



Medford City Council
Medford, Massachusetts

The Eighth Regular Meeting, April 28, 2026

City Council

Isaac B. "Zac" Bears
Anna Callahan
Emily Lazzaro
Matt Leming
Liz Mullane
George A. Scarpelli
Justin Tseng

This meeting will take place at 7:00 P.M. in the City Council Chamber, 2nd Floor, Medford City Hall, 85 George P. Hassett Drive, Medford, MA and via Zoom.

Zoom Link:

<https://us06web.zoom.us/j/83633694459?pwd=YqVbcNyczs9JlCcMQ7kQKwxvxNnjbs.1>

Call-in Number: +13126266799,,83633694459#,,,,*930894#

Live: Channel 22 (Comcast), Channel 43 (Verizon), [YouTube](#), and medfordtv.org.

To submit written comments, please email ccmembers@medford-ma.gov.

CALL TO ORDER & ROLL CALL

SALUTE TO THE FLAG

ANNOUNCEMENTS, ACCOLADES, REMEMBRANCES, REPORTS, AND RECORDS

26-075 - Offered by Matt Leming, City Councilor, Isaac Bears, Council President

Resolution to Commemorate the Life of Judy Kaplan

26-076 - Offered by Isaac Bears, Council President

Resolution to Celebrate Medford Youth Volunteers for Mass Coalition for the Homeless "A Bed for Every Child" Program

Records

The Tabled Records of the Meeting of March 24, 2026 were passed to Vice President Lazzaro

The Records of the Meeting of April 7, 2026 were passed to Councilor Leming

The Records of the Special Meeting of April 14, 2026 were passed to Councilor Mullane

Reports of Committees

26-066 - Offered by Isaac Bears, Council President

Committee of the Whole, April 7, 2026, Report to Follow

24-033 - Offered by Matt Leming, City Councilor

Planning and Permitting Committee, April 8, 2026, Report

25-189 - Offered by Isaac Bears, Council President

Committee of the Whole, April 14, 2026, Report

24-354, 24-053 and 26-024 - Offered by Liz Mullane, City Councilor

Resident Services and Public Engagement Committee, April 14, 2026, Report

26-061 - Offered by Isaac Bears, Council President

Committee of the Whole, April 21, 2026, Report

24-033 - Offered by Matt Leming, City Councilor

Planning and Permitting Committee, April 22, 2026, Report

MOTIONS, ORDERS, AND RESOLUTIONS

26-023 - Offered by Matt Leming, City Councilor

Proposed Amendments to the Medford Zoning Ordinance, Chapter 94 (Medford Square District)

25-189 - Offered by Isaac Bears, Council President

Amendment to Chapter 2, Article V, Division 2 - Medford Standard Compensation Ordinance

26-077 - Offered by Isaac Bears, Council President, George Scarpelli, City Councilor, Justin Tseng, City Councilor

Resolution to File a Public Records Request for Comprehensive Litigation Report Due to Administration's Failure to Respond to Resolution 26-043

26-078 - Offered by Isaac Bears, Council President, George Scarpelli, City Councilor

Resolution to Update Council on 2026 Common Victualler License Process

COMMUNICATIONS FROM THE MAYOR

26-079

Submitted by Mayor Breanna Lungo-Koehn

Capital Stabilization Fund Appropriation Request (Missituk and Brooks MSBA Accelerated Repair) and MSBA Projects Update

26-080

Submitted by Mayor Breanna Lungo-Koehn

Capital Stabilization Fund Appropriation Request - Medford Public Schools Capital Improvements Plan

26-081

Submitted by Mayor Breanna Lungo-Koehn

FY25 Prior Year Unpaid Bills (Medford Public Schools)

26-082

Submitted by Mayor Breanna Lungo-Koehn

FY27 Community Preservation Act Budget Reserve

26-083

Submitted by Mayor Breanna Lungo-Koehn

FY26 CPA Appropriation Request - Tufts Park Garden Expansion

26-084

Submitted by Mayor Breanna Lungo-Koehn

Amendments to Personnel Ordinance - Director of Elections; Director of Diversity, Equity and Inclusion; Director of Veterans' Services

26-085

Submitted by Mayor Breanna Lungo-Koehn

Litigation Settlement - SubrolQ-Norfolk & Dedham a/s/o Jadine Bernadin for \$2,500

PUBLIC PARTICIPATION

To participate outside of Zoom, please e-mail REliseo@medford-ma.gov.

UNFINISHED BUSINESS

25-103

Proposed Amendments to the Medford Zoning Ordinance - Other Corridors Districts (for referral to the CDB)

IN CITY COUNCIL SEPTEMBER 9, 2025

TABLED

26-003

Appointment of a City Messenger for 2026 and 2027

IN CITY COUNCIL JANUARY 6, 2026

TABLED

Reports Due/Deadlines

16-574

University Accountability Report (Next Report Due in November 2025)

22-026

Quarterly Presentation on City's Financial Health by Chief Financial Officer/Auditor

22-027

Monthly Copy of Warrant Articles from Chief Financial Officer/Auditor

24-031

Request a Representative from BJ's Wholesale Club Meet to Discuss Construction and Neighborhood Concerns

Adjournment



Medford City Council
Medford, Massachusetts

MEETING DATE

April 28, 2026

SPONSORED BY

Matt Leming, City Councilor, Isaac
Bears, Council President

AGENDA ITEM

26-075 - Resolution to Commemorate the Life of Judy Kaplan

FULL TEXT AND DESCRIPTION

Be it resolved that the Medford City Council send condolences to the friends and family of Judy Kaplan, who tragically passed away on April 15th of this year. Judy was a Medford activist, former member of the Medford Human Rights Commission, Co-Facilitator of a National Thyroid Cancer Support Group for over 20 years, Board Member of the World Fellowship Center, one of the original members of Safe Medford, and beloved friend and colleague who touched the lives of many in our community.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Medford City Council
Medford, Massachusetts

MEETING DATE

April 28, 2026

SPONSORED BY

Isaac Bears, Council President

AGENDA ITEM

26-076 - Resolution to Celebrate Medford Youth Volunteers for Mass Coalition for the Homeless "A Bed for Every Child" Program

FULL TEXT AND DESCRIPTION

Be it Resolved by the Medford City Council that we commend and celebrate the 18 Medford youth volunteers from St. Raphael's Parish on their project in partnership with the Massachusetts Coalition for the Homeless to raise funds for and build 18 beds for children on the waitlist for the coalition's A Bed for Every Child Program.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. MCH Unsung Heroes Letter Medford



(781) 595-7570

www.mahomeless.org

73 Buffum Street, Lynn MA 01902

April 3, 2026

President Isaac B. Bears
Medford City Council
85 George P. Hassett Drive
Medford, MA 02155

Dear President Bears,

We are pleased to share this example of local impact taking place in Medford through the Massachusetts Coalition for the Homeless' A Bed for Every Child program—an initiative committed to ensuring that every child has a safe and comfortable place to sleep.

This past weekend, we had the privilege of partnering with the youth confirmation group at St. Raphael Parish in Medford. Through their dedication and leadership, the group successfully fundraised beyond their initial goal and came together to build 18 beds for children currently on our waitlist.

The energy, teamwork, and sense of purpose demonstrated throughout the build were truly remarkable. I've included a few photos from the day, which capture the spirit of this effort and the meaningful role that volunteers in your community are playing in supporting children and families.

This recognition is part of our "Unsung Heroes from Your Community" initiative, which highlights the individuals and groups whose contributions are making a direct and lasting impact on children and families across the Commonwealth.

Each bed built represents more than a place to sleep—it represents improved health, stronger academic outcomes, and greater stability for children who need it most. We are currently preparing to pair these beds with brand-new mattresses and schedule deliveries to families in need, ensuring that each child receives a complete and supportive sleep environment.

We wanted to take a moment to share this example of local impact and recognize the role that individuals and organizations in Medford are playing in supporting children. We would welcome the opportunity to connect further and explore ways to continue strengthening this work in your community.

Thank you for your continued commitment to the wellbeing of families across Medford.

With gratitude,

Robyn Frost

Executive Director

Massachusetts Coalition for the Homeless



Youth volunteers from St. Raphael Parish in Medford building beds for children in their community



