLING	512.50
5501	CAPITAL EQUIPMENT	2,685.68
5503	SENIOR CENTER CONSTRUCTION	16,519.39
5506	HIGHWAYS STREETS	15,587.27
5523	URBAN RENEWAL - CAPITAL	6,323.51
5535	ENERGY CONSERVATION	28,672.00
7008	GRAND REUNION	1,676.78
8000-258100	DUE TO POLICE	1,758.75
	TOTAL	122,177.09

Councilor



Toda, Socheath <stoda@chelseama.gov>

[EXTERNAL] RE: Thank you for your visit! **EXTERNAL EMAIL**

1 message

Wagner, Deborah A. (DOR) <wagnerd@dor.state.ma.us>

Tue, Mar 25, 2025 at 8:19 AM

To: "Wilcock, Christopher (DOR)" <wilcockc@dor.state.ma.us>, "Maltez, Fidel" <fmaltez@chelseama.gov>, "Guilfoyle, Thomas J. (DOR)" <guilfoylet@dor.state.ma.us>, "Sullivan, Stephen J. (DOR)" <sullivanst@dor.state.ma.us>, "Cronin, Sean R. (DOR)" <croninse@dor.state.ma.us>

Cc: Andrew Martel <amartel@chelseama.gov>, Alicia Orellana <aorellana@chelseama.gov>, Edward Dunn <edunn@chelseama.gov>, Jim Sullivan <jsullivan@chelseama.gov>, Michael Mason <mmason@chelseama.gov>, Patrice Montefusco <pmontefusco@chelseama.gov>, Socheath Toda <stoda@chelseama.gov>, Wendy Tavico <wtavico@chelseama.gov>, Colleen Lewis <clewis@chelseama.gov>

Hello all,

I echo what Chris said. It was a great opportunity to meet Team Chelsea! Attached are the structural deficits I would like the City to provide for prior to or on the FY26 tax rate recap.

Regards,

Deb

Debbie Wagner

Director of Accounts,

Division of Local Services

Cell Phone: 857-303-3108

Subscribe to: DLS Alerts | DLS YouTube Channel

From: Wilcock, Christopher (DOR) <wilcockc@dor.state.ma.us>

Sent: Tuesday, March 25, 2025 8:15 AM

To: Maltez, Fidel <fmaltez@chelseama.gov>; Guilfoyle, Thomas J. (DOR) <guilfoylet@dor.state.ma.us>; Sullivan,

Stephen J. (DOR) <sullivanst@dor.state.ma.us>; Wagner, Deborah A. (DOR) <wagnerd@dor.state.ma.us>; Cronin, Sean R. (DOR) <croninse@dor.state.ma.us>

Cc: Andrew Martel <amartel@chelseama.gov>; Alicia Orellana <aorellana@chelseama.gov>; Edward Dunn <edunn@chelseama.gov>; Jim Sullivan <jsullivan@chelseama.gov>; Michael Mason <mmason@chelseama.gov>; Patrice Montefusco <pmontefusco@chelseama.gov>; Socheath Toda <stoda@chelseama.gov>; Wendy Tavico <wtavico@chelseama.gov>; Colleen Lewis <clewis@chelseama.gov>
Subject: RE: Thank you for your visit! **EXTERNAL EMAIL**

Good Morning Fidel and Chelsea Team,

Thank you for hosting DLS yesterday at City Hall, the tacos were amazing. We had a great time meeting you and enjoyed talking about the tax rate setting process.

As promised, I have attached a copy of your Gateway form dates. Please let me know if you have any follow-up questions.

Have a great day and feel free to reach out anytime!

Chris

Christopher R Wilcock

Bureau Chief of Local Assessment



[MASS.GOV/DLS](https://www.mass.gov/dls) | [DLS Alerts](#) | [DLS YouTube](#)

Supporting a Commonwealth of Communities

From: Maltez, Fidel <fmaltez@chelseama.gov>

Sent: Monday, March 24, 2025 5:40 PM

To: Guilfoyle, Thomas J. (DOR) <guilfoylet@dor.state.ma.us>; Sullivan, Stephen J. (DOR) <sullivanst@dor.state.ma.us>; Wagner, Deborah A. (DOR) <wagnerd@dor.state.ma.us>; Wilcock, Christopher (DOR) <wilcockc@dor.state.ma.us>; Cronin, Sean R. (DOR) <croninse@dor.state.ma.us>

Cc: Andrew Martel <amartel@chelseama.gov>; Alicia Orellana <aorellana@chelseama.gov>; Edward Dunn <edunn@chelseama.gov>; Jim Sullivan <jsullivan@chelseama.gov>; Michael Mason <mmason@chelseama.gov>; Patrice Montefusco <pmontefusco@chelseama.gov>; Socheath Toda

<stoda@chelseama.gov>; Wendy Tavico <wtavico@chelseama.gov>; Colleen Lewis <clewis@chelseama.gov>
Subject: Thank you for your visit! **EXTERNAL EMAIL**

This Message Is From an External Sender

This message came from outside your organization.

Good evening DLS Team,

We wanted to thank you for taking time out of your busy schedule to visit Chelsea today! We appreciate the information shared and more importantly "connecting the dots" between finance processes. We have committed as a team to improve our internal financial processes. We could not achieve it without your support.

Thanks again and have a great rest of your week!



Fidel A. Maltez

City Manager

500 Broadway / Chelsea, MA 02150

Office: 617-466-4100/ Fax 617-466-4105

fmaltez@chelseama.gov

CAUTION: This is an EXTERNAL email. Do not open attachments or click on links unless you have confirmed the identity of the sender.

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 **Free Cash Hits to Raise.pdf**
74K



CITY OF CHELSEA, MA
Office of the City Manager

City Hall, 500 Broadway, Room 302 · Chelsea, MA 02150
Phone: 617.466.4100 · Fax: 617.466.4175 · Email: fmaltez@chelseama.gov

Fidel Maltez
City Manager

May 28, 2025

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Appointments to Boards and Commissions*

Dear Councilors:

Pursuant to Section 4-2 of the Charter of the City of Chelsea, I am writing to recommend the following individuals to Boards and Commissions in the City.

For appointment to the Cultural Council, Ms. Lilly Darr, 17 Pembroke Street, Chelsea, for a new three year term expiring on June 23, 2028.

For re-appointment to the Board of Library Trustees, Ms. Grace Lee, 175 Cottage Street Unit 411, Chelsea, for a new three year term expiring on June 30, 2028.

I respectfully request your approval of these appointments. I have attached the resume for the new appointee.

Sincerely,

Fidel A. Maltez
City Manager

Attachments

Cc: Devon Fields, Deputy City Manager of Operations
Lourdes Alvarez, Arts, Culture, and Creative Economy Manager
Lisa Mucciarone, Director of the Public Library
Jeannette Cintron White, City Clerk

Chelsea City Council
Chelsea City Hall
500 Broadway, Room 306
Chelsea, MA 02150

Item: # 25CM103



Lilly Darr

17 Pembroke St, Chelsea, MA 02150 | 857-600-9194 | darrlilly@gmail.com

Skills:

- Proficient in Salesforce, Microsoft Office, Google Docs, Excel, and Blackboard
- Strong organizational, troubleshooting, and problem-solving skills
- Expertise in website troubleshooting
- Social media management and lease negotiations
- Excellent professional etiquette and ability to work independently

Volunteer Experience:

AmeriCorps Special Projects Mentor | Bakersfield, CA
2019–2020

- Mentored youth in underserved communities, fostering personal and educational development.

AmeriCorps VISTA | Chula Vista, CA
2013–2014

- Contributed to capacity-building projects to aid marginalized communities through outreach and resource allocation.

Professional Experience:

Lilly Theatre Company
Founder/President | Cambridge, MA
June 2020–Present

- Established a 501(c)(3) nonprofit focused on promoting access to the arts for marginalized, vulnerable, and stigmatized communities.
- Developed partnerships and increased community engagement through inclusive theater programs.
- Led the coordination of professional development opportunities for staff, fostering a more inclusive and accessible learning environment.
- Managed the planning, production, and execution of theater performances, both in-person and online.
- Directed fiscal year budgeting and bookkeeping, ensuring financial stability for the organization.

Long-Term Substitute Teacher – Visual Art

Boston Public Schools | Umana Academy, East Boston, MA

February 2025 – Present

- Teach visual art to students in grades K1–8, creating and delivering engaging lessons aligned with state and national art standards.
- Develop and implement a variety of projects exploring painting, drawing, sculpture, and mixed media.
- Foster creativity, critical thinking, and self-expression in a culturally diverse classroom environment.
- Collaborate with classroom teachers and school staff to integrate art across the curriculum and support schoolwide initiatives.
- Maintain a positive and inclusive classroom environment, encouraging artistic risk-taking and growth.

Boston Public Schools

ABA Paraprofessional | Holmes Elementary, Boston, MA

Oct 2023 – Present

- Work with 3-5-year-old students with autism spectrum disorders, focusing on individualized behavioral and academic support.
- Implement data tracking systems to monitor student progress and behaviors, developing strategies to improve learning outcomes.
- Participate in professional development meetings focused on best practices in special education.

Substitute Teacher original start date Dec 2021—Oct 2023

Military Service:

U.S. Navy

2007–2010

- Served aboard ship and at Balboa Naval Hospital, providing administrative support and ensuring adherence to military protocols.
- Awarded an honorable discharge.

Education:

U.S. Navy
2007–2010

- Served aboard ship and at Balboa Naval Hospital, providing administrative support and ensuring adherence to military protocols.
- Awarded an honorable discharge.

Education:

• Berklee College of Music | Conservatory Master of Music in Music Education
2024

Major: Music & Autism

- Cambridge College | Master of Arts in Special Education (2012), Interdisciplinary Studies (2014)
- Hampshire College | Bachelor of Arts in Performing Arts/Media Studies (1999)



CITY OF CHELSEA, MA
Department of Housing and Community Development
Community Preservation Committee

City Hall, 500 Broadway, Room 101 · Chelsea, MA 02150
Phone: 617.466.4185 · Email: communitypreservation@chelseama.gov

Michelle Mirthes
Chair, Historic Commission
Mayra Molina
Member
Cotey Collins-Hernandez
Member
David Haesy
Member
Brendan Deveney
Conservation Commission
Paul Nowicki
Chelsea Housing Authority
Mimi Rancatore
Planning Board
Bianca Servellon
Recreation & Cultural Affairs

28 May 2025

The Honorable Chelsea City Council
City Hall
500 Broadway
Chelsea, MA 02150

Dear Councilors,

The Chelsea Community Preservation Committee is pleased to send to the City Council five (5) recommendations for grants from the Community Preservation Fund.

At the 2016 general election, 66.5 percent of Chelsea voters voted to adopt the provisions of the Community Preservation Act and impose a 1.5 percent surcharge on residential and commercial properties with exemptions for low-and moderate-income homeowners as well as an exemption on the first \$100,000 of property value. On December 19, 2016, the Chelsea City Council voted to establish by Ordinance the Community Preservation Committee (the Committee) to make recommendations on expenditures authorized by the Community Preservation Act (CPA). The recommendations of the Committee are sent to the City Council where the amounts can be affirmed, rejected, or lowered. Funding recommendations may not be increased.

The Committee is composed of 4 members appointed by the City Manager and confirmed by City Council as well as a representative from 5 city organizations as required by statute: conservation commission, historical commission, a park commissioner, planning board, and housing authority. All of the members are active participants in the community and current Chelsea residents.

The Community Preservation Committee began soliciting applications for its Spring round in February 2025. The Committee received eight (8) project eligibility forms. Of these, seven (7) projects were eligible and invited to submit full applications. Six (6) full applications were received by March 2025, with one applicant opting to apply during the Fall 2025 round.

At its 15 May 2025 meeting, the Community Preservation Committee recommended approval of five (5) applications for referral to Council. These are:

- CP25-10 La Colaborativa Emergency Housing Voucher Program for \$100,000
- CP25-11 Polonia Park for \$200,000
- CP25-12 The Quinn Residences for \$200,000
- CP25-13 The Neighborhood Developers Top Off Rental Assistance for \$100,000
- CP25-14 Walnut Street Synagogue for \$197,433



CITY OF CHELSEA, MA
Department of Housing and Community Development
Community Preservation Committee

The orders for Council's consideration of these grants and a summary of each project are attached for your review. The orders have been reviewed with the City Auditor.

Again, by statute, Council may affirm, reject, or lower the amounts of the Committee's recommendations. Your timely consideration will be greatly appreciated by the community and the Committee. We would welcome the opportunity to answer any questions you may have. Copies of the full applications may be reviewed at the Department of Housing and Community Development office.

Best regards,

A handwritten signature in black ink, appearing to read "Michelle Mirthes".

Michelle Mirthes
Chairperson, Chelsea Community Preservation Committee

28 MAY '25 AM 10:09



City of Chelsea

ORDER

APPROPRIATE FROM THE FY2025 COMMUNITY PRESERVATION FUND FOR CPA PROJECTS AND,

MOTION: That the Council act on the report of the Community Preservation Committee on the awarding of grant funding to FY2025 community preservation projects, in accordance with MGL Chapter 44B, Section 5(3)(d) and in accordance with the Revised Code of Ordinances of the City of Chelsea, Chapter 2, Article VII, Division 3, Section 2-330:

That the Council appropriate the following amounts from the Community Preservation Act Open Space Reserve (4901) as recommended by the Community Preservation Committee:

1. \$200,000 for Project CP25-11 Polonia Park;

That the Council appropriate the following amounts from the Community Preservation Act Historic Reserve (4902) as recommended by the Community Preservation Committee:

2. \$197,433 for Project CP25-14 Walnut Street Synagogue;

That the Council appropriate the following amounts from the Budgetary Reserve (4904) as recommended by the Community Preservation Committee:

3. \$100,000 for CP25-10 La Colaborativa Housing Voucher Program
4. \$200,000 for CP25-12 The Quinn Residences
5. \$100,000 for CP25-13 The Neighborhood Developers Top Off Rental Assistance



PROJECT SUMMARIES

CP25-10 La Colaborativa Housing Voucher Program

Applicant: La Colaborativa

Project Summary: The grant will be used to provide low and moderate income residents experiencing imminent or current homelessness with rental assistance stipends, particularly where RAFT and other tools are insufficient to overcome barriers.