Unsung Heroes from Your Community





Unsung Heroes from Your Community



Proposed Medford Square Zoning

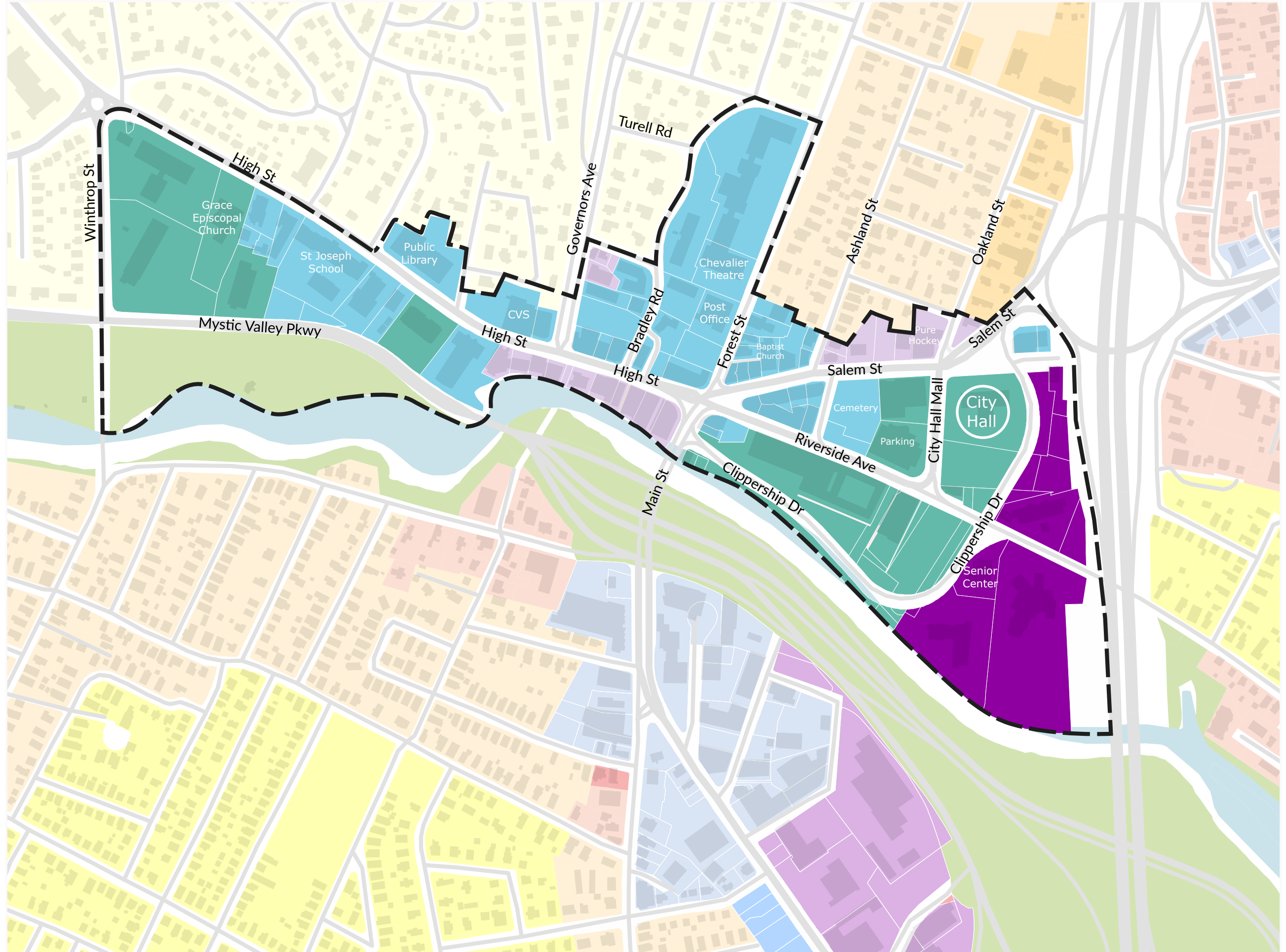


LEGEND

3/23/2026

- Medford Square 1
4 stories by right + 1 IZ
- Medford Square 2
5 stories by right + 2 IZ
- Medford Square 3
7 stories by right + 2 IZ
- Medford Square 4
8 stories by right + 5 IZ

- Medford Square Current
- Proposed Boundary



This map was produced in March 2026 by Innes Associates for the City of Medford using data from MassGIS: "Bureau of Geographic Information (MassGIS), Commonwealth of Massachusetts, Executive Office of Technology and Security Services".



Medford Square District Zoning Amendment

Amend Section 94-2.1. Division into districts.	Page 2
Amend Section 94-3.2. Table of Use Regulations (Table A)	Page 3
Amend Section 94-4.1. Table of Dimensional Requirements (Table B)	Page 13
Amend Section 94-12.0. Definitions	Page 16
Insert Section 94-9.7. Medford Square District	Page 17

Amend Section 94-2.1. Division into districts.

Add the following row to the table of zoning districts, as shown below:

Full Name	Classification	Abbreviation
Medford Square District	Residential, Office, and Commercial	MSD

[the remainder of this page is blank]

Amend Section 94-3.2 c (Table A) by incorporating the following table into the existing table and renumbering as appropriate:

	Medford Square District				PC ⁵	LC
	MS-1	MS-2	MS-3	MS-4		
A. RESIDENTIAL USES						
1. Detached one-unit dwelling	N	N	N	N	2 per Dwelling Unit	NA
2. Attached one-unit dwelling (Rowhouse)	N	N	N	N	1.5 per Dwelling Unit ⁴	NA
3. Detached two-unit dwelling (Duplex)	N	N	N	N	1.5 per Dwelling Unit ⁴	NA
4. Three-unit dwelling, detached	N	N	N	N	1.5 per Dwelling Unit ⁴	NA
5. Multiplex (4-6 units)	Y	Y	N	N	1.5 per Dwelling Unit ⁴	NA
6. Multiple dwelling (>6 units)	Y	Y	Y	Y	1.5 per Dwelling Unit ⁴	NA
7. Dormitory, fraternity or sorority house	N	N	N	N	1 per 4 beds	1/15,000 s.f.
8. Lodging or boarding house	CDB	CDB	CDB	CDB	1 per Guestroom	1/15,000 s.f.
9. Senior housing facility	CDB	CDB	CDB	CDB	1 per 2 Units	1/15,000 s.f.
10. Co-housing	CDB	CDB	CDB	CDB	1.5 per Dwelling Unit ⁴	NA

	Medford Square District					
	MS-1	MS-2	MS-3	MS-4	PC ⁵	LC
11. Congregate Housing	N	N	N	N	1.5 per Dwelling Unit ⁴	NA
12. Townhouse	N	N	N	N	1.5 per Dwelling Unit ⁴	NA
13. Historic Conversion	Y	Y	Y	Y	1.5 per Dwelling Unit ⁴	NA
B. COMMUNITY USES						
1. Museum	Y	Y	Y	Y	1 per 750 s.f.	1/15,000 s.f.
2. Community center or adult recreational center, nonprofit	Y	Y	Y	Y	1 per 750 s.f.	1/15,000 s.f.
3. Use of land or structures for religious purposes on land owned or leased by a religious sect or denomination	Y	Y	Y	Y	1 per 140 s.f.	NA
4. Use of land or structures for educational purposes on land owned or leased by the Commonwealth or any of its agencies, subdivisions or bodies politic or by a religious sect or denomination or by a nonprofit educational corporation	Y	Y	Y	Y	1 per 750 s.f.	1/15,000 s.f.
5. Child care center or school aged child care program	Y	Y	Y	Y	1 per 750 s.f.	1/15,000 s.f.
6. Public fire station	Y	Y	Y	Y	1 per 2 employees	1/50,000 s.f.
7. Public library	Y	Y	Y	Y	1 per 750 s.f.	1/15,000 s.f.

	Medford Square District					
	MS-1	MS-2	MS-3	MS-4	PC ⁵	LC
8. Other municipal uses	Y	Y	Y	Y	NA	NA
9. Essential services	CDB	CDB	CDB	CDB	NA	NA
10. Hospital, nonprofit	N	N	N	N	1 per 4 beds	1/15,000 s.f.
11. Other Institution	CDB	CDB	CDB	CDB	1 per 750 s.f.	1/15,000 s.f.
C. OPEN RECREATIONAL AND AGRICULTURAL USES						
1. Private open recreational uses, available to the public	Y	Y	Y	Y	1 per 750 s.f.	1/15,000 s.f.
2. Public open recreational uses	Y	Y	Y	Y	1 per 750 s.f.	NA
3. Exempt agriculture	Y	Y	Y	Y	NA	NA
4. Production of crops, horticulture and floriculture	N	N	N	N	NA	1/15,000 s.f.
5. Keeping and raising of livestock, including animal stable or kennel	N	N	N	N	NA	1/15,000 s.f.
D. COMMERCIAL USES						
1. Private entertainment or recreation facility excluding adult uses	Y	Y	Y	Y	1 per 350 s.f.	1/15,000 s.f.
2. Public entertainment or recreation facility	Y	Y	Y	Y	1 per 350 s.f.	1/15,000 s.f.
3. Private nonprofit members only recreational club or lodge	Y	Y	Y	Y	1 per 750 s.f.	1/15,000 s.f.
4. Trade, professional, or other school operated for profit	Y	Y	Y	Y	1 per 750 s.f.	1/15,000 s.f.
5. Hotel	Y	Y	Y	Y	1 per Guestroom	1/15,000 s.f.

	Medford Square District					
	MS-1	MS-2	MS-3	MS-4	PC ⁵	LC
6. Mortuary, undertaking or funeral establishment	N	N	N	N	1 per 140 s.f.	1/15,000 s.f.
7. Adult use	N	N	N	N	1 per 350 s.f.	1/15,000 s.f.
8. Brewery or taproom ¹	Y	Y	Y	Y	1 per 350 s.f.	1/15,000 s.f.
9. Artisanal Fabrication.	Y	Y	Y	Y	1 per 350 s.f.	1/15,000 s.f.
10. Artistic/Creative Production.	Y	Y	Y	Y	1 per 350 s.f.	1/15,000 s.f.
11. Work-Only Artists' Studio.	Y	Y	Y	Y	1 per 350 s.f.	1/15,000 s.f.
12. Co-working Space.	Y	Y	Y	Y	1 per 350 s.f.	1/15,000 s.f.
13. Retail Store or Shop for Sale of Custom Work or Articles Made on the Premises.	Y	Y	Y	Y	1 per 350 s.f.	1/15,000 s.f.
E. OFFICE USES						
1. Business, professional, or government office	Y	Y	Y	Y	1 per 350 s.f.	1/15,000 s.f.
2. Bank and other financial institution	CDB	CDB	CDB	CDB	1 per 350 s.f.	1/15,000 s.f.
3. Neighborhood Medical Office	Y	Y	Y	Y	1 per 350 s.f.	1/15,000 s.f.
4. Medical Office	CDB	CDB	CDB	CDB	1 per 350 s.f.	1/15,000 s.f.
5. Clinic	CDB	CDB	CDB	CDB	1 per 350 s.f.	1/15,000 s.f.
F. RETAIL AND SERVICE USES						

	Medford Square District					
	MS-1	MS-2	MS-3	MS-4	PC ⁵	LC
1. Retail sales	Y	Y	Y	Y	1 per 350 s.f.	1/15,000 s.f.
2. Convenience retail	Y	Y	Y	Y	1 per 500 s.f.	1/15,000 s.f.
3. Neighborhood retail	Y	Y	Y	Y	1 per 750 s.f.	1/15,000 s.f.
4. Drive through retail sales and consumer service	N	N	N	N	1 per 350 s.f.	1/15,000 s.f.
5. Consumer service establishment	Y	Y	Y	Y	1 per 350 s.f.	1/50,000 s.f.
6. Body art establishment	Y	Y	Y	Y	1 per 850 s.f.	1/15,000 s.f.
7. Adult Use Marijuana Establishment — Cultivation	N	N	N	N	1 per 350 s.f.	1/50,000 s.f.
8. Adult Use Marijuana Establishment — Manufacture and processing	N	N	N	N	1 per 350 s.f.	1/50,000 s.f.
9. Adult Use Marijuana Establishment —Retail	N	N	N	N	1 per 350 s.f.	1/15,000 s.f.
10. Adult Use Marijuana Establishment — Independent laboratory	N	N	N	N	1 per 350 s.f.	1/15,000 s.f.
11. Doggy Daycare	N	N	N	N		
G. EATING, DRINKING, AND ENTERTAINMENT ESTABLISHMENTS						
1. Eating place, without drive through	Y	Y	Y	Y	1 per 350 s.f.	1/50,000 s.f.
2. Eating place, with drive through	N	N	N	N	1 per 350 s.f.	1/15,000 s.f.