Total Project Cost: \$270,003

Funding Amount Requested: \$200,000

Funding Amount Allocated by CPC: \$100,000

CP25-11 Polonia Park

Applicant: Department of Housing and Community Development

Project Summary: The grant will be used to support environmental site assessments to understand the nature and extent of contamination at Polonia Park, and support any necessary remediation work to address risks before the park's redevelopment construction.

Total Project Cost: \$1,117,293

Funding Amount Requested: \$200,000

Funding Amount Allocated by CPC: \$200,000

CP25-12 The Quinn Residences

Applicant: Mikael Vienneau

Project Summary: This grant will be used to support the razing of an existing building structure and the development of a 20 unit residential building. This residential project will create 20 owner-occupied residential units complete with 20 off-street parking spots. 3 affordable residential units will be for income-earners at 60% AMI, 9 units at 80% AMI, and 8 units at 100%. Each residential unit will be 1 bedroom/1 bathroom.

Total Project Cost: \$11,208,000

Funding Amount Requested: \$200,000

Funding Amount Allocated by CPC: \$200,000



CP25-13 The Neighborhood Developers (TND) Top Off Rental Assistance

Applicant: The Neighborhood Developers

Project Summary: The grant will be used to administer flexible top-off rental assistance, particularly in cases where the state cap for RAFT assistance, at \$7,000, is insufficient to cover the total rent that a household owes.

Total Project Cost: \$319,555

Funding Amount Requested: \$200,000

Funding Amount Allocated by CPC: \$100,000

CP25-14 Congregation Agudas Sholom of Chelsea/Walnut Street Synagogue Building Preservation

Applicant: Walnut Street Synagogue

Project Summary: The grant will be used to repair damaged/missing mortgage inside Walnut Street Synagogue, an 116 year old building, which has been caused over time by water damage.

Total Project Cost: \$474,398

Funding Amount Requested: \$197,433

Funding Amount Allocated by CPC: \$197,433



CITY OF CHELSEA, MA
Department of Permitting and Land Use

City Hall, 500 Broadway, Room 101 · Chelsea, MA 02150
DePriest
Phone: 617.466.4180 · Fax: 617.466.4195

John

Director
William Cecio

May 28, 2025

Councilor Norieliz DeJesus, President
Chelsea City Council
500 Broadway
Chelsea, MA 02150

re: ZA-25-01 – Section 34-106(j)(6) – Off-street parking requirements

Dear Councilor DeJesus,

At a duly posted regular meeting of the Planning Board held on Tuesday, May 27, 2025, the Board voted unanimously (motion by Nick Valentine, seconded by Christian DeJesus Franco, Tuck Willis – Yes, Regina Taylor – Yes, Christian DeJesus Franco – Yes, Jessica Arbaiza – Yes, Eric Czernizer – Yes, Mimi Rancatore – Yes, Sarah Ritch – Yes, Nick Valentine – Yes) to recommend that the Council adopt the off-street parking amendment as proposed.

Sincerely,

William Cecio
Planner/Land Use Administrator and Planning Board Staff

Cc: Fidel maltez, City Manager
Cheryl Watson Fisher, City Solicitor.

28 MAY '25 AM 11:16

Chelsea City Council
Chelsea City Hall
500 Broadway, Room 306
Chelsea, MA 02150

Item: # 25013



Amend Section 34-106(j)(6) to apply only when the relief given pertains to the number of required off-street parking spaces:

Current:

- (6) Any relief from off-street parking requirements in this zoning ordinance shall disqualify that location from participating in the residential parking sticker program.

Proposed

- (6) Any relief from the number of required off-street parking spaces in this zoning ordinance shall disqualify that location from participating in the residential parking sticker program.



COMMITTEE REPORT

Chelsea City Council

In Attendance (City Manager Evaluation Committee, May 14th, 2025)

Councilor Jimenez-Rivera (Chair), Council President DeJesus and Councilors T. Garcia (5:13 PM), Taylor (5:10 PM) and Robinson.

Invited Guests

All Members of the City Council; All Members of the Public.

Subject Matters Discussed

1. Review City Manager Evaluation survey submissions.
2. Plan for initial draft report.

Background

Councilor Jimenez-Rivera opened the meeting at 5:07 PM. Councilors continued their review of the Evaluation Survey submissions, focusing on the remaining evaluation areas: Public Safety; Policy Development and Strategic Thinking; Policy Execution; Intergovernmental Relations; Public Relations/Media Relations; Overall Effectiveness.

Committee members intend to use their next meeting to discuss and assign final grades in each of the evaluation areas.

The meeting adjourned at 5:57 PM.

Recommendations

1. None

Attachments

1. None

Councilor Roberto Jimenez-Rivera
Chair, City Manager Evaluation Committee



COMMITTEE REPORT

Chelsea City Council

In Attendance (Sub-Committee on Conference, May 14th, 2025)

Council President DeJesus (Chair) and Councilors T. Garcia, Jimenez-Rivera, Recupero, Taylor, Robinson, Teshe, Santagate, and Brown (6:31 PM).

Invited Guests

City Manager Fidel Maltez; Deputy City Manager Michael Mason; Director of Budget and Grant Administration Ed Dunn; City Clerk/Parking Clerk Jeannette Cintron White; City Auditor Socheath Toda; All Members of the City Council; All Members of the Public.

Subject Matter Discussed

1. Proposed Fiscal Year 2026 Budget

Background

Council President DeJesus opened the meeting at 6:04 PM, turning the floor over to City Manager Maltez and Deputy City Manager Mason to provide an explanation on the proposed budget for the following City departments:

City Clerk; Parking; Legislative; City Manager; Auditing; Budget and Grant Administration; Debt Service; Interfund Transfers ETC; Regional Schools; Retirement Contributions; State Assessments.

Councilors were afforded the opportunity to ask questions to the City Manager, Deputy City Manager and each Department head.

The meeting adjourned at 7:37 PM.

Recommendations

1. None

Attachments

1. None

Council President Norieliz DeJesus
Chair, Sub-Committee on Conference



COMMITTEE REPORT

Chelsea City Council

In Attendance (Sub-Committee on Ways and Means, May 19th, 2025)

Councilor Taylor (Chair) and Councilor Kelly Garcia.

Invited Guests

City Manager Fidel Maltez; Deputy City Manager Michael Mason; All Members of the City Council; All Members of the Public.

Subject Matters Discussed

1. ID#: 25F23 – 25F26

Background

Councilor Taylor opened the meeting at 5:34 PM, turning the floor over to Deputy City Manager Mason to provide an explanation on the financial orders pending before the Committee:

- 25F23: request for City Council to approve collective bargaining agreement negotiated between the City and Teamsters Local 25, representing DPW workers. Major cost items include annual raises in the following amounts: FY26 – 4%, FY27 – 3.50%, FY28 – 3.00%. FY26 will also see a one-time \$1,200 base wage increase. Total cost over life of contract is approximately \$240,000.
- 25F24: authorize a department to pay prior-year expense. \$32,931.97 for HCD to pay TND for a workforce development program they are contracted to manage. The purchase order encumbered did not have sufficient funds to cover the invoices in question.
- 25F25: Resolution in support of Site Readiness Grant for Forbes Site Redevelopment. The City received a grant from MassDevelopment in the amount of \$150,000, which will be used for survey services, a civil engineering analysis, a permitting assessment, environmental services and architectural massing studies. A comprehensive report will follow.
- 25F26: Approval of five-year contract with Dagle Electric for Quiet Zone construction. Current three-year contract expires in June 2025 and, due to significant delays in acquiring necessary plans from the MBTA, a contract extension will allow construction contract to align with timeline to utilize grant funding for the project.

The meeting adjourned at 5:46 PM.

Recommendations

1. None

Attachments

1. None

Councilor Todd Taylor
Chair, Sub-Committee on Ways and Means



COMMITTEE REPORT

Chelsea City Council

In Attendance (Sub-Committee on Ways and Means, May 27th, 2025)

Councilor Taylor (Chair) and Council President DeJesus.

Invited Guests

City Manager Fidel Maltez; Deputy City Manager Michael Mason; All Members of the City Council; All Members of the Public.

Subject Matters Discussed

1. ID#: 25F31 – 25F37

Background

Councilor Taylor opened the meeting at 5:33 PM, turning the floor over to City Manager Fidel Maltez to provide an explanation on the financial orders pending before the Committee:

- 25F31: authorization for a department to pay prior-year expenses. Emergency Management in the amount of \$2,259.75 to Verizon for phone lines. The department has worked with Verizon to clear-up prior-year balances, with these accounts related to phone lines that connect the 911 operations center to the Police Station.
- 25F32: \$100,000 from Free Cash to Housing and Community Development Contract Services Account for Downtown initiative. The City Council historically appropriated funds to support event programming in the Downtown and City-wide. Funds have been used to support Chelsea Day, The Day of the Dead, Chelsea Pride, and seasonal pop-ups.
- 25F33: Appropriations from Free Cash to cover salary deficits in various department salary accounts. Questions regarding appropriations to Emergency Management. Overtime costs were necessary in order to maintain minimum-staffing levels required by State law.
- 25F34: \$14,901 from Salary Reserve to Legislative Department Regular Salary Account to cover Step increases and COLA for both employees.
- 25F35: Appropriations from Free Cash to cover inadequate funding in various department operating accounts. Questions regarding DPW Contract Services Account, which covers private snow plows, and DPW Salt Account, which is typically underfunded yearly and replenished with Free Cash if needed.
- 25F36: Re-authorization of Six Revolving Funds that departments are able to utilize to deposit fees received; accounts require yearly re-authorization.
- 25F37: Re-authorization of Non-Resident Student Tuition Revolving Fund. School Department charges other school districts a fee to use Chelsea Public Schools' special education programs.

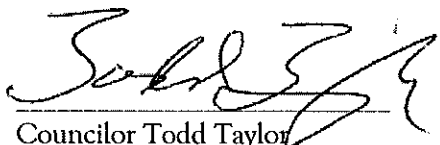
The meeting adjourned at 5:56 PM.

Recommendations

1. None

Attachments

1. None

A handwritten signature in black ink, appearing to read 'Todd Taylor', is written over a horizontal line.

Councilor Todd Taylor
Chair, Sub-Committee on Ways and Means



CITY OF CHELSEA, MA
Office of the City Manager

City Hall, 500 Broadway, Room 302 · Chelsea, MA 02150
Phone: 617.466.4100 · Fax: 617.466.4175 · Email: fmaltez@chelseama.gov

Fidel Maltez
City Manager

May 14, 2025

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Appointment to the Affordable Housing Trust Fund Board*

Dear Councilors:

Pursuant to Section 4-2 of the Charter of the City of Chelsea, I am writing to recommend the following individual to Boards and Commissions in the City.

For appointment to the Affordable Housing Trust Fund Board, Director of Housing & Community Development Ben Cares, to fill the unexpired term of Deputy City Manager of Operations Devon Fields while she is away on maternity leave. This term expires on June 30, 2026.

I respectfully request your approval of this appointment.

Sincerely,

Fidel A. Maltez
City Manager

Attachments

Cc: Devon Fields, Deputy City Manager of Operations
Ben Cares, Director of Housing & Community Development
Jeannette Cintron White, City Clerk

R/S



14 MAY '25 AM 11:09

CHELSEA CITY COUNCIL
CHELSEA CITY HALL
500 Broadway
Chelsea, MA 02150

2SCMQ0





CITY OF CHELSEA, MA
City Council

City Hall, 500 Broadway, Room 306 | Chelsea, MA 02150
Phone: 617.466.4060 | Fax: 617.466.4159 | Website: chelseama.gov

May 5, 2025

Ordered, that pursuant to Section 4-3(l) of the Charter of the City of, the Chelsea City Council hereby approves the cost items set forth in the collective bargaining agreement negotiated with the Teamsters Local 25, International Brotherhood of Teamsters, covering DPW employees memorialized in the Memorandum of Agreement for the period of July 1, 2025 through June 30, 2028, dated April 22, 2025.

Councilor Todd Taylor
District One

T/T

1ST READING

Ways and Means



CITY OF CHELSEA, MA
City Council

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May 5, 2025

Ordered, that, in accordance with M.G.L Ch. 44, Section 64, budget management procedures, whereby costs incurred in FY24 were not paid and are owed to the vendors, and to meet this obligation funds are required from the current year FY25 budget as noted, the Chelsea City Council authorizes the following expenditures to satisfy the unpaid balances that total \$32,931.97 from prior years as follows:

Year	Dept	Amount	Vendor	Purpose
FY24	HC&D	\$15,803.50	TND	Workforce development program
FY24	HC&D	\$17,128.47	TND	Workforce development program

Councilor Todd Taylor
District One

T/K

1ST READING
Ways and Means

ID#: 25F24



CITY OF CHELSEA, MA
City Council

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May 5, 2025

RESOLUTION IN SUPPORT OF THE SITE READINESS GRANT FOR THE FORBES
SITE REDEVELOPMENT PROGRAM

- WHEREAS, The land located at 1C Forbes Street, Chelsea, MA 02150 (the "Site") has been deemed a site suitable for the Site Readiness Program administered by the Massachusetts Development Finance Agency ("MassDevelopment"); and
- WHEREAS, The City of Chelsea, a Massachusetts municipal corporation having a mailing address at 500 Broadway, Chelsea, MA 02150 ("Municipality" or "Recipient") has been awarded a site readiness recoverable grant in the amount of \$150,000 from MassDevelopment (the "Recoverable Grant") for readiness assistance related to the Site (the "Project"); and
- WHEREAS, The Recoverable Grant will be formalized through a grant agreement entered into by and between the Municipality and MassDevelopment in substantially the form attached hereto (the "Grant Agreement"); and
- WHEREAS, The Municipality has agreed to repay the Recoverable Grant; NOW, THEREFORE BE IT
- ORDERED, that the Chelsea City Council hereby votes as follows:

If the Site or any portion thereof is sold, conveyed, gifted, demised, ground leased, or otherwise transferred, or refinanced, and as a result of said transaction, the Recipient receives funds that exceed the aggregate amount necessary for repayment of existing monetary liens, mortgage loans, and other debt on the Project and all of the costs incurred by them in the acquisition, development, ownership, and sale of the Site or of the portion of the Site transferred (the "Net Proceeds"), then Recipient shall reimburse MassDevelopment the full amount of the Net Proceeds up to the amount of the Recoverable Grant that has been disbursed and has not already been repaid to MassDevelopment (the "Disbursed Funds").