	Medford Square District					
	MS-1	MS-2	MS-3	MS-4	PC ⁵	LC
3. Neighborhood Café	Y	Y	Y	Y	1 per 350 s.f.	1/50,000 s.f.
H. MOTOR VEHICLE RELATED USES						
1. Motor vehicle light service station	N	N	N	N	1 per 350 s.f.	1/50,000 s.f.
2. Motor vehicle repair establishment	N	N	N	N	1 per 350 s.f.	1/50,000 s.f.
3. Motor vehicle sales or rental of new vehicles only, accessory storage entirely within enclosed structure	N	N	N	N	1 per 1,040 s.f.	1/50,000 s.f.
4. Outdoor motor vehicle sales and storage accessory to H.3	N	N	N	N	NA	NA
5. Motor vehicle sales and storage, outdoors	N	N	N	N	NA	NA
6. Class II used motor vehicle sales	N	N	N	N	NA	NA
7. Motor vehicle wash within enclosed structure	N	N	N	N	1 per 350 s.f.	1/50,000 s.f.
I. MISCELLANEOUS COMMERCIAL USES						
1. Parking area or garage not accessory to permitted principal use	N	CDB ⁶	CDB	CDB	N/A	N/A
2. Parking area or garage accessory to a principal use which is on the same lot as a conforming principal use	Y	Y	Y	Y	NA	NA
3. Parking area or garage accessory to a principal use which is within 500 feet of a conforming principal use but not necessarily in the same district	Y	Y	Y	Y	NA	NA

	Medford Square District					
	MS-1	MS-2	MS-3	MS-4	PC ⁵	LC
4. Parking area or garage accessory to a principal use which is on the same lot as a nonconforming principal use	Y	Y	Y	Y	NA	NA
5. Parking area or garage accessory to a principal use which is within 500 feet of a conforming principal use in the same MUZ district ³	N	N	N	N	NA	NA
6. Municipal Parking area or garage as a principal use.	N	Y	N	Y	NA	NA
7. Open Storage	N	N	N	N	1 per 1,400 s.f.	1/15,000 s.f.
8. Moving of land	N	N	N	N	NA	NA
9. Radio and television tower	N	N	N	N	NA	NA
10. Solar energy system	Y	Y	Y	Y	NA	NA
J. WHOLESALE, TRANSPORTATION, INDUSTRIAL USES						
1. Fuel and ice sales	N	N	N	N	1 per 1,400 s.f.	1/50,000 s.f.
2. Motor freight terminal	N	N	N	N	NA	NA
3. Printing and publishing	N	N	N	N	1 per 1,040 s.f.	1/50,000 s.f.
4. Railroad right-of-way	Y	Y	Y	Y	NA	NA
5. Manufacturing	N	N	N	N	1 per 2 employees	1/50,000 s.f.

	Medford Square District					
	MS-1	MS-2	MS-3	MS-4	PC ⁵	LC
6. Research and testing laboratory	N	N	CDB	N	1 per 2 employees	1/50,000 s.f.
7. Plumbing or carpentry shop, and other similar service or repair shops	N	N	N	N	1 per 350 s.f.	1/15,000 s.f.
8. Wholesale bakery or food processing plant	N	N	N	N	1 per 2 employees	1/15,000 s.f.
9. Wholesale laundry, cleaner, dyer or similar use	N	N	N	N	1 per 1,040 s.f.	1/50,000 s.f.
10. Warehouse, Wholesale establishment	N	N	N	N	1 per 1,400 s.f.	1/15,000 s.f.
11. Mini or self-storage warehouse	N	N	N	N	1 per 1,400 s.f.	1/15,000 s.f.
12. Distillery or winery	Y	Y	Y	Y	1 per 350 s.f.	1/15,000 s.f.
13. Food production facility ⁷	Y	Y	Y	Y	1 per 2 employees	1/50,000 s.f.
14. Life science facility	N	N	N	N	1 per 2 employees	1/50,000 s.f.
15. Manufacturing, Light ⁷	Y	Y	Y	Y	1 per 2 employees	1/50,000 s.f.
16. Maker space	Y	Y	Y	Y	1 per 2 employees	1/50,000 s.f.

	Medford Square District					
	MS-1	MS-2	MS-3	MS-4	PC ⁵	LC
17. Shared-use kitchen	CDB	CDB	CDB	CDB	1 per 1,000 s.f.	1/15,000 s.f.
K. ACCESSORY USES						
1. Accessory Dwelling Units (see §94-8.2)	N	N	N	N	Per §94-8.2	NA
2. Home occupation (see § 94-3.4)					1 per 350 s.f.	NA
As of right	Y	Y	Y	Y		
By special permit	Y	Y	Y	Y	1 per 350 s.f.	NA
3. Accessory child care center or school aged child care program	Y	Y	Y	Y	1 per 2 employees	
4. Family day care home	Y	Y	Y	Y	1 per 2 employees	NA
5. Family day care home, large	Y	Y	Y	Y	1 per 2 employees	NA
6. Adult day care home	CDB	CDB	CDB	CDB	1 per 2 employees	NA
7. Renting of one or two rooms without separate cooking facilities to lodgers within a dwelling unit to one or two total lodgers	Y	Y	Y	Y	1 per Guestroom	NA
8. Noncommercial greenhouse, tool shed, or similar accessory structure	N	N	N	N	NA	NA
9. Swimming pool	Y	Y	Y	Y	NA	NA

	Medford Square District				PC ⁵	LC
	MS-1	MS-2	MS-3	MS-4		
10. Scientific research and development, as provided at section 94-3.3.3.1	Y	Y	Y	Y	NA	NA
11. Keno	CC	CC	CC	CC	NA	NA
12. Open storage	N	N	N	N	NA	NA
13. Heavy repair operations	N	N	N	N	1 per 1,400 s.f.	1/15,000 s.f.
L. OTHER PRINCIPAL USES						
1. Mixed-Use community	N	N	N	N		
2. Mixed-Use development	Y	Y	Y	Y		

Some uses in this table may be subject to Site Plan Review. For more information see § 94-11.7.2

Notes:

¹ For Breweries operating with seven barrels or under - Y.
For Breweries operating with more than seven barrels - BA.

³ Measured to the closest point of the structure.

⁴ Incentives for alternative residential parking requirements, except in the MSD.

Affordable housing units	.5 per Dwelling Unit
Located within ½ mile of high-frequency transit	.8 per Dwelling Unit

Incentives for residential parking requirements within the MSD: The minimum parking requirement can be reduced to 0.8 per dwelling unit by meeting the requirements in Section 94-9.7.9 Reductions to parking space requirements.

⁵ Notwithstanding the above tables, nonresidential uses with 5,000 square feet or less of gross leasable floor area exempt from any minimum.

⁶ Parking as a principal use is only permitted north of High Street, between Hillside Ave. and Forest St.

⁷ Five thousand (5,000) or less Gross Floor Area (GFA) – Y.
More than five thousand (5,000) GFA – CDB

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Amend Section 94-12.0 Definitions

Building Height: The vertical distance measured from the uniform finished grade to the highest point of the roof surface for flat roofs; to the deck line of mansard roofs, and to the average height between the highest eaves and ridge for gable, hip and gambrel roofs. Where a building is located on sloping terrain the height shall be measured from the average ground level of the grade at the building wall. Average ground level shall be determined by locating the mean between the extreme upper and lower finished grades per building elevation.

Historic Conversion: The conversion of an existing structure, a minimum of seventy-five (75) years old, originally designed for one (1) or two (2) units, to a multi-unit dwelling.

Multiplex: A residential building that contains four (4), five (5), or six (6) primary dwelling units on one (1) lot. In order to qualify as a multiplex, at least one (1) dwelling unit is located entirely or partially above another. Multiple units built side-by-side would generally be considered a townhouse or a semi-detached house.

Pervious Surface: A surface that allows water to infiltrate the soil beneath it. Also known as permeable surface.

Open Space, Landscaped: Open space designed and planted with trees, shrubs, ground cover and grass. Such space may not include lot area used for parking, loading, access drives, other areas with hard surfaces, or usable open space.

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Section 94-9.7 MEDFORD SQUARE DISTRICT

94-9.7.1 Purpose

The purpose of the Medford Square District (MSD) is to allow a mix of uses, including residential, multifamily, and commercial, to meet the following goals:

1. Wider variety of uses and building types to support jobs and economic development near established residential neighborhoods, providing options for living within walking distance of jobs, goods, and services.
2. Mixed-use, multifamily, and commercial uses at a density appropriate to the historic walkable, economic centers.
3. Development standards to buffer abutting neighborhoods from the higher intensity of uses and reinforce the identity of the Square as a local and regional destination.

94-9.7.2 Applicability

The MSD replaces the existing zoning districts and is shown on the Zoning Map, City of Medford, Massachusetts, as amended. An applicant may develop within this district in accordance with the provisions of Section 94-9.7 and other relevant sections of the Zoning Ordinance.

1. The MSD is comprised of the following subdistricts:
 - a. *Medford Square 1*. The Medford Square 1 Subdistrict allows a mix of residential and commercial uses at a lower scale of building size and massing.
 - b. *Medford Square 2*. The Medford Square 2 Subdistrict allows a mix of residential and commercial uses at a medium scale of building size and massing.
 - c. *Medford Square 3*. The Medford Square 3 Subdistrict allows a mix of residential and commercial uses at a medium-high scale of building size and massing.
 - d. *Medford Square 4*. The Medford Square 4 Subdistrict allows a mix of residential and commercial uses at a higher scale of building size and massing.

94-9.7.3 Dimensional Requirements.

1. The following dimensional requirements apply to the MSD.

Table 9.7-1: Table of Dimensional Requirements for the MSD

	Medford Square District			
	MS-1	MS-2	MS-3	MS-4
Lot Area sf (Min)	3,000	3,000	4,000	4,000
Frontage (Min)	30ft	40ft	40ft	40ft
Facade Build Out (Min)	80%	80%	80%	80%
Active Ground Floor (Min)	60%	60%	60%	60%
Historical Conversion (Max) ¹	Y	Y	Y	Y
Height				
Max Base Height.				
Stories	4 ²	5 ²	7 ²	8
Feet	50 ²	62 ²	86 ²	98
Max Incentive Height (Stories)				
Stories	+1	+2	+2	+5
Feet (total height)	62	86 ²	110 ²	146
Setbacks (ft)³				
Front (Min/Max)	0/20	0/20	0/20	0/20
Side	0	0	0	0
Rear	0	0	0	0
Stormwater and Landscaping				
Building Coverage (Max)	80% ⁴	80% ⁴	90% ⁴	90% ⁴
Green Score: ⁵ Minimum	20	20	20	20
Green Score: ⁵ Ideal	30	30	30	30
Pervious Surface (Min)	20%	20%	10%	10%
Open Space Landscape (Min)	15%	15%	10%	10%

Notes:

¹ The maximum permissible number of dwelling units is determined by dividing the Gross Floor Area of the existing principal structure by six hundred (600) sqft. The size of each individual unit is subject to the requirements of the Building Code. Additions and expansions to the existing building shall not increase the number of units allowed.

² Along the south side of High Street: Within the MS-1, MS-2, and MS-3 subdistricts, the maximum height is limited to four (4) stories [fifty (50) feet]. An additional fifth (5th) and sixth (6th) story, if allowed in the Table of Dimensional Requirements (Table 9.7-1) must be stepped back a minimum of ten (10) feet. After a distance of 30 feet from the lot line along High Street, the maximum height reverts to the requirements of the subdistrict, as set forth in the Table of Dimensional Requirements (Table 9.7-1). Along the north side of High Street: Any incentive stories must be stepped back a minimum of ten (10) feet from the front lot line.

	Medford Square District			
	MS-1	MS-2	MS-3	MS-4
<p>³ For additional standards and waivers for setbacks, see 94-9.7.3.2 and 94-9.7.4.2. Section 94-4.2.6 does not apply to any development within the MSD.</p> <p>⁴ The Maximum Building Coverage can be increased to one hundred (100) percent if the development achieves the minimum Green Score.</p> <p>⁵ The Green Score only applies to the construction of any new principal building or major renovation that:</p> <ul style="list-style-type: none"> a) is located within the FEMA National Flood Hazard Layers; or b) requires Site Plan Review. <p>In those cases, Pervious Surface requirement does not apply.</p>				

2. The following additional dimensional requirements apply to the MSD.
 - a. *Front Setbacks.* The building façade for new construction shall be set back from the lot line at a distance sufficient to create a twelve (12) foot sidewalk in conjunction with an existing City sidewalk. A maximum setback of twenty (20) feet is allowed to create an active public plaza.
 - b. *Side and Rear Setbacks.* If the proposed development is adjacent to a residential district or an existing lot with a residential use of four (4) units or fewer, the applicant shall provide a landscaped buffer of at least ten (10) feet from the lot line. The property owner shall maintain the buffer and landscaping.
 - c. *Height Transition to Adjacent Residential Districts.* For any lot within the MSD that abuts a residential district (as defined by Section 94-2.1), a height stepback is required along the side or rear lot line that directly abuts the residential district. The height stepback is calculated by a forty-five (45) degree angle beginning at the third floor and extending to the highest floor of the building in the MSD. The fourth floor and above shall not break the plane of that forty-five (45) degree angle.
 - d. *Setbacks for Infill Lots.* If the adjacent buildings are set back more than twenty (20) feet from the front lot line, infill buildings may either comply with the requirements of Table 9.7-1: Table of Dimensional Requirements for the MSD or match the setback line of the adjacent building closest to the front lot line to provide consistency along the street. The deeper setback area shall be either hardscaped or landscaped to provide a pedestrian-oriented amenity.
 - e. *Multi-Building Lots.* In the MSD, lots may have more than one (1) principal building.
 - f. *Ground Floor Active Frontage.* Active uses are required on the ground floor of any building with its principal façade parallel to Salem Street, High Street, Riverside

Avenue, and Clippership Drive (in the MSD) are subject to the Active Frontage percentages set forth in Table 9.7.-1 Table of Dimensional Requirements for the MSD. Active uses include retail, restaurants, cafés, personal services, other active commercial uses, publicly accessible office or residential lobbies, and active building amenity spaces (e.g., gym, residential common space). Where active commercial uses are not feasible, the following may be substituted: residential stoops; a setback of landscaped open space or public space with seating; public art, such as a mural or sculpture; or any other use that provides an engaging ground floor for pedestrian activity.

94-9.7.4 Waivers.

The following waivers are available to the Site Plan Review or Special Permit Granting Authority for projects within the MSD, upon a finding that such waiver would not cause substantial detriment to the neighborhood.

1. **Height Waiver.** The limitation on the height of buildings shall not apply to chimneys, ventilators, towers, silos, spires, or other ornamental features of buildings, which features are in no way used for living purposes and do not constitute more than twenty-five (25) percent of the ground floor area of the building.
2. **Height Waiver: Energy-Efficiency.** The Site Plan Review Authority or Special Permit Granting Authority may waive the height and setbacks in 94-9.7.3 Dimensional Standards to accommodate the installation of solar photovoltaic, solar thermal, living, and other eco-roofs, energy storage, and air-source heat pump equipment. Such installations shall not create a significant detriment to abutters in terms of noise or shadow and shall be appropriately integrated into the architecture of the building and the layout of the site. The installations shall not provide additional habitable space within the development.
3. **Height Stepback Waiver.** If a building is subject to a front stepback and rear or side stepbacks, the Community Development Board may waive the strict dimensional requirement of any of the stepbacks, provided that priority is given to retaining the stepback(s) in 94-9.7.3.2.c Height Transition to Adjacent Residential Districts.
4. **Setback Waiver: Drop-off zone.** The required setback distances may be waived to allow for a cut-out along the curb for loading and short-term parking for deliveries or drop-off/pick-up zones. Such a cut-out shall be coordinated with City staff.
5. **Setback Waiver: Waterways Act.** The required setback distances may also be waived to allow a development to meet the requirements of MGL Chapter 91.
6. **Eligible Historic Buildings.** The Community Development Board may, by special permit, waive the following requirements to incentivize the reuse of eligible historic structures.
 - a. **Dimensional Standards.** Structures and sites determined to be an eligible historic building shall be exempt from one (1) or more of the following dimensional requirements: lot size, frontage, building coverage, green score, pervious surface,

and open space, landscaped requirements, provided that the exterior is rehabilitated to (i) the Secretary of the Interior's Standards for the Treatment of Historic Properties or (ii) as approved by the Medford Historic Commission and Community Development Board after a public hearing. If the applicant and the Community Development Board agree that the Secretary of the Interior's Standards for the Treatment of Historic Properties are inappropriate for the proposed project, then the Medford Historical Commission shall participate in a joint public hearing with the Community Development Board and provide an advisory opinion on the appropriateness of the proposed changes within fourteen (14) days of the hearing.

- b. *Parking Waiver.* A structure or site determined to be an eligible historic building shall be exempt from all use-based parking space requirements (listed in Section 94-3.2 Table of Use Regulations Table A) provided that the exterior is rehabilitated to the Secretary of the Interior's Standards for the Treatment of Historic Properties, or as approved by the Medford Historic Commission and Community Development Board, as noted in 94-9.7.4.6a.
- c. *Definition of Eligible Historic Building.* For the purposes of this section, an "Eligible Historic Building" is any building or structure that satisfies one (1) or more of the following criteria:
 - i. Listed on the National Register of Historic Places, either individually listed or designated as a contributing structure in a National Register Historic District; or
 - ii. Listed on the State Register of Historic Places; or
 - iii. Has been designated by the Medford Historical Commission as a historically significant building or structure, following a finding by the Commission that such building or structure:
 - 1. Is associated with one (1) or more historical persons or events, or with the cultural, economic, social or political history of the Town or Commonwealth; or
 - 2. Possesses architectural value or significance in terms of period, style, method of construction, or association with a historically prominent architect or builder, either by itself or in conjunction with a group of buildings or structures.
- d. These waivers apply to the existing gross floor area of the eligible historic building. Any addition, expansion, or new construction that increases the gross floor area of the structure shall not benefit from these waivers.
- e. *Effect of Ineligibility Determination.* If the Medford Historical Commission determines that a building or structure does not qualify as an Eligible Historic

Building, such building or structure shall not be subject to the City's demolition review process.

94-9.7.5 Use Standards.

1. *Historic Conversion.*

- a. No new dwelling unit created by the conversion of an existing dwelling into a greater number of units or by addition or enlargement of an existing dwelling shall be permitted unless the requirements of minimum lot area, maximum building coverage, and minimum pervious surface requirements of the district in which the structure is located are satisfied after the conversion or enlargement.
- b. The required setbacks shall be those of the structure existing at the time of the conversion. However, any construction occurring outside the limits of the existing structure shall be subject to the setback requirements of the district in which the structure is located.
- c. The maximum height shall be that height permitted in the district in which the structure is located, or the existing building height, whichever is greater.
- d. Open space requirement shall be as required in the district in which the structure is located.
- e. Off-street parking shall be provided as required in Section 94-3.2 Table of Use Regulations (Table A).
- f. There shall not be any changes to the exterior of the structure other than those required by building code.
- g. Each unit shall have an independent entrance directly from outside the building or through a common vestibule. Where feasible, new additional independent entrances accessed directly from outside the building shall not be located on any building wall facing a street.
- h. Fire escapes and outside stairways leading to a second or higher floor shall, where feasible, be located on the rear of the building and shall not be located on any building wall facing a street.

94-9.7.6 Development Incentives

In exchange for incorporating certain provisions that further the City's goals for affordability, economic development, environmental sustainability, and climate resiliency, Applicants may receive Development Incentive Bonuses that allow for additional stories beyond the base number of stories that are allowed as of right under Table 9.7-1: Table of Dimensional Requirements for the MSD. However, the total number of stories is limited to the maximum number of stories allowed in each subdistrict, as shown in Table 9.7-1: Table of Dimensional Requirements for the MSD. Additional stories shall comply with any setback, stepback, or other dimensional

requirements and the development and design standards in 94-9.7.3 Dimensional Requirements and 94-9.7.8 Development Standards.

Table 9.7-2: Table of Development Incentive Bonuses for the Medford Square District (MSD).

Table of Development Incentive Bonuses.						
Incentive 1: Affordability						
Incentive 1A: Deeper Affordability:						
	# of Lots or Units in Proposed Project	Required Minimum/Total Percentage of Affordable Units at 80% AMI	For One Additional Floor		For Two Additional Floors	
			Minimum Percentage of Affordable Units at 80% AMI	Minimum Percentage of Affordable Units at 65% AMI	Minimum Percentage of Affordable Units at 80% AMI	Minimum Percentage of Affordable Units at 65% AMI
1	10-24	10%	8%	2%	5%	5%
2	25-49	13%	8%	5%	6%	7%
3	50 +	15%	10%	5%	8%	7%
Incentive 1B: More Affordable Units:						
	# of Lots or Units in Proposed Project	Required Minimum Percentage of Affordable Units at 80% AMI	For One Additional Floor		For Two Additional Floors	
			Additional Percentage of Affordable Units at 80% AMI	Total Percentage of Affordable Units at 80% AMI	Additional Percentage of Affordable Units at 80% AMI	Total Percentage of Affordable Units at 80% AMI
1	10-24	10%	3%	13%	5%	15%
2	25-49	13%	3%	16%	5%	18%
3	50 +	15%	3%	18%	5%	20%
Incentive 2: Community Amenities (privately maintained)						
Indoor pedestrian seating or outdoor pedestrian plaza of at least three hundred (300) square feet and accessible to the public during business hours.					One (1) additional half story	
One of the following neighborhood open spaces: <ul style="list-style-type: none"> • Pocket Park • Garden • Playground • Skate Park 					One (1) additional half-story	
The development solar installation provides fifty (50) percent of its output in the form of electricity or net metering credits to community-shared solar programs, low-income solar programs and municipal or other governmental entity owned solar programs.					One (1) additional story	