1ST READING

Ways and Means

Councilor Todd Taylor
District One

ID#: 25F25



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City Council

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May 5, 2025

Ordered, that, pursuant to M.G.L. c. 30B, §12, the Chelsea City Council hereby approves a five-year contract with Dagle Electrical Corporation for Quite Zone construction for the Chelsea Public Works Department.

Councilor Todd Taylor
District One

TA
1ST READING

Ways and Means



CITY OF CHELSEA, MA
City Council

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May 19, 2025

Ordered, that the following sums as classified and designated with respect to each department or undertaking as Salaries, Operations & Maintenance and Capital are hereby appropriated in the General Fund of the City of Chelsea as listed below and as summarized: Salaries \$62,257,501, Operations & Maintenance \$198,578,727, and Capital \$865,000, totaling \$261,701,228.

	Operations & Maintenance Expenses			Dept Total
	Salaries	Appropriations	Capital	
	Appropriations		Appropriations	
GENERAL GOVERNMENT				
Legislative	492,384	127,500	-	619,884.00
Executive Office	870,385	89,500	-	959,885.00
Auditor's Office	307,121	93,565	-	400,686.00
Budget & Grant Administration	185,307	21,000	-	206,307.00
Procurement	263,660	72,264	-	335,924.00
Assessing	363,165	180,674	-	543,839.00
Treasurer/Collector	571,771	214,642	-	786,413.00
Payroll	150,485	10,300	-	160,785.00
Law Department	369,780	142,250	-	512,030.00
Personnel Department	468,610	158,451	-	627,061.00
Information Technology	607,044	1,132,515	270,000	2,009,559.00
Central Billing and Research	123,223	117,050	-	240,273.00
City Clerk	484,403	85,220	20,000	589,623.00
Licensing	85,398	19,075	-	104,473.00
Permitting & Land Use Planning	214,893	47,700	35,000	297,593.00
Housing & Community Development	668,976	413,074	-	1,082,050.00
Total General Government	6,226,605	2,924,780	325,000	9,476,385.00

PUBLIC SAFETY

Police Department	14,040,079	1,028,945	205,000	15,274,024.00
Fire Department	12,885,783	649,478	95,000	13,630,261.00
Emergency Management	1,620,488	184,250	-	1,804,738.00
Inspectional Services	1,531,767	49,350	-	1,581,117.00
Traffic & Parking	131,534	1,186,500	-	1,318,034.00
Total Public Safety	30,209,651	3,098,523	300,000	33,608,174.00

EDUCATION

Northeast Vocational	-	2,900,000	-	2,900,000.00
School Department	-	150,891,360	-	150,891,360.00
Total Education	-	153,791,360	-	153,791,360.00

PUBLIC WORKS

Administration	533,703	33,100	-	566,803.00
Street & Sidewalks	1,572,535	2,151,750	230,000	3,954,285.00
Snow & Ice Removal	25,000	76,260	-	101,260.00
Solid Waste/Recycling	85,248	3,331,162	-	3,416,410.00
Structures & Grounds	581,716	1,765,430	-	2,347,146.00
Total Public Works	2,798,202	7,357,702	230,000	10,385,904.00

HEALTH & HUMAN SERVICES

Administration	287,555	253,420	-	540,975.00
Health Division	279,985	504,410	-	784,395.00
Elder Affairs	290,868	129,620	-	420,488.00
Veterans Service	102,452	379,924	-	482,376.00
Public Library	468,297	38,237	10,000	516,534.00
Comm. Schools & Recreation	668,092	257,802	-	925,894.00
Total HHS	2,097,249	1,563,413	10,000	3,670,662.00

DEBT SERVICE

	-	3,161,051	-	3,161,051.00
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EMPLOYEE BENEFITS

Contributory Retirement Assessment	10,675,966	-	-	10,675,966.00
Non-Contributory Retirement Pensions	-	-	-	-
Unemployment Compensation	120,000	-	-	120,000.00
Health Insurance	8,829,545	-	-	8,829,545.00
Payroll Taxes	642,000	-	-	642,000.00
Workers Compensation	425,000	-	-	425,000.00
Life Insurance	33,283	-	-	33,283.00
Accidental Death and Dismemberment	-	-	-	-
Salary Reserve	200,000	-	-	200,000.00
Total Employee Benefits	20,925,794	-	-	20,925,794.00

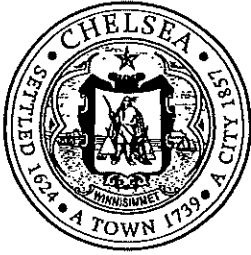
OTHER

Capital Projects	-	1,285,000	-	1,285,000.00
General Liability Insurance	-	1,044,877	-	1,044,877.00

Judgements	-	50,000	-	50,000.00
Stabilization Fund	-	-	-	-
CIP Reserve Fund	-	-	-	-
Trust Fund	-	300,000	-	300,000.00
State Assessments	-	24,002,021	-	24,002,021.00
Negotiation Reserve	-	-	-	-
Reserve for Abatements and Exemption	-	-	-	-
Total Other	-	26,681,898	-	26,681,898.00
Total General Fund	62,257,501	198,578,727	865,000	261,701,228.00


 Councilor Norieliz DeJesus
 President, Chelsea City Council

115
1ST READING
 Public Hearing



CITY OF CHELSEA, MA
City Council

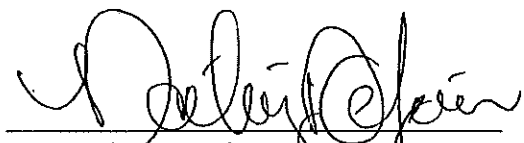
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May 19, 2025

Order Concerning Appropriations for Fiscal Year Beginning July 1, 2025
Sewer Enterprise Fund

Ordered, that the following sums, designated as appropriations, are hereby appropriated in the Sewer Enterprise Fund of the City of Chelsea as follows:

	Salaries Appropriations	Operations & Maintenance Expenses Appropriations	Capital Appropriations	Total
Sewer Enterprise	795,409	12,083,775	1,985,043	14,864,227


Councilor Norieliz Dejesus
President, Chelsea City Council

R10





CITY OF CHELSEA, MA
City Council

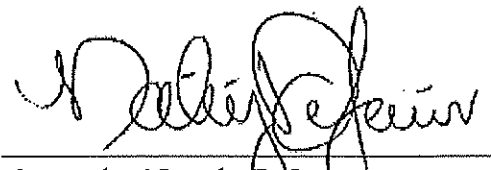
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May 19, 2025

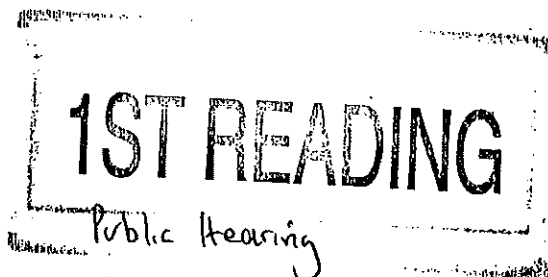
Order Concerning Appropriations for Fiscal Year Beginning July 1, 2025
Water Enterprise Fund

Ordered, that the following sums, designated as appropriations, are hereby appropriated in the Water Enterprise Fund of the City of Chelsea as follows:

	Salaries Appropriations	Operations & Maintenance Expenses Appropriations	Capital Appropriations	Total
Water Enterprise	795,409	7,862,797	1,787,652	10,445,858


Councilor Norieliz DeJesus
President, Chelsea City Council

R/S





CITY OF CHELSEA, MA
City Council

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May 19, 2025

Order Concerning Appropriations for Fiscal Year Beginning July 1, 2025
Free Cash

Ordered, that the City appropriations and assessments in the General Fund are to be financed in part by Certified Free Cash of the City of Chelsea as follows:

- Free Cash in the amount of \$1,710,663

Councilor Norieliz Dejesus
President, Chelsea City Council





CITY OF CHELSEA, MA
City Council

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May 19, 2025

Ordered, that, in accordance with M.G.L Ch. 44, Section 64, budget management procedures, whereby costs incurred in FY24 were not paid and are owed to the vendors, and to meet this obligation funds are required from the current year FY25 budget as noted, the Chelsea City Council authorizes the following expenditures to satisfy the unpaid balances that total \$2,259.75 from prior years as follows:

Year	Dept	Amount	Vendor	Purpose
FY24	911	\$2,259.75	Verizon	Cost for phone lines

Councilor Todd Taylor
District One

TH

1ST READING

Ways and Means

ID#: 25F31



CITY OF CHELSEA, MA
City Council

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May 19, 2025

Ordered, that the Chelsea City Council authorizes the appropriation of \$100,000 in Free Cash to the FY25 Housing and Community Development Contract Services Expense Account #30305-530600 for the Downtown Initiative, including local organizations and small business support, civic engagement and public art and events.

Councilor Todd Taylor
District One

T/T
1ST READING
Ways and Means

ID#: 25F32



CITY OF CHELSEA, MA
City Council

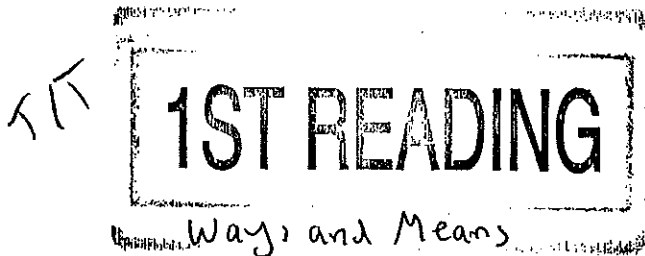
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May 19, 2025

Ordered, that the Chelsea City Council authorizes appropriations from Free Cash to the following salary accounts:

- \$2,757.00 from Free Cash to the Fiscal Year 2025 Legislative – Regular Salary Account #0111051-510200.
- \$500.00 from Free Cash to the Fiscal Year 2025 Payroll – Longevity Account #0114751-515600.
- \$22,147.00 from Free Cash to the Fiscal Year 2025 Personnel – Temporary Account #0115251-510300.
- \$6,138.00 from Free Cash to the Fiscal Year 2025 City Clerk – Regular Salary Account #0116151-510200.
- \$8,697.00 from Free Cash to the Fiscal Year 2025 City Clerk – Overtime Account #0116151-510400.
- \$11,242.00 from Free Cash to the Fiscal Year 2025 City Clerk – Poll Workers Account #0116151-510800.
- \$900.00 from Free Cash to the Fiscal Year 2025 City Clerk – Unused Sick Leave Bonus Account #0116151-519100.
- \$641.00 from Free Cash to the Fiscal Year 2025 Permitting and Land Use – Regular Salary Account #0117051-510200.
- \$199,426.00 from Free Cash to the Fiscal Year 2025 Emergency Management – Overtime Account #0123051-510400.

- \$11,563.00 from Free Cash to the Fiscal Year 2025 Emergency Management – Holiday Account #0123051-515300.
- \$3,493.00 from Free Cash to the Fiscal Year 2025 Parking Department – Regular Salary Account #0129351-510200.
- \$826.00 from Free Cash to the Fiscal Year 2025 Parking Department – Overtime Account #0129351-510400.
- \$54,281.00 from Free Cash to the Fiscal Year 2025 DPW Snow – Overtime Account #0142351-510400.
- \$20,290.00 from Free Cash to the Fiscal Year 2025 HHS Admin – Regular Salary Account #0151051-510200.
- \$1,650.00 from Free Cash to the Fiscal Year 2025 HHS Admin – Longevity Account #0151051-515600.
- \$4,600.00 from Free Cash to the Fiscal Year 2025 Health Officer – Regular Salary Account #0151151-510200.
- \$28,300.00 from Free Cash to the Fiscal Year 2025 Library – Regular Salary Account #0161051-510200.
- \$900.00 from Free Cash to the Fiscal Year 2025 Library – Longevity Account #0161051-515600.
- \$43,000.00 from Free Cash to the Fiscal Year 2025 Employee Benefit – Medicare Account #0191051-517600.



Councilor Todd Taylor
District One



CITY OF CHELSEA, MA
City Council

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May 19, 2025

Ordered, that the Chelsea City Council authorizes the transfer of \$14,901.00 from Salary Reserve Account #0199959-598000 to the Fiscal Year 2025 Legislative - Regular Salary Account #0111051-510200.

Councilor Todd Taylor
District One

T/K





CITY OF CHELSEA, MA
City Council

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May 19, 2025

Ordered, that the Chelsea City Council authorizes appropriations from Free Cash to the following operating accounts:

- \$20,000.00 from Free Cash to the Fiscal Year 2025 Law Department – Legal Services Account # 0115152-530100 for Forbes Bankruptcy counsel.
- \$10,000.00 from Free Cash to the Fiscal Year 2025 Personnel Department –Medical Services Account # 0115252-531200.
- \$61,106.00 from Free Cash to the Fiscal Year 2025 MIS Department – Contract Services Account #0115552-530600 for Cisco Firewall and Ubiquiti extenders.
- \$8,000.00 from Free Cash to the Fiscal Year 2025 City Clerk Department – Postage Account #0116152-522300.
- \$10,385.00 from Free Cash to the Fiscal Year 2025 City Clerk Department – Voting Machines Account # 0116158-586600, for voting booth upgrades for elections.
- \$10,000.00 from Free Cash to the Fiscal Year 2025 Fire Department – Software License Account # 0122052-523300, for the records management system software license.
- \$169,531.00 from Free Cash to the Fiscal Year 2025 DPW Snow Department – Contract Services Account # 0142352-530600.
- \$156,392.00 from Free Cash to the Fiscal Year 2025 DPW Snow Department –Salt Account # 0142352-546300.
- \$10,000.00 from Free Cash to the Fiscal Year 2025 DPW Building & Grounds Department – Building Maintenance Account # 0147052-524100 for fencing at Bosson Park.

- \$15,300.00 from Free Cash to the Fiscal Year 2025 DPW Building & Grounds Department - Other Expenditure Account # 0147052-570000 for real estate taxes.

Councilor Todd Taylor
District One

TK
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ways and means



CITY OF CHELSEA, MA
City Council

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May 19, 2025

Revolving Funds

WHEREAS, Pursuant to M.G.L. c. 44, §53E½, the City has adopted a new Ordinance, Section 2-200, authorizing six revolving funds; and

WHEREAS, Each year, the Ordinance requires the City Council to vote annually on or before July 1 on the amount that may be spent from each of these revolving funds during the upcoming fiscal year;

NOW THEREFORE BE IT ORDERED:

Chelsea Community Schools (#4407):

Aggregate expenditures from the fund shall not exceed \$100,000 in a single fiscal year;

All money received after the fund has reached a balance of \$100,000 shall be credited to the General Fund.

Elder Affairs Revolving Fund (#3802):

Aggregate expenditures from the fund shall not exceed \$1,000 in a single fiscal year;

All money received after the fund has reached a balance of \$1,000 shall be credited to the General Fund.

Emergency Management Hazardous Material Revolving Fund (#4615):

Aggregate expenditures from the fund shall not exceed \$30,000 in a single fiscal year;

All money received after the fund has reached a balance of \$30,000 shall be credited to the General Fund.

Vacant, Unsafe Buildings and Nuisance Properties Revolving Fund (#4627):

Aggregate expenditures from the fund shall not exceed \$30,000 in a single fiscal year;

All money received after the fund has reached a balance of \$30,000 shall be credited to the General Fund.

Tax Title Foreclosure Properties Revolving Fund (#4631):

Aggregate expenditures from the fund shall not exceed \$100,000 in a single fiscal year;

All money received after the fund has reached a balance of \$100,000 shall be credited to the General Fund.

Chelsea Public Library Revolving Fund (#4201):

Aggregate expenditures from the fund shall not exceed \$20,000 in a single fiscal year;

All money received after the fund has reached a balance of \$20,000 shall be credited to the General Fund.

Councilor Todd Taylor
District One

T/T

1ST READING

Ways and Means



CITY OF CHELSEA, MA
City Council

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May 19, 2025

**Authorization of a Revolving Account
For the School Department Non-Resident Student Tuition Revolving Fund**

WHEREAS, Section 71F of Chapter 71 of the General Laws authorizes cities and towns to accept and establish departmental revolving funds subject to certain budgetary restrictions; and

WHEREAS, The City of Chelsea School Committee adopted and implemented a tuition fee to be charged to other public school systems wishing to use the Chelsea Public Schools' special education programs and further voted to establish a Non-Resident Student Tuition revolving fund for the receipt and disbursement of said tuition and fees collected by Chelsea Public Schools; **NOW THEREFORE BE IT**

ORDERED, that the Chelsea City Council hereby authorizes the establishment of a revolving fund for the School Department in accordance with the provisions of Section 71F of Chapter 71 of the General Laws, subject to the following conditions:

1. Only proceeds received by the City, pursuant to the provisions of M.G.L. c. 71 section 71F shall be credited to the fund;
2. Aggregate expenditures from the fund shall not exceed \$250,000 in a single fiscal year;
3. All proceeds received in a single year after the fund has reached a balance of \$250,000 shall be credited to the General Fund;
4. Expenditures from this fund shall be authorized by the School Committee or their designee and shall not exceed the available balance of the revolving fund;
5. Such funds shall be expended only for purposes directly associated provisions of M.G.L. c. 71 Section 71F;

6. No expenditure may be made from such revolving fund for the purposes of paying full or part-time employee's wages or salaries unless the revolving fund is also charged for the costs of fringe benefits associated with the wages or salaries so paid;
7. The School Department shall provide a report including all receipts and expenditures of this fund to the City Manager on a quarterly basis and to the City Council on an annual basis in accordance with the provisions of Section 53E1/2 of Chapter 44 of the General Laws;
8. This revolving fund requires authorization for each ensuing fiscal year, and
9. This fund is hereby authorized until June 30, 2026.

Councilor Todd Taylor
District One





CITY OF CHELSEA, MA
City Council

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May 19, 2025

WHEREAS, By Section 30 of Chapter 43, Section 14 of Chapter 40, and Chapter 79 of the Massachusetts General Laws, all as amended, it is provided that the Chelsea City Council may take a temporary easement in and to, in the name of the City for any municipal purpose, land within the limits of the City not already appropriated for public use; and

WHEREAS, The City's Administration has identified and recommended a parcel in Chelsea which is necessary to be temporarily acquired by easement in order to promote and effectuate the City's protection from flooding, for long term economic development, and for affordable and market rate housing goals; and

WHEREAS, The taking of a temporary easement by eminent domain of the lands hereinafter described has been recommended by the City's Administration; and

WHEREAS, There is funding available for the anticipated expense of acquisition as required by the aforesaid Sections of Chapters 40, 43, and 79, however this temporary easement is to be donated to the City;

NOW, THEREFORE, by virtue of and in the pursuance of the authority conferred by said Chapters of the General Laws and by every other power and authority it thereto enabling, the City of Chelsea by its Council does hereby take a temporary easement in the land hereinafter described and all privileges and appurtenances thereto belonging for the purposes and uses accessory thereto. Intending to take and hereby taking a temporary easement within such description by whatsoever the same may be owned, vis:

A portion of the property in Chelsea, Suffolk County, Commonwealth of Massachusetts, known and numbered as 359 Beacham Street, Chelsea, Massachusetts, bounded and described as follows:

A certain parcel of land situated in the Commonwealth of Massachusetts, County of Suffolk, City of Chelsea, located on the southerly side of Beacham Street being shown as "14' WIDE TEMPORARY EASEMENT" on a plan entitled "Acquisition and Easement Plan of Land in Chelsea, MA (Suffolk County)" dated May 8th, 2025, prepared by Beals and Thomas, Inc. (the "Plan") which is recorded herewith, a reduced copy of which is attached hereto as Exhibit 1 (the "Property"), for municipal purposes, all in connection with the so-called Island End River Flood Resilience Project (the "Project"), being more particularly bounded and described as follows:

Commencing from the southerly sideline of Beacham Street at the intersection of land now or formerly of the Development and Marketing Group Chelsea I LLC / 359 Hamilton South LLC and land now or

formerly of JDC 65R Owner LLC, thence S 24° 37' 34" E 194.53 feet to the point of beginning, thence running

N 61° 11' 19" W 260.45 feet to a point, thence turning and running;
N 24° 38' 08" E 14.04 feet to a point, thence turning and running;
S 61° 11' 19" E 260.44 feet to a point, thence turning and running;
S 24° 37' 34" W 14.04 feet to the point of beginning. Said course being by land now or formerly of JDC 65R Owner LLC.

Being the "Temporary Easement Premises" containing 3,646 square feet more or less.

The land affected by the herein taking is owned or supposedly owned by the owners listed in Schedule A, attached hereto and incorporated within, hereinafter referred to as the Owner. If in any instance the name of any Owner is not correctly stated in Schedule A, the names of the supposed Owner being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an owner or owners unknown to the City.

The temporary easement taken is a non-exclusive, temporary easement upon, over, under, above, below, in, across, and through, portions of the property known and numbered as 359 Beacham Street, Chelsea, Massachusetts, as depicted on the Plan.

The scope of work shall include staging of materials and equipment required to construct the following features of the Project within the Temporary Easement Premises. A temporary pumping facility, including trash pumps and piping needed to support work in the Project area, will be staged within the Temporary Easement Premises. Work shall generally be performed in accordance with permits, include temporary work zone safety conventions, and provisions for sediment control. Temporary fences, partitions, cones, signs, and barriers may be employed at times to partition and manage access to work areas. Health and safety measures shall be employed in construction in accordance with identified risks.

The temporary easement will be effective for TWENTY (20) YEARS beginning on the date of recording of this Order of Taking in the Suffolk Registry of Deeds.

Easement Rights

The City, including without limitation, its employees and officials, agents, and invitees, and its contractors, subcontractors and assignees, shall have the non-exclusive right and easement to enter upon the Temporary Easement Premises from time to time for access, ingress and egress by foot, motor vehicle, and heavy equipment, for performance of the work within the Temporary Easement Premises for all work described herein, and any additional work as may be reasonably necessary for the accomplishment of the Project (the "Work"), which shall include without limitation, construction, installation, placement, operation, reconstruction, inspection, maintenance, repair, replacement, removal, and all uses necessary or incidental thereto, further including, without limitation, using and temporarily storing, as needed, construction equipment, materials or other incidental items at the Temporary Easement Premises to perform the Work. The City shall have the right to remove any structures, objects, utilities, subsurface materials, and/or vegetation (including trees and shrubs) now or hereafter located within the Temporary Easement Premises whenever their removal shall be necessary or convenient to exercise the rights taken hereunder.

In the exercise of its rights hereunder, the City agrees that it shall take all reasonable steps necessary to preserve the use of the Temporary Easement Premises by the owner for any and all purposes not

inconsistent herewith, provided that owner's use does not interfere with the use and operation of the City's Work and improvements as described herein.

The owner shall have the right to enter upon and use its property within the Temporary Easement Premises at their own risk, provided that, at no time shall the owner or any of its agents, and invitees, contractors, subcontractors and assignees materially interfere with the Work performed or improvements made within the Temporary Easement Premises, or unduly put themselves at risk.

In exercising the rights and easements taken hereunder, the City agrees that it shall perform the Work within the Temporary Easement Premises in compliance with any applicable laws, rules, regulations, and/or bylaws; obtain any and all permits and approvals required by laws, rules, regulations, and/or bylaws to perform such work; repair any damage caused as a result of the City's negligent acts or omissions, using good faith efforts to restore the surface of the Temporary Easement Premises, if disturbed, to its condition prior to such disturbance, as close as reasonably practicable.

The City shall, upon the completion of the Project, restore any portion of the Temporary Easement Premises damaged as a result of the City's exercise of the rights acquired herein to the condition existing prior to such disturbance, as closely as reasonably practicable.

All rights and privileges herein taken, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

The land affected by the herein taking is owned or supposedly owned by the owners listed in Schedule A, attached hereto and incorporated herein, hereinafter referred to as the Owner. If in any instance the name of any owner is not correctly stated in Schedule A, the names of the supposed Owner being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an owner or owners unknown to the City.

No betterments are to be assessed under this taking. Any trees and improvements upon the land taken are included in the taking.

No damages have been awarded as the Owner has waived all damages.

NOW, THEREFORE BE IT ORDERED, that the taking of the temporary easement in and to the land along with all buildings and trees thereon herein described, duly authorized in accordance with General Laws, Chapter 40, Section 14, Chapter 43, Section 30 and Chapter 79, all as amended, for this taking is made, and, except as provided below, is made together with any and all easements and rights appurtenant thereto, including trees, buildings, and other structures standing upon or affixed thereto and including the interests of the supposed owners, if any, in all public streets, highways, and public ways within or adjacent to the Property.

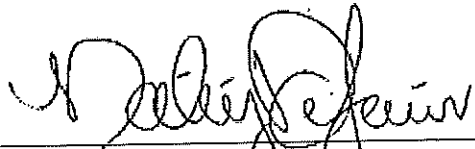
Excepting from the rights taken are all easements for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewerage, gas, oil, steam, electricity and telephone communication and other utilities now lawfully in or upon the Property; and

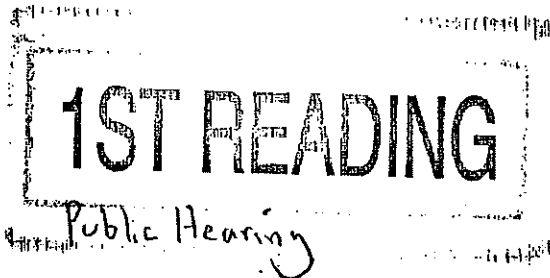
BE IT FURTHER ORDERED, that in accordance with the provisions of Massachusetts General Laws, Chapter 79, as amended, the City accepts the temporary easement as a donation in accordance with

Chapter 79. The City of Chelsea reserves the right to amend the award of damages at any time prior to payment for good cause shown; and

BE IT FURTHER ORDERED, that a representative(s) of the City of Chelsea shall cause this Order of Taking to be recorded in the Suffolk County Registry of Deeds, in Boston, Massachusetts, and filed with the Suffolk County Registry District of the Land Court, if necessary, and shall forward such notices of this taking to such persons entitled to receive notice by law, and shall make payment of the damages sustained on account of this taking at such time and to such persons entitled thereto as is required by law, and shall notify the Treasurer and Collector of Taxes in the City of Chelsea of this taking in accordance with M.G.L. c. 79; and

BE IT FURTHER ORDERED, that the City Manager and/or his designee, are further authorized: (i) to execute and deliver any notices, and other correspondence found to be necessary or convenient in connection with such acquisition; (ii) to take such actions as are necessary to affect such taking and/or are called for in the Order of Taking or other conveyance instrument to be executed in accordance with this vote, including, without limitation, recording and filing such instruments in the Suffolk County Registry of Deeds and the Suffolk County Registry District of the Land Court, if necessary; (iii) to take such other actions related to the processing and notice of the taking as are required by law; and (iv) to make payments of the award to the owners and all other parties having any interest in the Property in accordance with state law, if any.