Table of Development Incentive Bonuses.	
The development makes at least twenty (20) percent or twenty (20) spaces, whichever is greater of its parking space available to the public, whether paid or shared with nearby developments. This incentive covers accessory structured parking only.	One (1) additional half story
Incentive 3: Community Amenities (publicly maintained)	
Streetscape Improvements along a public street. Such improvements may include one or more of the following: street trees, street furniture (benches, trash/recycling receptacles, bicycle racks), and/or pedestrian-scale lighting. The Engineering Division shall provide the standards for tree plantings, street furniture, and lighting to create a consistent treatment on the public sidewalk. The improvement shall be limited to the frontage of the lot or lots that are the subject of the application.	One (1) additional half-story
Incentive 4: Vibrant Neighborhoods	
Parking is concealed below grade or within a building structure.	One (1) additional half-story
The development project provides a minimum of fifty (50) percent or the ground floor at rents no less than fifteen (15) percent below market for a minimum tenancy of three (3) years to qualified nonresidential tenants [nonprofits or local businesses under ten (10) employees]. Market rent shall be first determined by comparing the base rents of other commercial ground floor leases in the same project and if none, then comparing base rents for comparable commercial space in the City of Medford as found on recognized listing services such as MLS and LoopNet. Evidence of the manner in which market rent was determined shall be provided to the Office of Planning, Development, and Sustainability.	One (1) additional half-story
A rehabilitation project maintains the pre-construction rent for existing ground-floor tenants for two (2) years after the post-construction Certificate of Occupancy has been granted.	One (1) additional half-story
Choose Either:	
<ul style="list-style-type: none"> 2. A new development rehabilitates an eligible historic building, or integrates its historic façade(s) visible from a public right-of-way within the new development, provided that the building/façades are rehabilitated to the Secretary of the Interior’s Standards for the Treatment of Historic Properties or the standard as described in 94-9.7.4.6a; or <ul style="list-style-type: none"> a. A new development rehabilitates the principal street-facing façade of an eligible historic building, or its key architectural elements, provided that the façade or architectural elements are rehabilitated to the Secretary 	<p>For a: One (1) additional story</p> <p>For b: One (1) additional half-story</p>

Table of Development Incentive Bonuses.	
of the Interior's Standards for the Treatment of Historic Properties or the standard as described in 94-9.7.4.6a.	
Incentive 5: Environmental Resilience	
The development project meets the Ideal Green Score.	One (1) additional half story
The development project is certifiable as LEED Platinum or equivalent standard.	One (1) additional half-story

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94-9.7.7 Design Guidelines and Applicability of Development Standards

1. ***Design Guidelines.*** The Community Development Board may adopt and amend, by simple majority vote, Design Standards which shall be applicable to all rehabilitation, redevelopment, or new construction submitted under this MSD. Such Design Guidelines may address the scale and proportions of building, the alignment, width, and grade of streets and sidewalks, the type and location of infrastructure, the location of building and garage entrances, off-street parking, the protection of significant natural site features, the location and design of on-site open spaces, exterior signs, and buffering in relation to adjacent properties. Design Guidelines may contain graphics illustrating a particular standard or definition to make such standard or definition clear and understandable.
2. ***Applicability of Development Standards.*** Section 94-9.7.8 Development Standards shall apply to all projects submitted under this MSD. These standards, along with any Design Guidelines adopted under paragraph 1, above, are components of the Site Plan Review and Special Permit processes as defined in this Zoning Ordinance.

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94-9.7.8 Development Standards

1. *Site Standards.*

- a. *Connections.* Sidewalks shall provide direct connections among building entrances, the public sidewalk (if applicable), bicycle storage, and parking.
- b. *Sidewalk materials.* Sidewalks shall be continuous across driveways, using the same materials and grade and level as the sidewalk on either side of the driveway. Sidewalk materials shall follow standards set by the City's Department of Engineering.
- c. *Vehicular access.* Where feasible, curb cuts shall be minimized, and shared driveways encouraged. Curb cuts for one-way access shall be no more than twelve (12) feet in width, while curb cuts for two-way traffic shall be no more than twenty (20) feet in width. Designated drop-off and pick-up areas for deliveries and ride-sharing companies should be incorporated to reduce conflicts associated with double-parking and blocking of bicycle lanes, crosswalks, and bus stops. These areas should be clearly marked with signs and conveniently located near entrances to buildings and major destinations.
- d. *Circulation.* Parking and circulation on the site shall be organized to reduce the amount of impervious surface. Where possible, parking and loading areas shall be connected to minimize curb cuts onto public rights-of-way.
- e. *Open space.* Open Space shall be contiguous, to the greatest extent feasible, and connected to the pedestrian network. Isolated pockets of space that cannot be accessed for maintenance are prohibited. Open Space may be either private or public. Public open space shall be in the front or side setback. A minimum one-third (1/3) of the required open space, permeable, shall be landscaped.
- f. *Screening for surface parking.* Surface parking adjacent to a public sidewalk shall be screened by a landscaped buffer of sufficient width to allow the healthy establishment of trees, shrubs, and perennials, but no less than six (6) feet. The buffer may include a fence or wall of no more than three (3) feet in height unless there is a significant grade change between the parking and the sidewalk. Chain-link and vinyl fences are prohibited.
- g. *Parking materials.* The parking surface may be concrete, asphalt, decomposed granite, bricks, or pavers, including pervious materials but not including grass or soil not contained within a paver or other structure.
- h. *Plantings.* Plantings shall include species that are native or adapted to the region. Plants on the Massachusetts Prohibited Plant List, as may be amended, shall be prohibited.
- i. *Lighting.* Light levels shall meet or exceed the minimum design guidelines defined by the Illuminating Engineering Society of North America (IESNA) and shall

provide the illumination necessary for safety and convenience while preventing glare and overspill onto adjoining properties and reducing the amount of skyglow.

- j. *Mechanicals*. Mechanical equipment at ground level shall be screened by a combination of fencing and plantings. Rooftop mechanical equipment shall be screened if visible from a public right-of-way.
- k. *Dumpsters*. Dumpsters shall be screened by a combination of fencing and plantings. Dumpsters or other trash and recycling collection points located within the building are preferred.
- l. *Stormwater management*. Strategies that demonstrate the compliance of the construction activities and the proposed project with the most current versions of the Massachusetts Department of Environmental Protection Stormwater Management Standards, the Massachusetts Stormwater Handbook, Massachusetts Erosion Sediment and Control Guidelines, and the City of Medford's Stormwater Management Rules and Regulations. The applicant shall also provide an Operations and Management Plan for both the construction activities and ongoing post-construction maintenance and reporting requirements.

2. General Building Standards.

- a. *Position relative to the principal street*. The primary building shall have its principal façade and entrance facing the principal street.
- b. *Daylight Minimum*. New construction (which includes additions) shall be designed to minimize impacts on sunlight access for existing residential buildings in a residential district (as defined by Section 94-2.1). The goal of this standard is to protect the well-being of residents and preserve the energy efficiency of existing buildings.
 - i. This standard shall be applied to any new construction in the MSD subject to Site Plan Review.
 - ii. The minimum daylight standard applies to new construction that casts a shadow on one or more existing residential buildings located in a residential zoning district. Such existing buildings shall receive a minimum of two (2) hours of direct sunlight as calculated on February 21 and October 21.
 - iii. To demonstrate that this standard has been met, the applicant shall provide a shadow study as required by the Medford Site Plan Rules and Regulations as amended by the Community Development Board.
- c. *Entries*. Where feasible, entries shall be clearly defined and linked to a paved pedestrian network that includes the public sidewalk.

3. Multiple buildings on a lot.

- a. *Location of Mixed Uses.* For a mixed-use development, uses may be mixed within the buildings or in separate buildings.
- b. *Orientation.* The orientation of multiple buildings on a lot should reinforce the relationships among the buildings. All building façade(s) shall be treated with the same care and attention in terms of entries, fenestration, and materials.
- c. *Position relative to the street.* Building(s) adjacent to a public street shall have a pedestrian entry facing that public street.

4. Mixed-use development.

- a. *Access.* In a mixed-use building, access to and egress from the residential component shall be clearly differentiated from access to other uses. Such differentiation may occur by using separate entrances or egresses from the building or within a lobby space shared among different uses.
- b. *Connections.* Paved pedestrian access from the residential component shall be provided to residential parking and amenities and to the public sidewalk, as applicable. Paved surfaces may include pervious paving materials.
- c. *Material Storage.* Materials for non-residential uses shall be stored inside or under cover and shall not be accessible to residents of the development.
- d. *Shared Outdoor Space.* Multi-family housing and mixed-use development shall have common outdoor space that all residents can access. Such space may be in any combination of ground floor, courtyard, rooftop, or terrace. All outdoor space shall count towards the project's minimum Open Space requirement.

5. Corner Lots. A building on a corner lot shall indicate a primary entrance either along one (1) of the street-facing façades or on the primary corner as an entrance serving both streets.

- a. *Connections.* Such entries shall be connected by a paved surface to the public sidewalk, if applicable.
- b. *Façade Design.* All façades visible from a public right-of-way shall be treated with similar care and attention in terms of entries, fenestration, and materials.
- c. *Fire Exits.* Exterior emergency staircases and emergency-only exit doors serving more than one (1) story shall not be located on either of the street-facing façades. If the only feasible location for emergency-only exit doors is on a street-facing façade, the door shall be inset into the façade so that outward-swinging doors do not obstruct pedestrian access.

6. **Parking.** Parking shall be subordinate in design and location to the principal building façade.
 - a. *Surface parking.* Surface parking shall be located to the rear or side of the principal building. Parking shall not be in the setback between the building and any lot line adjacent to the public right-of-way.
 - b. *Integrated garages.* The principal pedestrian entry into the building shall be more prominent in design and placement than the vehicular entry into the garage.
 - c. *Parking structures.* Above-grade parking structures (stand-alone or within a residential, commercial, or mixed-use building) shall be subordinate in design and placement to the primary uses. Ground-floor parking levels shall be wrapped with active uses such as commercial/retail, community spaces, or residential amenity spaces. Exposed facades of upper parking levels shall incorporate design treatments such as public art installations, vertical planting, or other architectural features for visual interest and to disguise the parking uses within. Vehicular openings shall have doors.
 - d. *Electrical Vehicle (EV) charging spaces.* One (1) EV charging space is required for every twenty (20) parking spaces, rounded up to the next highest number of EV stations.

7. **Waivers.** Upon the request of the Applicant, the Site Plan Review Authority may waive the requirements of 94-9.7.8 Development Standards in the interests of design flexibility and overall project quality and upon a finding of consistency of such variation with the overall purpose and objectives of the MSD.