Councilor Norieliz DeJesus
President, Chelsea City Council

CERTIFICATE OF THE CITY CLERK

I, Jeannette Cintron White, the duly appointed Clerk of the City of Chelsea, hereby certify that the attached Order of Taking of certain property located in Chelsea, Suffolk County, Massachusetts, was executed on June , 2025, by the City Council of the City of Chelsea. I further certify that the attached Vote is a true and correct vote taken by the members of the City Council of the City of Chelsea at a meeting duly called and held on June , 2025.

Signed this ____ day of June, 2025.

Jeannette Cintron White,

City Clerk

Schedule A

Owner: The Development and Marketing Group Chelsea I, LLC (an undivided 66.25% interest),
and 359 Hamilton South, LLC (an undivided 33.75% interest)

Address: 305 Commandants Way, Chelsea, MA 02150

Exhibit 1

Reduced Plan of Land

ID#: 2564

NOTICE OF TAKING BY EMINENT DOMAIN

TO: The Development and Marketing Group Chelsea I, LLC (an undivided 66.25% interest) and

359 Hamilton South, LLC (an undivided 33.75% interest)

Address: 305 Commandants Way, Chelsea, MA 02150

The Lowell Five Cent
Savings Bank
30 International Place
Tewksbury, MA 01876
(Mortgagee)

Mortgages: Suffolk Registry District of the Land Court, Document #949651 and Document # 949653 to The Lowell Five Cent Savings Bank

RE: Taking of a temporary easement in a portion of the property located at 359 Beacham Street, Chelsea, MA 02150, described in a deed recorded at Suffolk Registry District of the Land Court (the "Registry"), as Document No. 937651 and Document No. 649650 (the "Property")

DATE: June , 2025

In accordance with G.L. c.79, §7C, the City of Chelsea hereby notifies you that the City recently acquired a temporary easement in a portion of the land located at 359 Beacham Street, Chelsea, Massachusetts.

The Property taken is described in the Order of Taking filed with the Suffolk Registry of Deeds on , 2025 in Book , Page as Document No. .

A copy of the Order of Taking is enclosed.

The City has awarded Zero Dollars (\$0.00) as damages for the taking. If you dispute the adequacy of this award, and you have declined to execute an Eminent Domain Release, you may petition for an assessment of damages for the taking to the Suffolk Superior Court under G.L. c. 79, §14 within three (3) years from the date on which the Order of Taking was recorded.

COMMONWEALTH OF MASSACHUSETTS
CITY OF CHELSEA
Eminent Domain Release

The Development and Marketing Group Chelsea I, LLC (an undivided 66.25% interest) and 359 Hamilton South, LLC (an undivided 33.75% interest), of 305 Commandants Way, Chelsea, MA 02150, the owner of property located at 359 Beacham Street, Chelsea, MA (the "Premises"), desiring to donate a temporary easement to the City of Chelsea as a gift, hereby, for itself, and its heirs, successors and assigns, waive, release and forever discharge the City of Chelsea, and its successors and assigns from any and all debt, demands, actions, reckonings, bonds, covenants, contracts, agreements, promises, damages, liabilities, and any and all other claims of every kind, nature and description whatsoever, from or in consequence of the taking by eminent domain of the temporary easement on the Premises, waive all notice of said taking, waive an appraisal of damages, waive all rights to damages for said taking under G.L. c. 79 and further waive all relocation benefits under G.L. c. 79A, if applicable. The owner hereby acknowledges receipt of a copy of the proposed Order of Taking.

The undersigned, further hereby indemnifies and holds harmless the City of and its successors and assigns from and against any and all actual costs, expenses, reasonable attorneys' fees, liabilities and damages incurred by the City of Chelsea and its successors and assigns arising out of any claims of any other parties claiming rights to the Premises or damages in connection with the Order of Taking.

IN WITNESS WHEREOF, The Development and Marketing Group Chelsea I, LLC (an undivided 66.25% interest) and 359 Hamilton South, LLC (an undivided 33.75% interest), has each set its hand and seal on this _____ day of _____, 2025.

(Signature pages follow)

OWNER: The Development and Marketing Group Chelsea I, LLC

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____, _____ of The Development and Marketing Group Chelsea I, LLC, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of The Development and Marketing Group Chelsea I, LLC.

(Official Signature and Seal of Notary)

OWNER: 359 Hamilton South, LLC

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____, _____ of 359 Hamilton South, LLC, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of 359 Hamilton South, LLC.

(Official Signature and Seal of Notary)



CITY OF CHELSEA, MA
City Council

City Hall, 500 Broadway, Room 306 | Chelsea, MA 02150
Phone: 617.466.4060 | Fax: 617.466.4159 | Website: chelseama.gov

May 19, 2025

- WHEREAS, By Section 30 of Chapter 43, Section 14 of Chapter 40, and Chapter 79 of the Massachusetts General Laws, all as amended, it is provided that the Chelsea City Council may take in fee in and to, in the name of the City for any municipal purpose, land within the limits of the City not already appropriated for public use; and
- WHEREAS, The City's Administration has identified and recommended a parcel in Chelsea which is necessary to be acquired in order to promote and effectuate the City's protection from flooding, for long term economic development, and for affordable and market rate housing goals; and
- WHEREAS, The taking by eminent domain of the lands hereinafter described has been recommended by the City's Administration; and
- WHEREAS, There is funding available for the anticipated expense of acquisition as required by the aforesaid Sections of Chapters 40, 43, and 79;

NOW, THEREFORE, by virtue of and in the pursuance of the authority conferred by said Chapters of the General Laws and by every other power and authority it thereto enabling, the City of Chelsea by its Council does hereby take in fee the land hereinafter described and all privileges and appurtenances thereto belonging for the purposes and uses accessory thereto. Intending to take and hereby taking in fee an included within such description by whatsoever the same may be owned, vis:

A portion of the property in Chelsea, Suffolk County, Commonwealth of Massachusetts, known and numbered as 145 Market Street, Chelsea, Massachusetts, bounded and described as follows:

A certain parcel of land situated in the Commonwealth of Massachusetts, County of Suffolk, City of Chelsea, located on the easterly side of Market Street being shown as "ACQUISITION PARCEL 2" on a plan entitled "Acquisition and Easement Plan of Land in Chelsea, MA (Suffolk County)" dated May 8th, 2025, prepared by Beals and Thomas, Inc. (the "Plan"), which is recorded herewith, a reduced copy of which is attached hereto as Exhibit 1 (the "Property"), for municipal purposes, all in connection with the so-called Island End River Flood Resilience Project (the "Project"), being more particularly bounded and described as follows:

Beginning at a point at the most southwesterly corner of the parcel, said point being on the easterly sideline of Market Street at the intersection of land now or formerly of the Commonwealth of Massachusetts and land now or formerly of the Development and Marketing Group Brookline I LLC, thence running;

N 36° 57' 44" E	168.30 feet to a point, said course being by the easterly sideline of Market Street, thence turning and running;
S 65° 21' 52" E	83.03 feet to a point, said course being by land now or formerly of the Revere Federal Savings and Loan Association, thence turning and running;
S 12° 56' 13" E	138.21 feet to a point, said course being in part by land now or formerly of the Revere Federal Savings and Loan Association and in part by land now or formerly of the Development and Marketing Group Chelsea I LLC / 359 Hamilton South LLC, thence turning and running;
S 54° 48' 49" W	175.03 feet to a point of curvature, said course being by land now or formerly of the City of Chelsea and Island End River, thence turning and running; Northwesternly by a curve to the left having a radius of 1008.00 feet and a length of 150.41 feet to the point of beginning. Said course being by land now or formerly of the Commonwealth of Massachusetts

Containing 32,950 square feet more or less, or 0.756 acres more or less.

Being the same premises, together with the improvements thereon, if any, as is shown as Land Court Lot 24 on Land Court Plan LCC 22029-E

The land affected by the herein taking is owned or supposedly owned by the owners listed in Schedule A, attached hereto and incorporated within, hereinafter referred to as the Owner. If in any instance the name of any Owner is not correctly stated in Schedule A, the names of the supposed Owner being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an owner or owners unknown to the City.

The negotiated fair market value of said parcel has been determined to be Eight Hundred Twenty-One Thousand One Hundred Sixty-Three and 51/100 Dollars (\$821,163.51).

NOW, THEREFORE BE IT ORDERED, The taking of the fee in and to the land along with all buildings and trees thereon herein described, duly authorized in accordance with General Laws, Chapter 40, Section 14, Chapter 43, Section 30 and Chapter 79, all as amended, for this taking is made in fee simple, and, except as provided below, is made together with any and all easements and rights appurtenant thereto, including trees, buildings, and other structures standing upon or affixed thereto and including the interests of the supposed owners, if any, in all public streets, highways, and public ways within or adjacent to the Property.

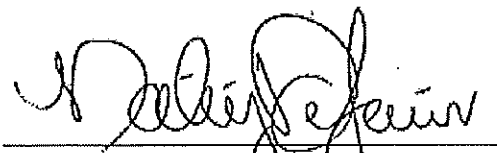
Excepting from the rights taken are all easements for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewerage, gas, oil, steam, electricity and telephone communication and other utilities now lawfully in or upon the Property; and

BE IT FURTHER ORDERED, that in accordance with the provisions of Massachusetts General Laws, Chapter 79, as amended, an award is made by the City of Chelsea in an amount as determined by appraisal in accordance with Chapter 79, plus taxes and interest legally owed for damages sustained by the owner or owners and all other persons, including all mortgagees of record, having any and all interest in the Property and entitled to any damages by reason of the taking. The City of Chelsea reserves the right to amend the award at any time prior to payment for good cause shown; and

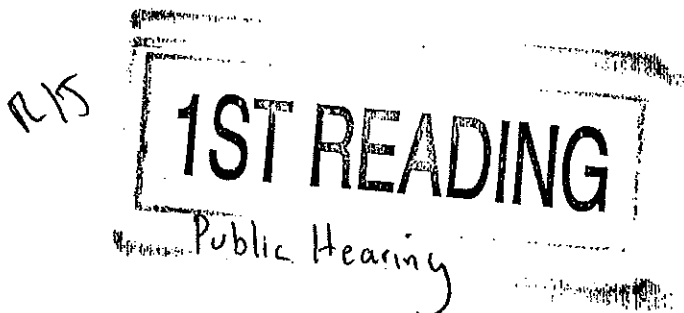
BE IT FURTHER ORDERED, that a representative(s) of the City of Chelsea shall cause this Order of Taking to be recorded in the Suffolk County Registry of Deeds, in Boston, Massachusetts, and filed with

the Suffolk County Registry District of the Land Court, if necessary, and shall forward such notices of this taking to such persons entitled to receive notice by law, and shall make payment of the damages sustained on account of this taking at such time and to such persons entitled thereto as is required by law, and shall notify the Treasurer and Collector of Taxes in the City of Chelsea of this taking in accordance with M.G.L. c. 79; and

BE IT FURTHER ORDERED, that the City Manager and/or his designee, are further authorized: (i) to execute and deliver any notices, and other correspondence found to be necessary or convenient in connection with such acquisition; (ii) to take such actions as are necessary to affect such taking and/or are called for in the Order of Taking or other conveyance instrument to be executed in accordance with this vote, including, without limitation, recording and filing such instruments in the Suffolk County Registry of Deeds and the Suffolk County Registry District of the Land Court, if necessary; (iii) to take such other actions related to the processing and notice of the taking as are required by law; and (iv) to make payments of the award to the owners and all other parties having any interest in the Property in accordance with state law.



Councilor Norieliz De Jesus
President, Chelsea City Council



CERTIFICATE OF THE CITY CLERK

I, Jeannette Cintron White, the duly appointed Clerk of the City of Chelsea, hereby certify that the attached Order of Taking of certain property located in Chelsea, Suffolk County, Massachusetts, was executed on June , 2025, by the City Council of the City of Chelsea. I further certify that the attached Vote is a true and correct vote taken by the members of the City Council of the City of Chelsea at a meeting duly called and held on June , 2025.

Signed this ____ day of June, 2025.

Jeannette Cintron White,

City Clerk

Schedule A

Owner: The Development and Marketing Group Brookline I, LLC

Exhibit 1

Reduced Plan of Land

NOTICE OF TAKING BY EMINENT DOMAIN

TO: The Development and Marketing Group Brookline I, LLC
305 Commandants Way, Chelsea, MA 02150

RE: Taking by Eminent Domain of the fee simple ownership of the property located at 145 Market Street, Chelsea, MA, as more particularly described in a deed recorded at the Suffolk Registry District of the Land Court as Document No. 649605 and further described as Lot 24 as shown on Land Court Subdivision Plan 22029E filed with Certificate No. 96383 and as depicted on a plan entitled "Acquisition and Easement Plan" Dated: May 2, 2025" by Beals and Thomas (the "Plan") as "Acquisition Parcel 2".

DATE: June , 2025

In accordance with G.L. c.79, §7C, the City of Chelsea hereby notifies you that the City recently acquired the fee simple ownership of the property located at 145 Market Street, Chelsea, Massachusetts

The Property taken is described in the Order of Taking filed with the Suffolk Registry of Deeds on , 2025, in Book , Page as Document No. .

A copy of the Order of Taking is enclosed.

The City has awarded Eight Hundred Twenty-One Thousand One Hundred Sixty-Three and 51/00 (\$861,163.51) as damages for the taking. If you dispute the adequacy of this award, you may petition for an assessment of damages for the taking to the Suffolk Superior Court under G.L. c. 79, §14 within three (3) years from the date on which the Order of Taking was recorded.