94-9.7.9 Reductions to parking space requirements. This section supersedes 94-6.1.9 Shared Parking of the City of Medford Zoning Ordinance.

1. **Purpose.**
 - a. To support the efficient use of land area for productive uses that contribute toward the City's tax base;
 - b. To help prevent land from being unnecessarily devoted to the parking of motor vehicles, and help preserve green space and other valuable ecological, historic and cultural resources;
 - c. To encourage the efficient use of existing parking resources;
 - d. To allow parking to be shared between uses on the same lot or between buildings on the same block when the actual demand for parking is less than the total number of spaces required by this Ordinance for each individual use;

- e. To help reduce stormwater management costs, water pollution and heat island effects; and
 - f. To improve walkability.
2. **Residential Parking.** The residential parking requirement may be reduced to 0.8 parking spaces per unit if:
- a. The development is an addition or expansion that increases the existing gross floor area of an eligible historic building, or
 - b. The development meets the following conditions:
 - i. Provide one (1) bicycle parking space per unit. A minimum of fifty (50) percent of the required bicycle spaces shall be covered or integrated into the structure of the building(s).
 - ii. Provide a loading zone for commercial vehicles.
 - iii. Provide a fifteen (15) minute pick-up/drop-off space.
 - iv. Join a local Transportation Management Association. The development shall pay a base membership fee on an annual level.
3. **Dual Use for Mixed-Use Developments.** Dual-use parking may be used for any mixed-use development that includes uses with parking demands peaking at different times of the day.
- a. The Table 9.7-3 provides the method for calculating dual use parking for buildings with more than one (1) use type within the same lot.

Table 9.7-3 Dual Use Parking Ratios

Use 1	Use 2	Sharing Factor
Residential	Office	0.7
Residential	Commercial	0.8
Residential	Lodging	0.9
Lodging	Commercial	0.75
Office	Commercial	0.8
Office	Lodging	0.7

- b. The parking required for any two (2) functions on a lot is calculated by multiplying the number of spaces required by the lesser of the two (2) uses by the appropriate ratio from the Table 9.7-3 and adding the result to the greater use parking requirement.
- c. Example: For a building with a Residential Use requiring one hundred (100) spaces and a Commercial Use requiring twenty (20) spaces, the twenty (20) spaces multiplied by the sharing factor of 0.8 would reduce the total requirement to one hundred (100) plus sixteen (16) spaces or one hundred and sixteen (116) spaces instead of one hundred and twenty (120) spaces.
- d. This reduction may be used in addition to other reductions in parking requirements.

94-9.7.10 Multi-Building Shared Parking

1. *Purpose and Intent.*

- a. To allow parking to be shared between buildings on the same block or within seven-hundred and fifty (750) feet of the building which they are to serve, when the actual demand for parking is less than the total number of spaces required by this Ordinance for each individual use.
- b. To allow development that cannot cost-effectively park itself on site to use parking at a municipal or private commercial parking facility.

2. *Applicability.* Shared parking is allowed by a special permit from the Community Development Board for any application in the MSD.

3. *Requirements for Shared Parking.*

- a. *Assigned Stalls.* Parking stalls that have been assigned to individual tenants or occupants shall not be eligible for shared parking.
- b. *Access.* Parking facilities are accessible during the required hours of usage.

4. *Distance.*

- a. Accessory parking facilities for residential uses shall be located within seven-hundred and fifty (750) feet of the building which they are to serve, measured along the access route with a safe walking path.
- b. Accessory parking facilities for nonresidential uses shall be located within one thousand (1,000) feet, measured along the access route with a safe walking path.
- c. The access route is measured from the front door of the building to the pedestrian access point at the parking facility.

5. ***Joint Use Agreement.*** The right of joint use of shared accessory parking shall be demonstrated through a binding agreement that is tied to the land or similar written instrument establishing the joint use. The binding agreement may restrict future changes to the use of the property. All agreements are subject to review and approval of the Community Development Board to have accessory parking reduced pursuant to this section.

6. ***Shared Parking Agreements.***
 - a. Shared parking requires a written agreement among all owners of record.
 - b. An attested copy of the agreement between the owners of record shall be submitted to the Building Department and approved by the Director of Planning, Development, and Sustainability in a form deemed acceptable by the City Solicitors Office prior to and as a condition of the issuance of a building Permit.
 - c. Revocation of an existing parking agreement will only be accepted if the required accessory parking spaces are provided in accordance with the standards for the district where each property is located.
 - d. Failure to maintain a Shared Parking Agreement is a violation of the Special Permit and may result in a fine and the revocation of certificates of occupancy.

7. ***Signage.*** The manager of shared parking facilities shall provide signage identifying the permitted users.

City of Medford
Standard Compensation Ordinance
4-28-26

1) Sec. 2-935—Medford Standard Compensation Ordinance

- a) This Ordinance shall be known as the “Medford Standard Compensation Ordinance.”
The purpose of this Ordinance is to ensure that employees of building service contractors and subcontractors who contract with the City earn an hourly wage that is sufficient to ensure that City dollars are not used to undercut the prevailing standards that have been attained by building service workers and to promote labor peace in building service work contracted by the City of Medford.

2) Sec. 2-936 – Definitions.

For the purposes of this Ordinance, the following terms shall mean:

BUILDING SERVICES or ***BUILDING SERVICE WORK***. Work performed in connection with the cleaning and maintenance of buildings and security guard services.

CONTRACTING DEPARTMENT. Any City Department that awards a covered building service contract.

COVERED BUILDING SERVICE CONTRACT. A contract or subcontract to provide building services to the City.

COVERED BUILDING SERVICE EMPLOYEE. Any person employed, directly or indirectly, to perform building service work in the performance of a covered building service contract.

COVERED BUILDING SERVICE VENDOR. An employer providing building services pursuant to a covered building service contract.***LABOR ORGANIZATION***. An organization with the characteristics set forth in subdivision (5) of section 152 of title 29 of the United States Code.

LABOR PEACE AGREEMENT. An agreement between a Covered Building Service Vendor and a labor organization that seeks to represent employees who perform one or more classes of work to be performed pursuant to a Covered Building Service Contract or subcontract, where such agreement: (1) requires that the Covered Building Services Employers and the labor organization and its members agree to the uninterrupted delivery of services to be rendered pursuant to this contract and to refrain from actions intended to or having the effect of interrupting such services; and (2) includes any other terms agreed to by the parties, which may relate to, but need not be limited to: (i) alternate procedures related to recognizing the labor organization for bargaining purposes, (ii) public statements, (iii) workplace access, and (iv) the provision of employee contact information. The term “labor peace agreement” may include a collective bargaining agreement that is in effect.

PERSON. One or more of the following or their agents, employees, servants, representatives and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and all other entities recognized at law by this commonwealth.

COVERED SECURITY GUARD. Armed or unarmed Covered Building Service Employees that perform security duties.***STANDARD COMPENSATION***. The hourly rate of pay, benefits, and

paid leave that shall be provided to a Covered Building Service Employee pursuant to the formula set forth in Subsection 2-939.2.

STANDARD HOURLY WAGE RATE. The rate established by the Procurement Department as the minimum hourly wage rate that shall be paid to a Covered Building Service Employee by a Covered Building Service Vendor pursuant to the formula set forth in Section 2-939.1.

YOUTH PROGRAM. Any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time programs.

3) Sec. 2-937—Applicability and Exemptions.

a) Sec. 2-937.1—Applicability

- i) The provisions of this Ordinance shall apply to all Covered Building Service Vendors as defined in this Ordinance, not including exemptions listed in Sec. 2-937.2.

b) Sec. 2-937.2—Exceptions

- i) The following positions are exempt from the requirement of Standard Compensation payments upon certification in an affidavit signed by the authorized signatory of the Covered Building Service Vendor that the positions are as follows:
 - (1) Youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time programs; and
 - (2) Work-study or cooperative educational programs.
 - (3)

4) Sec. 2-938—Duties of Contracting Departments and Covered Building Service Vendors

a) Sec. 2-938.1—Notification

- i) All City Contracting Departments engaged in the awarding of contracts shall provide a copy of this Ordinance in all requests for bids for Covered Building Service Contracts with the City. All persons who have signed a Covered Building Service Contract with the City shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Covered Building Service Contract.
- ii) All Covered Building Service Contracts and all solicitations for building services issued by the City shall specifically state that all requirements of this Ordinance applicable to Covered Building Service Contracts, including enforcement mechanisms unless a waiver is provided, are applicable to the contract and incorporated by reference, and state that Covered Building Service Employees may not be paid less than standard compensation for the relevant classification and indicate:
 - (1) The anticipated number of hours of work required for the relevant classifications under the contract;
 - (2) The Standard Compensation for the relevant classification, or classifications, that is applicable to the Covered Building Service Employees;

- (3) The process for annual price adjustments to accommodate increases in the required compensation; and
- (4) A statement that the violation of the Standard Compensation Ordinance may constitute a breach of contract.
- iii) All solicitations for building services issued by the City shall further require prospective Covered Building Service Vendors to submit pricing on a standard worksheet that breaks down the proposed hourly rates.
- iv) Covered Building Service Employers shall provide each Covered Employee with a fact sheet about this Chapter and shall post a notice about the Chapter in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Building Service Employer by the Contracting Department and shall include:
 - (1) Notice of the Standard Compensation requirements;
 - (2) A summary of the provisions of this Chapter;
 - (3) A description of the enforcement provisions of the Chapter;
 - (4) The name, address, and phone number of a person designated by the Contracting Department to whom complaints of noncompliance with this Chapter should be directed.

b) *Sec. 2-938.2—Maintenance and Reporting of Payroll Records*

- i) *Maintenance of payroll records.* Each Covered Building Service Vendor shall maintain accurate payrolls for all covered employees for a period of three years. The records shall contain the name of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, a copy of the Social Security returns and evidence of payment thereof, a record of fringe benefit payments including contributions to approved plans, funds or programs and/or additional cash payments and such other data as may be requested for inspection by the designated City Department from time to time.
- ii) *Inspection of payroll records.* Each Covered Building Service Vendor shall permit representatives of the applicable City Department, or their designee, to examine the payroll records, to observe work being performed upon the work site, or to interview employees within ten (10) days of receiving a request in writing from the designated City Department.
- iii) *Certified Payroll Reporting.* On an annual basis, each Covered Building Service Vendor shall file with the applicable City department a certification prepared by the Vendor certifying that the Covered Building Service Vendor’s payroll records are in compliance with this Ordinance.

c) *Sec. 2-938.3-- Covered Building Service Contracts*

- i) At the time of signing a Covered Building Service Contract with the City or subcontract with a vendor, the contract must include the following:
 - (1) A local contact name, address, e-mail address and phone number for the Covered Building Service Vendor;

- (2) A written commitment by the Covered Building Service Vendors to pay all Covered Building Service Employees not less than the applicable current standard compensation, subject to adjustment as necessary 1 and in compliance with the provisions of this Ordinance; and
- (3) A list of all service subcontracts either awarded or that will be awarded to vendors with funds from the Covered Building Service Contract. Any covered vendor awarded a service contract shall notify the Contracting Department within three business days of signing a service subcontract with a Covered Building Service Vendor.

d) Sec. 2-938.3 – Transitional Employment Period

- i) Within 14 days of the award of a Covered Building Service Contract, a Covered Building Service Vendor shall request that the City provide the name, address, and telephone number of the terminated predecessor Covered Building Service Vendor. The terminated predecessor Covered Building Service Vendor shall, within five days after receipt of notice from the city, provide to the successor Covered Building Service Vendor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. Where a successor Covered Building Service Vendor has not been identified by the City thirty days prior to expiration of the prior contract, a terminated Covered Building Service Contractor shall provide the information to the City at that time. On the same date, the terminated Covered Building Service Vendor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Vendor.
- ii) Where a Covered Building Service Vendor is awarded a contract to perform services that are substantially the same as services that have been rendered under a predecessor contract, such Covered Building Service Vendor shall retain, for a period of ninety days, all Covered Building Service Employees who had been employed by the predecessor to perform services under such predecessor Covered Building Service Contract, except that the successor Covered Building Service Vendor need not retain Covered Building Service Employees who worked less than fifteen hours per week or who had been employed at the site for less than sixty days. During such ninety-day period, the successor Covered Building Service Vendor shall not discharge without just cause a Covered Building Service Employee retained pursuant to this subsection. If the performance of a Covered Building Service Employee retained pursuant to this subsection is satisfactory during the ninety-day period, the successor Covered Building Service Vendor shall offer the Covered Building Service Employee continued employment for the duration of the successor Covered Building Service Contract under the terms and conditions established by the successor Covered Building Service Vendor, or as required by law.

e) ***Sec. 2-938.3 – Labor Peace***

- i) No later than 90 days after the award or renewal of a Covered Building Service Contract or approval of a building service subcontractor, such Covered Building Service Vendor or Subcontractor, shall either:
 - (1) submit an attestation to the Contracting Department, signed by one or more labor organizations, as applicable, stating that the Covered Building Service Vendor has entered into one or more labor peace agreements with such labor organizations, and identify: (i) the classes of covered employees covered by the labor peace agreements, (ii) the classes of covered employees not currently represented by a labor organization and that no labor organization has sought to represent, and (iii) the classes of covered employees for which labor peace agreement negotiations have not yet concluded; or
 - (2) submit an attestation to the Contracting Department stating that the Covered Building Service Vendor's covered employees are not currently represented by a labor organization and that no labor organization has sought to represent such covered employees.
- ii) Where a labor organization seeks to represent the Covered Employees of a Covered Building Service Vendor or Subcontractor after the expiration of the 90-day period following the award date of the Covered Building Service Contract or the approval of a Subcontractor, and the labor organization has provided notice to the contracting agency and the Covered Building Service Vendor or Subcontractor regarding such interest, the Covered Building Service Vendor or Subcontractor shall then submit an attestation signed by the labor organization to the Contracting Department no later than 90 days after the date of notice stating that it has entered into a labor peace agreement with such labor organization or that labor peace agreement negotiations have not yet concluded.

5) **Sec. 2-939—Standard Compensation Payment**

a) ***Sec. 2-939.1— Calculation of Standard Hourly Wage Rate***

- i) The "Standard Hourly Wage Rate" for Covered Building Service Employees other than armed or unarmed Covered Security Guards shall be the greater of the following:
 - (1) The hourly rate of wages required for work performed within the city of Boston under the collective bargaining agreement covering the largest number of hourly nonsupervisory Building Service Employees providing janitorial services employed within the Commonwealth provided the collective bargaining agreement covers no less than five hundred employees; or

- (2) The hourly rate of wages for the relevant classification as established by the United States Secretary of Labor pursuant to chapter 67 of 41 U.S.C. § 6701 et seq., as amended, set forth in the locality wage determination issued by the Administrator of the Wage and Hour Division of the Employment Standards Division of the U.S. Department of Labor for the area that includes the City of Medford.
- ii) The "Standard Hourly Wage Rate" for Covered Security Guards shall be the greater of the following:
- (1) The hourly rate of wages required for work performed within the city of Boston under the collective bargaining agreement covering the largest number of hourly nonsupervisory security employees employed within the Commonwealth, provided the collective bargaining agreement covers no less than five hundred employees; or
 - (2) The hourly rate of wages prescribed for Guard 1 classification established by the United States Secretary of Labor pursuant to chapter 67 of 41 U.S.C. § 6701 et seq., as amended, set forth in the locality wage determination issued by the Administrator of the Wage and Hour Division of the Employment Standards Division of the U.S. Department of Labor for the area that includes the City of Medford.
- iii) ***Sec. 2-939.2—Calculation of Standard Compensation***
- (1) All Covered Building Service Vendors shall provide all Covered Building Service Employees with no less than the Standard Compensation.
 - (2) The Standard Compensation shall include, for the relevant classification: 1) the standard hourly wage rate, and 2) standard paid leave and 3) the standard benefit rate.
 - (a) The “standard hourly wage rate” for Covered Building Service Employees shall be no less than the rate as defined in Sec. 2-939.1.
 - (b) “Standard paid leave” for Covered Building Service Employees other than for unarmed or armed security guards shall be equal to the greatest of the following:
 - (i) The paid vacation and holidays determined by the United States Department of Labor pursuant to the “Service Contract Act of 1965” (41 U.S.C. §351, et seq.) for the area that includes the City of Medford; or
 - (ii) The paid leave provided under the prescribed rate of wages as determined by Director of the Department of Labor Standards pursuant to G.L. c. 149, § 27H.
 - (c) “Standard paid leave” for unarmed or armed security guards shall be equal to the greatest of the following:

- (i) The paid vacation and holidays determined by the United States Department of Labor pursuant to the “Service Contract Act of 1965” (41 U.S.C. §351, et seq.) for the area that includes the City of Medford; or
 - (ii) The paid leave provided under the prescribed rate of wages as determined by the Director of the Department of Labor Standards pursuant to Section 3 of Ordinance 195 of the Acts of 2014.
- (d) The “standard benefit rate” for Covered Building Service Employees other than for unarmed or armed security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways:
- (i) In the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount;
 - (ii) By providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or
 - (iii) By providing the entire supplement in cash.
- (e) The required hourly supplemental rate for Covered Building Service Employees other than for unarmed or armed security guards shall be equal to the greater of the following:
1. The monetary value of the health and other benefits conferred upon employees (not including paid leave) for work performed within the city of Boston under the collective bargaining agreement covering the largest number of hourly nonsupervisory building service employees providing janitorial services employed within the Commonwealth, provided the collective bargaining agreement covers no less than five hundred employees; or
 2. the health and welfare rate determined by the United States Department of Labor pursuant to the “Service Contract Act of 1965”, 41 U.S.C. § 351, et seq., for the geographic area that includes the city of Medford.
- (f) The “standard benefits” for unarmed or armed security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a covered building service employee in one of the following ways:
- (i) In the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount;
 - (ii) By providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or

- (iii) By providing the entire supplement in cash.
- (g) The required hourly supplemental rate for unarmed and armed security guards shall be equal to the greater of the following:
1. The monetary value of the health and other benefits conferred upon employees (not including paid leave) for work performed within the city of Boston under the collective bargaining agreement covering the largest number of hourly nonsupervisory security building service employees employed within the Commonwealth, provided the collective bargaining agreement covers no less than five hundred employees; or
 2. the health and welfare rate determined by the United States Department of Labor pursuant to the “Service Contract Act of 1965”, 41 U.S.C. § 351, et seq., for the geographic area that includes the city of Medford.
- (h) For the purposes of this Ordinance, “benefits” shall mean the total cost to the employer on an hourly basis for providing health, welfare, and retirement benefits, including, but not limited to: (A) medical, surgical, hospital care and/or prescription benefits; (B) death benefits; (C) pension or 401(k) benefits; (D) training and education benefits; and (E) legal service benefits, and may include payments made directly to employees, payments to purchase insurance, and the amount of payment or contributions paid by the employer on behalf of each employee to any employee benefit fund. “Benefits” shall not include paid sick leave, workers compensation or other legally mandated insurance, or any other benefit the Covered Building Service Employer is required to provide under federal, state or local law, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee’s behalf because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason.

6) Sec. 2-940—Enforcement.

a) Sec. 2.940.1—Private Right of Action

- i) Any Covered Building Service Employee may seek private relief to privately enforce the provisions of this Ordinance in any court of competent jurisdiction within three (3) years of the most recent alleged violation.

b) Sec. 2.940.2—Complaints

- i) A current or former Covered Building Service Employee may file a complaint with the designated City of Medford Department. Complaints by Covered Building Service Employees of alleged violations may be made at any time within three (3) years of the most recent alleged violation.
- ii) A complaint of noncompliance with this Ordinance may be filed by a Covered Building Service Employee with the designated City Department, which shall provide a copy of the complaint to each Covered Building Service Vendor against whom the complaint is made within five business days for its review and response. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Building Service Vendor without the consent of the employee, except insofar as complaints received by the City are subject to the Massachusetts Public Records Law, and thus, may be subject to public disclosure to the extent required by law.

c) Sec. 940.3—Review.

- i) The designated City Department shall review all complaints of alleged noncompliance. Such review may include routine reviews, inquiries, and Covered Building Service Vendor's responses to complaints. The designated City Department, or its designee, may request to inspect documentation from the vendor within thirty (30) days of receiving a complaint, in furtherance of any complaint review.
- ii) The designated City Department may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, issue subpoenas, compel the attendance and testimony of witnesses and require the production by the employer of such evidence as required to determine compliance, to the extent allowed under the law.

7) Sec. 2-941 – Penalties and Remedies.

- a) *Penalties.* In the event that the designated Department determines, after notice and a hearing, that any Covered Building Service Vendor has failed to provide Standard Compensation or has otherwise violated the provisions of this Ordinance, the applicable City Department may order any or all of the following penalties and relief:
 - i) This Ordinance may be enforced through any lawful means in law or in equity, including, but not limited to non-criminal disposition pursuant to G.L. c. 40, § 21D. Fines in the amount of \$300 for each Covered Building Service Employee for each day that the Covered Building Service Vendor is in violation of this Ordinance. The

contracting Department head or its designee may enforce this Ordinance pursuant G.L. c. 40, § 21D;

- ii) The filing of a complaint with the pertinent state or federal agency by the complainant employee;
- iii) Review of ongoing contract payments; and
- iv) Potential ineligibility for future contracts with the City for three years or until all penalties and restitution have been paid in full to a complaining employee and the vendor verifies such payments. In addition, all Covered Building Service Vendors having any principal officers who were principal officers of a barred Covered Building Service Employer shall be ineligible under this section.

b) *Remedies herein non-exclusive.* No remedy set forth in this Ordinance is intended to be exclusive or a prerequisite for a private employee to assert a private claim or cause of action under applicable state or federal law.