OFFER

TO: The Development and Marketing Group Brookline I, LLC
305 Commandants Way, Chelsea, MA 02150

RE: Taking by Eminent Domain of the fee simple ownership of the property located at 145 Market Street, Chelsea, MA, as more particularly described in a deed recorded at the Suffolk Registry District of the Land Court as Document No. 649605 and further described as Lot 24 as shown on Land Court Subdivision Plan 22029E filed with Certificate No. 96383 and as depicted on a plan entitled "Acquisition and Easement Plan" Dated: May 2, 2025" by Beals and Thomas (the "Plan") as "Acquisition Parcel 2".

Date: June , 2025

Under Sections 7B and 8A of Chapter 79 of the Massachusetts General Laws, the City of Chelsea offers you Eight Hundred Twenty-One Thousand One Hundred Sixty-Three and 51/100 (\$861,163.51) as damages for the eminent domain taking by the City of fee simple interest in your property located at 145 Market Street, Chelsea, Massachusetts pursuant to the Order of Taking filed with the Suffolk Registry of Deeds , 2025 in Book , Page, as Document # .

The payment will be made available to you at the Treasurer's Office at City Hall, 500 Broadway, Room 215, Chelsea, MA 02150 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday, 4:00 p.m. to 7:00 p.m. Tuesday, and 4:00 p.m. to 12:00 p.m., Friday (excepting holidays).

The City will release payment to you once you have submitted to the Treasurer's Office, in person or by mail, *completed originals (with wet signatures)* of the following enclosed documents establishing entitlement thereto:

1. W-9 Form: since the damages paid by the City are considered taxable income, you will be asked to fill out a W9 form before the City can issue you a check; and
2. An Application for Eminent Domain Damages Payment (form enclosed), signed by you and the mortgagee (if applicable), consenting to the damages being released to you and the mortgagee; *and*

Either

3. *Pro Tanto* Receipt (form enclosed), if the payment is being accepted as a *pro tanto* settlement of damages under Chapter 79, §8A; *or*
4. An Eminent Domain Release (form enclosed), if the payment is being accepted as final settlement of all damages under Chapter 79, §39.

The Application must be signed by the owners and all mortgagees (if any) before payment can be made.

CITY OF CHELSEA
COMMONWEALTH OF MASSACHUSETTS

Application for Eminent Domain Damages Payment

1. Address of Property: 145 Market Street, Chelsea, MA 02150
2. Total Amount of Damages Awarded: Eight Hundred Twenty-One Thousand One Hundred Sixty-Three and 51/100 (\$861,163.51)
3. Property Owner's Name: The Development and Marketing Group Brookline I, LLC
4. Property Owner's Address: 305 Commandants Way, Chelsea, MA 02150
5. Mortgagee's Name: None.

The Development and Marketing Group Brookline I, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

CITY OF CHELSEA

Pro Tanto Receipt

The Development and Marketing Group Brookline I, LLC, the owner of 145 Market Street, Chelsea, MA, of 305 Commandants Way, Chelsea, MA 02150 (the "Owner") hereby acknowledges receiving from the City of Chelsea, through its Treasurer's Office, the sum total of Eight Hundred Twenty-One Thousand One Hundred Sixty-Three and 51/00 (\$861,163.51) which the Owner has agreed to accept as a *pro tanto* payment pursuant to G.L. c.79, §8A due to the City taking by Eminent Domain the fee simple ownership of the property in which the Owner has an interest located at 145 Market Street, Chelseas, MA, as more particularly described in a deed recorded at the Suffolk Registry District of the Land Court as Document No. 649605 and further described as Lot 24 as shown on Land Court Subdivision Plan 22029E filed with Certificate No. 96383 and as depicted on a plan entitled "Acquisition and Easement Plan" Dated: May 2, 2025" by Beals and Thomas (the "Plan") as "Acquisition Parcel 2".

Owner: 145 Market Street, Chelsea, MA: The Development and Marketing Group Brookline I, LLC

Amount: Eight Hundred Twenty-One Thousand One Hundred Sixty-Three and 51/00 (\$861,163.51)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

(Acknowledgement page follows)

For Property Owner:

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____, _____ of The Development and Marketing Group Brookline I, LLC, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of The Development and Marketing Group Brookline I, LLC.

(Official Signature and Seal of Notary)

COMMONWEALTH OF MASSACHUSETTS
CITY OF CHELSEA
Eminent Domain Release
145 Market Street, Chelsea, MA

The Development and Marketing Group Brookline I, LLC the owner of property located at 145 Market Street, Chelsea, MA (the "Premises"), in consideration of the sum of Eight Hundred Twenty-One Thousand One Hundred Sixty-Three and 51/00 (\$861,163.51) paid by the City of Chelsea, through the office of the City Treasurer, the receipt of which is hereby acknowledged by said Owners as full compensation for all damages sustained by said Owner due to the City taking by Eminent Domain the fee simple ownership of the property in which the Owner has an interest located at 145 Market Street, Chelseas, MA, as more particularly described in a deed recorded at the Suffolk Registry District of the Land Court as Document No. 649605 and further described as Lot 24 as shown on Land Court Subdivision Plan 22029E filed with Certificate No. 96383, and as depicted on a plan entitled "Acquisition and Easement Plan" Dated: May 2, 2025" by Beals and Thomas (the "Plan") as "Acquisition Parcel 2".

The City acquired said fee simple title by virtue of the Order of Taking of the Chelsea City Council recorded in the Suffolk Registry of Deeds in Book, Page , Document No. .

The Owner does hereby, for itself and its successors and assigns, waive, release and forever discharge the City and its successors and assigns from all debt, demands, actions, reckonings, bonds, covenants, contracts, agreements, promises, damages, liabilities, and any and all other claims of every kind, nature and description whatsoever, both in law and equity, from or in consequences of said taking, consent to said taking, waive all rights to damages for said taking in excess of the sum of Eight Hundred Twenty-One Thousand One Hundred Sixty-Three and 51/00 (\$861,163.51) and further waives all relocation benefits under G.L. c. 79A.

IN WITNESS WHEREOF, The Development and Marketing Group Brookline I, LLC has set its hand and seal on this _____ day of _____, 2025.

OWNER: The Development and Marketing Group Brookline I, LLC

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____, _____ of The Development and Marketing Group Brookline I, LLC, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of The Development and Marketing Group Brookline I, LLC.

(Official Signature and Seal of Notary)



CITY OF CHELSEA, MA
City Council

City Hall, 500 Broadway, Room 306 | Chelsea, MA 02150
Phone: 617.466.4060 | Fax: 617.466.4159 | Website: chelseama.gov

May 19, 2025

- WHEREAS, By Section 30 of Chapter 43, Section 14 of Chapter 40, and Chapter 79 of the Massachusetts General Laws, all as amended, it is provided that the Chelsea City Council may take in fee in and to, in the name of the City for any municipal purpose, land within the limits of the City not already appropriated for public use; and
- WHEREAS, The City's Administration has identified and recommended a parcel in Chelsea which is necessary to be acquired in order to promote and effectuate the City's protection from flooding, for long term economic development, and for affordable and market rate housing goals; and
- WHEREAS, The taking by eminent domain of the lands hereinafter described has been recommended by the City's Administration; and
- WHEREAS, There is funding available for the anticipated expense of acquisition as required by the aforesaid Sections of Chapters 40, 43, and 79;

NOW, THEREFORE, by virtue of and in the pursuance of the authority conferred by said Chapters of the General Laws and by every other power and authority it thereto enabling, the City of Chelsea by its Council does hereby take in fee the land hereinafter described and all privileges and appurtenances thereto belonging for the purposes and uses accessory thereto. Intending to take and hereby taking in fee an included within such description by whatsoever the same may be owned, vis:

A portion of the property in Chelsea, Suffolk County, Commonwealth of Massachusetts, known and numbered as 359 Beacham Street, Chelsea, Massachusetts, bounded and described as follows:

A certain parcel of land situated in the Commonwealth of Massachusetts, County of Suffolk, City of Chelsea, located on the southerly side of Beacham Street being shown as "ACQUISITION PARCEL 1" on a plan entitled "Acquisition and Easement Plan of Land in Chelsea, MA (Suffolk County)" dated May 8th, 2025, prepared by Beals and Thomas, Inc. (the "Plan"), which is recorded herewith, a reduced copy of which is attached hereto as Exhibit 1 (the "Property"), for municipal purposes, all in connection with the so-called Island End River Flood Resilience Project (the "Project"), being more particularly bounded and described as follows:

Commencing from the southerly sideline of Beacham Street at the intersection of land now or formerly of the Revere Federal Savings and Loan Association and land now or formerly of the Development and Marketing Group Chelsea I LLC / 359 Hamilton South LLC, thence
S 24° 38' 08" E 173.30 feet to the point of beginning, thence running;

S 61° 11' 19" E	291.53 feet to a point, thence turning and running;
S 24° 37' 34" W	45.12 feet to a point, said course being by land now or formerly of JDC 65R Owner LLC, thence turning and running;
N 61° 11' 19" W	317.28 feet to a point, said course being by land now or formerly of the City of Chelsea, thence turning and running;
N 12° 56' 13" W	39.80 feet to a point, said course being by land now or formerly of the Development and Marketing Group Brookline I LLC, thence turning and running;
S 65° 21' 52" E	49.94 feet to a point, thence turning and running;
N 24° 38' 08" E	11.70 feet to the point of beginning. Said last two courses being by land now or formerly of the Revere Federal Savings and Loan Association.

Being a portion of the same premises, together with the improvements thereon, if any, described in a deed recorded at Suffolk Registry District of the Land Court, as Document No. 937651 and Document No. 649650.

This parcel contains approximately 14,336 square feet more or less, or 0.329 acres more or less.

The land affected by the herein taking is owned or supposedly owned by the owners listed in Schedule A, attached hereto and incorporated within, hereinafter referred to as the Owner. If in any instance the name of any Owner is not correctly stated in Schedule A, the names of the supposed Owner being given as of this Order of Taking, it is understood that in such instance the land referred to is owned by an owner or owners unknown to the City.

The negotiated fair market value of said parcel has been determined to be Four Hundred Seventy-Eight Thousand Eight Hundred Thirty-Six and 49/100 Dollars (\$478,836.49).

NOW, THEREFORE BE IT ORDERED, The taking of the fee in and to the land along with all buildings and trees thereon herein described, duly authorized in accordance with General Laws, Chapter 40, Section 14, Chapter 43, Section 30 and Chapter 79, all as amended, for this taking is made in fee simple, and, except as provided below, is made together with any and all easements and rights appurtenant thereto, including trees, buildings, and other structures standing upon or affixed thereto and including the interests of the supposed owners, if any, in all public streets, highways, and public ways within or adjacent to the Property.

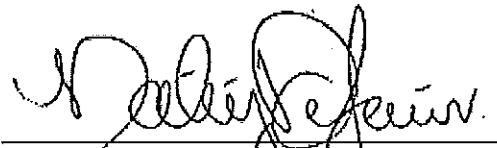
Excepting from the rights taken are all easements for wires, pipes, conduits, poles and other appurtenances for the conveyance of water, sewerage, gas, oil, steam, electricity and telephone communication and other utilities now lawfully in or upon the Property; and

BE IT FURTHER ORDERED, that in accordance with the provisions of Massachusetts General Laws, Chapter 79, as amended, an award is made by the City of Chelsea in an amount as determined by appraisal in accordance with Chapter 79, plus taxes and interest legally owed for damages sustained by the owner or owners and all other persons, including all mortgagees of record, having any and all interest in the Property and entitled to any damages by reason of the taking. The City of Chelsea reserves the right to amend the award at any time prior to payment for good cause shown; and

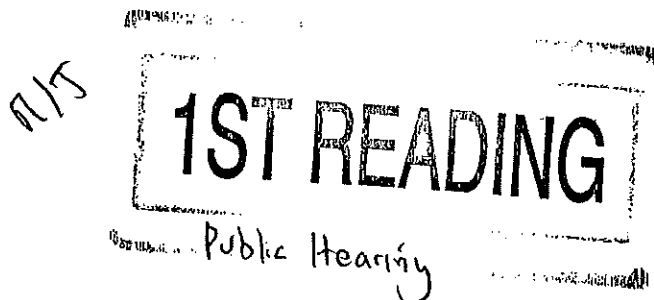
BE IT FURTHER ORDERED, that a representative(s) of the City of Chelsea shall cause this Order of Taking to be recorded in the Suffolk County Registry of Deeds, in Boston, Massachusetts, and filed with the Suffolk County Registry District of the Land Court, if necessary, and shall forward such notices of this

taking to such persons entitled to receive notice by law, and shall make payment of the damages sustained on account of this taking at such time and to such persons entitled thereto as is required by law, and shall notify the Treasurer and Collector of Taxes in the City of Chelsea of this taking in accordance with M.G.L. c. 79; and

BE IT FURTHER ORDERED, that the City Manager and/or his designee, are further authorized: (i) to execute and deliver any notices, and other correspondence found to be necessary or convenient in connection with such acquisition; (ii) to take such actions as are necessary to affect such taking and/or are called for in the Order of Taking or other conveyance instrument to be executed in accordance with this vote, including, without limitation, recording and filing such instruments in the Suffolk County Registry of Deeds and the Suffolk County Registry District of the Land Court, if necessary; (iii) to take such other actions related to the processing and notice of the taking as are required by law; and (iv) to make payments of the award to the owners and all other parties having any interest in the Property in accordance with state law.



Councilor Norieliz De Jesus
President, Chelsea City Council



CERTIFICATE OF THE CITY CLERK

I, Jeannette Cintron White, the duly appointed Clerk of the City of Chelsea, hereby certify that the attached Order of Taking of certain property located in Chelsea, Suffolk County, Massachusetts, was executed on June , 2025, by the City Council of the City of Chelsea. I further certify that the attached Vote is a true and correct vote taken by the members of the City Council of the City of Chelsea at a meeting duly called and held on June , 2025.

Signed this ____ day of June, 2025.

Jeannette Cintron White,

City Clerk

Schedule A

Owner:

The Development and Marketing Group Chelsea I, LLC (an undivided 66.25% interest) and
359 Hamilton South, LLC (an undivided 33.75% interest)

Exhibit 1

Reduced Plan of Land

NOTICE OF TAKING BY EMINENT DOMAIN

TO: The Development and Marketing Group Chelsea I, LLC
(an undivided 66.25% interest) and
359 Hamilton South, LLC (an undivided 33.75% interest)

The Lowell Five Cent
Savings Bank
30 International Place
Tewksbury, MA 01876
(Mortgagee)

Mortgages: Suffolk Registry District of the Land Court, Document #949651 and Document # 949653
to The Lowell Five Cent Savings Bank for 359 Beacham Street

The eminent domain taking of a portion of the real property together with the improvements thereon, if any, known and numbered as 359 Beacham Street, Chelsea, MA, as described in a deed recorded at Suffolk Registry District of the Land Court, as Document No. 937651 and Document No. 649650, and as depicted on a plan entitled "Acquisition and Easement Plan" Dated: May 2, 2025" by Beals and Thomas (the "Plan") as "Acquisition Parcel 1" which is recorded herewith, a reduced copy of which is attached hereto (the "Property").

DATE: June , 2025

In accordance with G.L. c.79, §7C, the City of Chelsea hereby notifies you that the City recently acquired the fee simple ownership of a portion of the property located at 359 Beacham Street, Chelsea, Massachusetts.

The Property taken is described in the Order of Taking filed with the Suffolk Registry of Deeds on ,
2025, in Book , Page as Document No. .

A copy of the Order of Taking is enclosed.

The City has awarded Four Hundred Seventy-Eight Thousand Eight Hundred Thirty-Six and 49/100 Dollars (\$478,836.49) as damages for the taking. If you dispute the adequacy of this award, you may petition for an assessment of damages for the taking to the Suffolk Superior Court under G.L. c. 79, §14 within three (3) years from the date on which the Order of Taking was recorded.

OFFER

TO: The Development and Marketing Group Chelsea I, LLC
(an undivided 66.25% interest) and

359 Hamilton South, LLC (an undivided 33.75% interest)

The Lowell Five Cent
Savings Bank
30 International Place
Tewksbury, MA 01876
(Mortgagee)

Mortgages: Suffolk Registry District of the Land Court, Document #949651 and Document # 949653
to The Lowell Five Cent Savings Bank

The eminent domain taking of a portion of the real property together with the improvements thereon, if any, known and numbered as 359 Beacham Street, Chelsea, MA, as described in a deed recorded at Suffolk Registry District of the Land Court, as Document No. 937651 and Document No. 649650, and as depicted on a plan entitled "Acquisition and Easement Plan" Dated: May 2, 2025" by Beals and Thomas (the "Plan") as "Acquisition Parcel 1" which is recorded herewith, a reduced copy of which is attached hereto (the "Property").

DATE: June , 2025

Under Sections 7B and 8A of Chapter 79 of the Massachusetts General Laws, the City of Chelsea offers you Four Hundred Seventy-Eight Thousand Eight Hundred Thirty-Six and 49/100 Dollars (\$478,836.49) as damages for the eminent domain taking by the City of fee simple interest in your property located at 359 Beacham Street, Chelsea, Massachusetts pursuant to the Order of Taking filed with the Suffolk Registry of Deeds , 2025 in Book , Page, as Document # .

Since there is a mortgage on the Property, the City has made the check payable to the Treasurer of the City for deposit. Pursuant to Section 7D of Chapter 79, when the person or persons entitled to the above amount satisfies the Treasurer of their right to receive it, the City will order such amount to be transferred by the Treasurer to such person. Presenting an Application for Payment, executed by both the owner and any and all mortgagees, will usually establish the right of the proper party to receive the proper amount due.

The payment will be made available to you at the Treasurer's Office at City Hall, 500 Broadway, Room 215, Chelsea, MA 02150 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday, 4:00 p.m. to 7:00 p.m. Tuesday, and 4:00 p.m. to 12:00 p.m., Friday (excepting holidays).

The City will release payment to you once you have submitted to the Treasurer's Office, in person or by mail, ***completed originals (with wet signatures)*** of the following enclosed documents establishing entitlement thereto:

1. W-9 Form: since the damages paid by the City are considered taxable income, you will be asked to fill out a W9 form before the City can issue you a check; and
2. An Application for Eminent Domain Damages Payment (form enclosed), signed by you and the mortgagee, consenting to the damages being released to you and the mortgagee; ***and***

Either

3. *Pro Tanto* Receipt (form enclosed), if the payment is being accepted as a *pro tanto* settlement of damages under Chapter 79, §8A; or

4. An Eminent Domain Release (form enclosed), if the payment is being accepted as final settlement of all damages under Chapter 79, §39.

The Application must be signed by the owners and all mortgagees before payment can be made.

CITY OF CHELSEA
COMMONWEALTH OF MASSACHUSETTS

Application for Eminent Domain Damages Payment

1. Address of Property: 359 Beacham Street, Chelsea, MA 02150
2. Total Amount of Damages Awarded: Four Hundred Seventy-Eight Thousand Eight Hundred Thirty-Six and 49/100 Dollars (\$478,836.49)
3. Property Owner's Name: 359 Beacham Street, Chelsea, MA: The Development and Marketing Group Chelsea I, LLC (an undivided 66.25% interest) and 359 Hamilton South, LLC (an undivided 33.75% interest)
4. Property Owner's Address: 305 Commandants Way, Chelsea, MA 02150
5. Mortgagee's Name and Address for 359 Beacham Street: The Lowell Five Cent Savings Bank, 30 International Place, Tewksbury, MA 01876
6. The City is legally required to pay the damages to the mortgagee, up to the outstanding amount of the mortgage loan, unless the mortgagee signs under No. 7 below, to permit payment to the owner. If you are the owner, please sign below to indicate that you consent to the payment of this amount to you, as the owner and to the mortgagee(s) whose name(s) and address(es) are listed above as follows.

Owner:

The Development and Marketing Group Chelsea I, LLC (an undivided 66.25% interest) and 359 Hamilton South, LLC (an undivided 33.75% interest.)

By: _____

Name:

Title:

By: _____

Name:

Title:

7. If you are the mortgagee, please sign below if you consent to the payment of the damages to the owner and to the mortgagee whose name and address are listed above.

Mortgagee: The Lowell Five Cent Savings Bank
30 International Place, Tewksbury, MA 01876

Amount: \$ (includes per diem through , 2025)

By: _____
Name:
Title:

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

CITY OF CHELSEA

Pro Tanto Receipt

The Development and Marketing Group Chelsea I, LLC (an undivided 66.25% interest) and 359 Hamilton South, LLC (an undivided 33.75% interest), of 305 Commandants Way, Chelsea, MA 02150 (the "Owner") hereby acknowledges receiving from the City of Chelsea, through its Treasurer's Office, the sum total of Four Hundred Seventy-Eight Thousand Eight Hundred Thirty-Six and 49/00 Dollars (\$478,836.49) which the Owner has agreed to accept as a *pro tanto* payment pursuant to G.L. c.79, §8A due to the City taking by Eminent Domain the fee simple ownership of a portion of the property in which the Owner has an interest located at 359 Beacham Street, Chelseas, MA, as more particularly described in a deed recorded at Suffolk Registry District of the Land Court, as Document No. 937651 and Document No. 649650, and as depicted on a plan entitled "Acquisition and Easement Plan" Dated: May 2, 2025" by Beals and Thomas (the "Plan") as "Acquisition Parcel 1".

Owner: The Development and Marketing Group Chelsea I, LLC (an undivided 66.25% interest) and 359 Hamilton South, LLC (an undivided 33.75% interest)

Amount: Four Hundred Seventy-Eight Thousand Eight Hundred Thirty-Six and 49/00 Dollars (\$478,836.49)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

(Acknowledgement page follows)

For Property Owner:

COMMONWEALTH OF MASSACHUSETTS

_____, ss

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____ of The Development and Marketing Group Chelsea I, LLC, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of The Development and Marketing Group Chelsea I, LLC.

(Official Signature and Seal of Notary)

For Property Owner:

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____ of 359 Hamilton South, LLC, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of 359 Hamilton South, LLC.

(Official Signature and Seal of Notary)

Mortgagee: The Lowell Five Cent Savings Bank
Amount: \$ (includes per diem through , 2025)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

For Mortgagee:

COMMONWEALTH OF MASSACHUSETTS

On this ____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____ of The Lowell Five Cent Savings Bank, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of The Lowell Five Cent Savings Bank

(Official Signature and Seal of Notary)

COMMONWEALTH OF MASSACHUSETTS
CITY OF CHELSEA
Eminent Domain Release
359 Beacham Street, Chelsea, MA

The Development and Marketing Group Chelsea I, LLC (an undivided 66.25% interest) and 359 Hamilton South, LLC (an undivided 33.75% interest), of 305 Commandants Way, Chelsea, MA 02150, the owner of property located at 359 Beacham Street, Chelsea, MA (the "Premises"), (the "Premises"), in consideration of the sum of Four Hundred Seventy-Eight Thousand Eight Hundred Thirty-Six and 49/00 Dollars (\$478,836.49) paid by the City of Chelsea, through the office of the City Treasurer, the receipt of which is hereby acknowledged by said Owners as full compensation for all damages sustained by said Owner due to the City taking by Eminent Domain the fee simple ownership of a portion of the property in which the Owner has an interest located at 359 Beacham Street, Chelseas, MA, as more particularly described in a deed recorded at Suffolk Registry District of the Land Court, as Document No. 937651 and Document No. 649650, and as depicted on a plan entitled "Acquisition and Easement Plan" Dated: May 2, 2025" by Beals and Thomas (the "Plan") as "Acquisition Parcel 1".

The City acquired said fee simple title by virtue of the Order of Taking of the Chelsea City Council recorded in the Suffolk Registry of Deeds in Book, Page , Document No. .

The Owner does hereby, for itself and its successors and assigns, waive, release and forever discharge the City and its successors and assigns from all debt, demands, actions, reckonings, bonds, covenants, contracts, agreements, promises, damages, liabilities, and any and all other claims of every kind, nature and description whatsoever, both in law and equity, from or in consequences of said taking, consent to said taking, waive all rights to damages for said taking in excess of the sum of Four Hundred Seventy-Eight Thousand Eight Hundred Thirty-Six and 49/00 Dollars (\$478,836.49) and further waives all relocation benefits under G.L. c. 79A.

IN WITNESS WHEREOF, The Development and Marketing Group Chelsea I, LLC has set its hand and seal on this _____ day of _____, 2025.

OWNER: The Development and Marketing Group Chelsea I, LLC

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____, _____ of The Development and Marketing Group Chelsea I, LLC, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of The Development and Marketing Group Chelsea I, LLC.

(Official Signature and Seal of Notary)

IN WITNESS WHEREOF, 359 Hamilton South, LLC has set its hand and seal on this _____ day of _____, 2025.

OWNER: 359 Hamilton South, LLC

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared _____ of 359 Hamilton South, LLC, who proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of 359 Hamilton South, LLC.

(Official Signature and Seal of Notary)



CITY OF CHELSEA, MA
Office of the City Manager

City Hall, 500 Broadway, Room 302 · Chelsea, MA 02150
Phone: 617.466.4100 · Fax: 617.466.4175 · Email: fmaltez@chelseama.gov

Fidel Maltez
City Manager

May 14, 2025

The Honorable Chelsea City Council
Chelsea City Hall
500 Broadway
Chelsea, Massachusetts 02150

Re: *Appointment to the Affordable Housing Trust Fund Board*

Dear Councilors:

Pursuant to Section 4-2 of the Charter of the City of Chelsea, I am writing to recommend the following individual to Boards and Commissions in the City.

For appointment to the Affordable Housing Trust Fund Board, Director of Housing & Community Development Ben Cares, to fill the unexpired term of Deputy City Manager of Operations Devon Fields while she is away on maternity leave. This term expires on June 30, 2026.

I respectfully request your approval of this appointment.

Sincerely,

Fidel A. Maltez
City Manager

Attachments

Cc: Devon Fields, Deputy City Manager of Operations
Ben Cares, Director of Housing & Community Development
Jeannette Cintron White, City Clerk

R/S



14 MAY '25 AM 11:09

CHELSEA CITY COUNCIL
CHELSEA CITY HALL
500 Broadway
Chelsea, MA 02150

28CM90





CITY OF CHELSEA, MA
City Council

City Hall, 500 Broadway, Room 306 | Chelsea, MA 02150
Phone: 617.466.4060 | Fax: 617.466.4159 | Website: chelseama.gov

June 2, 2025

Ordered, that the Chelsea City Council act on the report of the Community Preservation Committee on the awarding of grant funding to this FY2025 community preservation project, in accordance with MGL Chapter 44B, Section 5(3)(d), and in accordance with Chapter 2, Article VII, Division 3, Section 2-330 of the Revised Code of Ordinances of the City of Chelsea; and

Be it Further Ordered, that the Chelsea City Council appropriate the following amounts from the Community Preservation Act Open Space Reserve (4901) as recommended by the Community Preservation Committee:

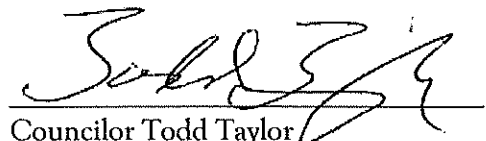
1. \$200,000 for Polonia Park (CP25-11)

Be it Further Ordered, that the Chelsea City Council appropriate the following amounts from the Community Preservation Act Historic Reserve (4902) as recommended by the Community Preservation Committee:

2. \$197,433 for Walnut Street Synagogue (CP25-14)

Be it Further Ordered, that the Chelsea City Council appropriate the following amounts from the Budgetary Reserve (4904) as recommended by the Community Preservation Committee:

3. \$100,000 for La Colaborativa Housing Voucher Program (CP25-10)
4. \$200,000 for The Quinn Residences (CP25-12)
5. \$100,000 for The Neighborhood Developers Top Off Rental Assistance (CP25-13)


Councilor Todd Taylor
District One



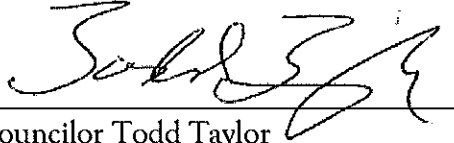
CITY OF CHELSEA, MA
City Council

City Hall, 500 Broadway, Room 306 | Chelsea, MA 02150
Phone: 617.466.4060 | Fax: 617.466.4159 | Website: chelseama.gov

June 2, 2025

Ordered, that, in accordance with M.G.L Ch. 44, Section 64, budget management procedures, whereby costs incurred in FY24 were not paid and are owed to the vendors, and to meet this obligation funds are required from the current year FY25 budget as noted, the Chelsea City Council authorizes the following expenditures to satisfy the unpaid balances that total \$80.00 from prior years as follows:

<u>Year</u>	<u>Dept</u>	<u>Amount</u>	<u>Vendor</u>	<u>Purpose</u>
FY24	City Clerk	\$80.00	Chelsea Record	Cost for Advertisement


Councilor Todd Taylor
District One



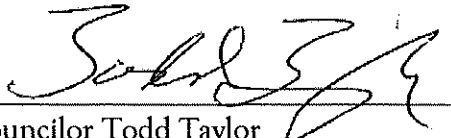
CITY OF CHELSEA, MA
City Council

City Hall, 500 Broadway, Room 306 | Chelsea, MA 02150
Phone: 617.466.4060 | Fax: 617.466.4159 | Website: chelseama.gov

June 2, 2025

Ordered, that, pursuant to M.G.L. c. 44, Section 53F3/4, the Chelsea City Council hereby approves the FY26 PEG Access Budget as follows:

- \$229,763 for Chelsea Cable Television;
- \$85,000 for Chelsea Public Schools; and
- \$130,000 for the City of Chelsea



Councilor Todd Taylor
District One



CITY OF CHELSEA, MA
City Council

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June 2, 2025

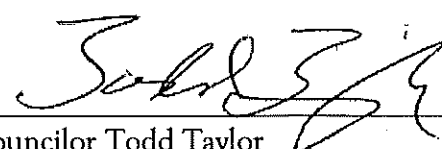
Ordered, that, in accordance with M.G.L. c. 44B, section 6, the Chelsea City Council hereby acts on the report of the Community Preservation Committee on the FY26 Community Preservation budget; and

Be it Further Ordered, that the Chelsea City Council reserves for appropriation the following amounts from estimated FY2026 receipts as recommended by the Community Preservation Committee:

1. \$124,458 – 10% of estimated revenues for the acquisition, creation and preservation of open space;
 2. \$124,458 – 10% of estimated revenues for the acquisition, preservation, rehabilitation and restoration of historic resources;
 3. \$248,916 – 20% of estimated revenues for the acquisition, creation, preservation and support of community housing;
 4. \$684,521 – 55% of estimated revenues to the Budgeted Reserve;
- and

And appropriates from FY2026 estimated revenues:

5. \$62,229 – 5% of estimated revenues for CPC Administrative Expenses.


Councilor Todd Taylor
District One



CITY OF CHELSEA, MA
City Council

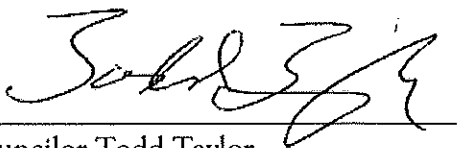
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June 2, 2025

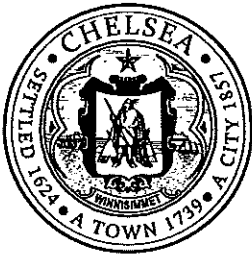
AN ORDER AUTHORIZING THE USE OF FREE CASH TO COVER STRUCTURAL
FUNDING DEFICITS OF INACTIVE ACCOUNTS.

Ordered, that, pursuant to M.G.L. Chapter 59, Section 23, the Chelsea City Council authorizes the appropriation of \$122,177.09 from Free Cash for the purpose of closing out deficits in the following accounts that are no longer active and have been identified as structurally deficient by the Auditing department and the MA Division of Local Services.

Fund	Fund Name	Amount
3125	TDI CHALLENGE GRANT	10,130.00
3129	MA TRAVEL AND TOURISM RECOVERY	891.59
3210	DARE PUBLIC SAFETY	134.95
3214	DEA/DRUG (DIRECT)	3,928.66
3224	LOCAL LAW ENFORCEMENT	7,347.38
3225	V A W A	104.70
3248	CHELSEA SCHOOL POLICE	19,943.93
3260	OPERATION CALGARY	626.27
3276	EOPSS / JAG STATE	378.34
3285	ORGANIZD CRIME DRUG ENFOR- FBI	304.40
3412	ASST TO FIRE-OPS&SAFETY	47.35
4039	SUBSTANCE ABUSE PREVENTN COLAB	198.17
4635	PSAP LEADERSHP SCHOLARSHIP PRGM	2,118.59
5022	HEALTHY SUMMER YOUTH JOBS	485.00
5002	DPW MASSPORT	1,801.88
5018	DPW EOAF- RECYCLING	512.50
5501	CAPITAL EQUIPMENT	2,685.68
5503	SENIOR CENTER CONSTRUCTION	16,519.39
5506	HIGHWAYS STREETS	15,587.27
5523	URBAN RENEWAL - CAPITAL	6,323.51
5535	ENERGY CONSERVATION	28,672.00
7008	GRAND REUNION	1,676.78
8000-258100	DUE TO POLICE	1,758.75
	TOTAL	122,177.09



Councilor Todd Taylor
District One



CITY OF CHELSEA, MA
City Council

City Hall, 500 Broadway, Room 306 | Chelsea, MA 02150
Phone: 617.466.4060 | Fax: 617.466.4159 | Website: chelseama.gov

June 2, 2025

WHEREAS, It is the express purpose of municipal zoning to promote the health, safety, and general welfare of the inhabitants of the City of Chelsea; and

WHEREAS, The City Administration desires to clarify language in an amendment to the Zoning Ordinances of the City of Chelsea, previously adopted by the City Council in September 2023, related to the granting of relief of off-street parking space requirements and eligibility to participate in the City's residential parking sticker program; and


WHEREAS, In accordance with Massachusetts General Law c. 40A, the Planning Board has - during a duly posted meeting held on Tuesday, May 27th, 2025 - voted unanimously to recommend the Chelsea City Council adopt the amendment, as proposed, to Section 34-106 (j)(6) "Off-street parking requirements" of the Zoning Ordinances of the City of Chelsea; and

WHEREAS, The Chelsea City Council has held a Public Hearing on the proposed Zoning Amendment, in accordance with Massachusetts General Law c. 40A; **NOW THEREFORE BE IT**

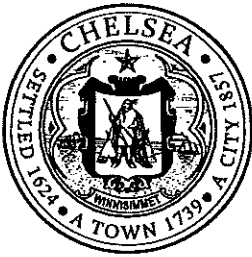
ORDERED, that the Revised Code of Ordinances of the City of Chelsea, as amended, be further amended as follows:

1. Amend Section 34-106(j)(6) "Off-street parking requirements" to read as follows:

Any relief from the number of required off-street parking spaces in this zoning ordinance shall disqualify that location from participating in the residential parking sticker program.



Councilor Norieliz DeJesus
President, Chelsea City Council



CITY OF CHELSEA, MA
City Council

City Hall, 500 Broadway, Room 306 | Chelsea, MA 02150
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June 2, 2025

Ordered, that, pursuant to Chapter 171 of the Legislative Acts of 2014, and M.G.L. c. 40, section 4A, the Chelsea City Council approves the City of Chelsea entering into an agreement for the North Suffolk Public Health Collaborative with the municipalities of Revere and Winthrop.

Councilor Norieliz DeJesus
President, Chelsea City Council



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June 2, 2025

A RESOLUTION TO FILE AND ACCEPT INTERMUNICIPAL AGREEMENT WITH AND
FROM THE CITY OF EVERETT, THE CITY OF MALDEN AND THE TOWN OF
ARLINGTON FOR THE IMPLEMENTATION OF COOLING FEATURES AT HIGH-
HEAT, HIGH RIDERSHIP BUS STOPS WITHIN THE CITY OF CHELSEA.

- WHEREAS, The goal of this project is community-led designs of cooling strategies in environmental justice communities; and
- WHEREAS, All parties recognize the importance of collaboration and sharing resources to achieve their respective goals; and
- WHEREAS, Massachusetts General Law, Part I, Title VIII, Chapter 40, Section 4A empowers municipalities to enter into intermunicipal agreements for the management and completion of complex, regional projects; and
- WHEREAS, The City of Chelsea has for years recognized the dangers of unaddressed extreme heat and urban heat island effects and the vulnerability that the City faces, due to undeniable impacts of climate change and over abundant presence of impervious surfaces; and
- WHEREAS, The priorities detailed in the City's 2018 *Community Resilience Building Workshop Summary of Findings* identified extreme heat as a top climate hazard; and
- WHEREAS, Chelsea has some of the highest-ridership bus stops in the MBTA network, where residents are often waiting without shade or cooling features during the hottest parts of the summer; and
- WHEREAS, Massachusetts General Law, Part I, Title VIII, Chapter 40, Section 4A empowers municipalities to enter into intermunicipal agreements for the management and completion of complex, regional projects; and
- WHEREAS, The City of Chelsea, through the Department of Housing & Community Development, is the subrecipient of an MVP action grant through a regional project with the Cities of Everett and Malden, and the Town of Arlington for

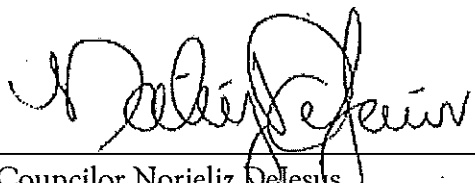
\$687,000.00 to advance the design and implement cooling features at bus stops;
and

WHEREAS, The City of Everett, the City of Malden, the Town of Arlington, and the City of Chelsea have secured an MVP grant from the Executive Office of Energy and Environmental Affairs (EOEAA) for \$687,000.00 towards the same milestone;
and

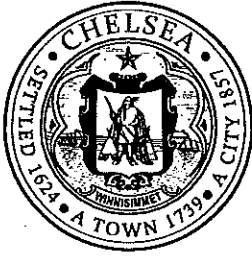
WHEREAS, The eventual construction and implementation of a cooling feature at a high-heat, high ridership bus stop is expected to be implemented and completed by June 30, 2026; and

WHEREAS, The City's only obligated match to these funds is in the form of staff time, with no monetary contribution required;

NOW THEREFORE, IT IS ORDERED, that, by this vote and pursuant to M.G.L. Chapter 40, Section 4A, the Chelsea City Council approves the Intermunicipal Agreement, as drafted between the Cities of Chelsea, Everett, Malden and Arlington governing the creation of cooling features at high-heat, high-ridership bus stops as part of the Mystic River Watershed project; and directs the City Manager to take any and all necessary action to accomplish the project.



Councilor Norieliz DeJesus
President, Chelsea City Council

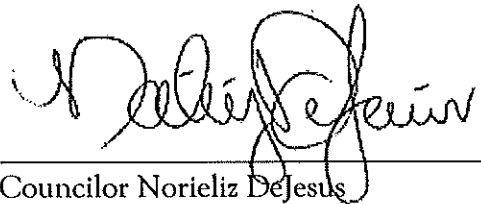


CITY OF CHELSEA, MA
City Council

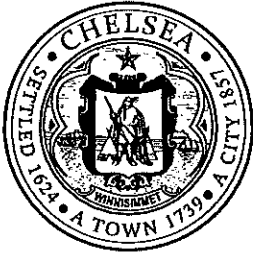
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June 2, 2025

Ordered, that, pursuant to Section 2-192 of the Revised Code of Ordinances of the City of Chelsea, the City Council authorizes the City Manager to execute any and all documents to extend the Lease for the tenancy at 324 Marginal Street, Chelsea until 2055.



Councilor Norieliz DeJesus
President, Chelsea City Council



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City Council

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June 2, 2025

Ordered, that the City Manager provide an update to the City Council on the status of redevelopment project at the Veteran's Home.

Councilor Leo Robinson
At-Large



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City Council

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June 2, 2025

Ordered, that the City Manager provide an update to the City Council on the future status of the shelter for migrants currently located at the former Quigley Hospital, in light of the Governor's recently announced plan to close all hotel shelters this summer.

Councilor Leo Robinson
At-Large



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June 2, 2025

Ordered, that the Traffic and Parking Commission approve the installation of a "Stop" sign on Central Avenue at the intersection with Shawmut Street in the eastbound direction.

Councilor Giovanni Recupero
District Six



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June 2, 2025

Ordered, that the City Manager instruct the Department of Public Works to approve the planting of a tree in front of 50 Maverick Street.

Councilor Giovanni Recupero
District Six



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June 2, 2025

Ordered, that the City Manager direct the Department of Public Works to repair potholes on Congress Avenue.

Councilor Giovanni Recupero
District Six



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June 2, 2025

Ordered, that the City Manager direct the Department of Public Works to trim grass and clean tree beds across District Six.

Councilor Giovanni Recupero
District Six



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June 2, 2025

Ordered, that the City Manager direct relevant City departments to conduct a study on the configuration of traffic and streetlight timings at the intersection of Marginal Street and Eastern Avenue, near the Chelsea Street Bridge.

Councilor Giovanni Recupero
District Six