8) Sec. 2-942-- Discrimination Against Covered Employees Barred.

- a) If a Covered Building Service Vendor discharges, reduces the compensation of, or discriminates against any Covered Building Service Employee for making a complaint to the City or otherwise asserts their rights under this Ordinance, participating in any of its proceedings, or using any civil remedies to enforce their rights under the Ordinance, the Covered Building Service Vendor shall be considered in violation of this Ordinance. The applicable City Department shall review allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief to the employee or person under this Ordinance.

9) Sec. 2-942-- Severability.

- a) In the event any provision of this Ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

10) Sec. 2-943-- Effective date.

- a) This Ordinance shall be effective upon its adoption and will only apply prospectively. Each Covered Building Service Contract entered into by the City after adoption of this Ordinance must comply with this Ordinance.



Medford City Council
Medford, Massachusetts

MEETING DATE

April 28, 2026

SPONSORED BY

Isaac Bears, Council President,
George Scarpelli, City Councilor,
Justin Tseng, City Councilor

AGENDA ITEM

26-077 - Resolution to File a Public Records Request for Comprehensive Litigation Report Due to Administration's Failure to Respond to Resolution 26-043

FULL TEXT AND DESCRIPTION

Whereas, on February 24th, 2026 the Medford City Council unanimously voted to approve Council Resolution 26-043 to request that the Mayoral administration produce a Comprehensive Litigation Report on all legal matters since 2019; and,

Whereas, in spite of the Council's resolution and over 60 days having passed for the administration to reply, the administration has not responded; and,

Whereas, President Barack Obama said, "The Freedom of Information Act should be administered with a clear presumption: In the face of doubt, openness prevails. The Government should not keep information confidential merely because public officials might be embarrassed by disclosure, because errors and failures might be revealed, or because of speculative or abstract fears;" and,

Whereas, the residents of Medford who fund our city government through taxes and fees deserve to know how money is being spent and whether the administration's strategic and procedural approach to litigation is prudent and effective; now, therefore:

Be it Resolved by the Medford City Council that we, as a body, make a request for public records to the City of Medford under the provisions of the Massachusetts Public Records Act, G. L. c. 66, § 10 et seq. asking that the City produce records pertaining to all lawsuits, claims, administrative proceedings, arbitration proceedings, and/or other legal actions in which the City of Medford and/or Breanna Lungo-Koehn, in her capacity as Mayor of the City of Medford, is or was a named party.

Be it Further Resolved that we respectfully request that our colleagues on the Council support this resolution and the draft public records request attached.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Public Records Request 04-28-26

April ___, 2026

Law Department
Public Records Request
City Hall
85 George P. Hassett Drive
Medford, MA 02155

Dear Ms. Spencer:

Pursuant to the Massachusetts Public Records Act, G. L. c. 66, § 10 et seq., the City Council of the City of Medford hereby requests that it be provided with copies of the public records as set forth herein.

As you are aware 950 CMR 32.02 defines “*public record*” as

“Public Record. All books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by a governmental entity unless such materials or data fall within one or more of the exemptions found within M.G.L. c. 4, § 7, clause Twenty-sixth or other legally applicable privileges.”

Please note that this request for public records includes all those records that were created during the period commencing January 1, 2020 and ending on the date of this request.

Requested Public Records

(a) All public records that contain any reference to lawsuits, claims, administrative proceedings, arbitrations, and/or other legal actions in which the City of Medford and/or Breanna Lungo Koehn, in her capacity as Mayor of the City of Medford, is or was a named party, whether as plaintiff, defendant, respondent, or intervenor, in any court, tribunal, or administrative body, including but not limited to: the United States District Court; the Massachusetts Superior Court, District Court, and Land Court; the Massachusetts Appeals Court and Supreme Judicial Court; the Civil Service Commission; the Department of Labor Relations; the Massachusetts Commission Against Discrimination; the Housing Appeals Committee; the State Ethics Commission; the Equal Employment Opportunity Commission; and any other federal, state, or local forum;

(b) For each lawsuit, claim, administrative proceeding, arbitration, or other legal action that is included in the response to subsection (a) of this request, please provide all public records that contain any reference to each matter including the full case name, docket or case number, forum, date filed, nature of the claim, and present status (for example whether it is presently “pending”, or has been “settled”, “dismissed”, “adjudicated” or resolved in any fashion);

(c) All public records that contain any indication of the costs of representation and related litigation costs paid by the City of Medford regarding each lawsuit, claim, administrative proceeding, arbitration, or other legal action that is included in the response to subsection (a) of this request, including all records indicating fees paid to outside counsel (identified by firm name and total amount per firm), expert witness fees, court costs, mediation and/or arbitration fees, and any other litigation related expenditures;

(d) All public records that contain any indication of the costs of representation and/or related litigation costs paid by the City of Medford using of funds received by the City pursuant to the American Rescue Plan Act of 2021 (“ARPA”) for each lawsuit, claim, administrative proceeding, arbitration, or other legal action that is included in the response to subsection (a) of this request. This request includes all records relating to fees paid to outside counsel (identified by firm name and total amount per firm), expert witness fees, court costs, mediation and arbitration fees, and any other litigation-related expenditures;

(e) All public records that contain any indication of settlement payments, judgments, awards, and other monetary consideration paid by the City for each lawsuit, claim, administrative proceeding, arbitration, or other legal action that is included in the response to subsection (a) of this request, including all payments made by insurance carriers pursuant to policies of insurance that provided coverage to the City of Medford or its employees;

(f) All public records that contain any indication of any payments or cost reimbursements or other consideration paid by the City to any private investigation service, detective service or for surveillance services of any kind or for any purpose since January, 2020. This includes any payments or cost reimbursements or other consideration paid to any person or entity who, on behalf of the City of Medford, then hired, maintained or employed any private investigation service, detective service or surveillance services of any kind since January, 2020;

(g) All public records, including but not limited to emails, memoranda, reports, meeting minutes, and internal communications, that refer or relate to the deletion, destruction, removal, alteration, or any other disposition of records that relate to each lawsuit, claim, administrative proceeding, arbitration, or other legal action that is included in the response to subsection (a) of this request;

(h) All logs, reports, memoranda, system-generated data, or other records that track or document the deletion or destruction of records that relate to each lawsuit, claim, administrative proceeding, arbitration, or other legal action that is included in the response to subsection (a) of this request;

(i) Copies of all “non-disclosure agreements” (a/k/a “NDAs”) that are currently in effect or were entered into by the City of Medford after January 1, 2020 to the date of this request. This includes, but is not limited to, confidentiality agreements, settlement agreements containing non-disclosure provisions, and any other agreements that contain confidentiality or non-disclosure clauses to which the City of Medford and/or Breanna Lungo Koehn in her capacity as Mayor of the City of Medford, is or was a named party, whether as plaintiff, defendant, respondent, intervenor or in any other capacity.

If there are any fees for searching or copying these records, please inform the Council President if the cost will exceed \$100.00.

Please note that the Council is requesting a waiver of all fees on the basis that the disclosure of the requested information is in the public interest and will contribute significantly to the public's understanding of the Administration's litigation history and expenditures since 2020.

The public's understanding of this history/expenditures is especially important in light of the Administration's failure to respond to City Council Resolution 26-043, that was passed on February 24, 2026, in which the Council essentially requested similar records.

The request of the Council for "non-disclosure agreements" anticipates the need for possible redactions but as Justice Botsford said for the Court in Champa v Weston Public Schools, 473 Mass. 86, 39 N.E.3d 435, (a case that involved student records) the inclusion of a contractual confidentiality clause does not override the public records law. Specifically, Justice Botsford stated:

"Although the agreement may have served as a private settlement of a dispute between the school district and one of the families living in the school district, the fact that the school district and the family contractually agreed to keep the settlement private cannot, by itself, trump the public records law and the school district's obligation to comply with the law's requirements."

In regard to "non-disclosure agreements", please note that on January 27, 2025, Governor Healey, in collaboration with State Auditor Diana DiZoglio, issued a written policy regarding the use of settlement agreements which formally prohibited the use of "non-disclosure agreements". The Governor issued this written policy as a *formalization* of a policy that she had put into effect on the first day of her administration in 2022.

This information requested is not being sought for commercial purposes.

The Massachusetts Public Records Act requires a response to this request within 10 days. If access to the records the Council is requesting will take longer than this amount of time, please contact the Council President with information about when the Council might expect copies of the requested documents.

If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify the Council President of the appeal procedures available to the Council under the law.

Thank you.

Respectfully Submitted,
Medford City Council

Council President: Isaac B. "Zac" Bears
Email: ibears@medford-ma.gov

Council Vice President: Emily Lazzaro
Email: elazzaro@medford-ma.gov

Councilor: Anna Callahan
Email: acallahan@medford-ma.gov

Councilor: Matt Leming
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Councilor: Liz Mullane
Email: lmullane@medford-ma.gov

Councilor: George A. Scarpelli
Email: scarp@comcast.net

Councilor: Justin Tseng
Email: jtseng@medford-ma.gov

A copy of this request is also being sent by email to: publicrecords@medford-ma.gov

Cc: Mayor Breanna Lungo Koehn, City Auditor Bob Dickenson



Medford City Council
Medford, Massachusetts

MEETING DATE

April 28, 2026

SPONSORED BY

Isaac Bears, Council President,
George Scarpelli, City Councilor

AGENDA ITEM

26-078 - Resolution to Update Council on 2026 Common Victualler License Process

FULL TEXT AND DESCRIPTION

Be it Resolved by the Medford City Council that we request an update from the Acting City Clerk on any outstanding Common Victualler License applications for 2026 that have not been submitted.

Be it Further Resolved that we discuss methods to support the team in the City Clerk's Office to ensure that all businesses comply with the city's licensing requirements.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



**MEDFORD, MASSACHUSETTS
MAYOR BREANNA LUNGO-KOEHN**

April 23, 2026

Via Electronic Delivery

To the Honorable President and
Members of the Medford City Council
Medford City Hall
Medford, MA 02155

Re: Capital Stabilization Fund Appropriation Request

Dear President Bears and Members of the City Council:

I respectfully request and recommend that your Honorable Body approves the following appropriation from the Capital Stabilization Fund:

That the City of Medford (the “City”) hereby appropriates the aggregate amount of four hundred thousand (\$400,000) Dollars for the purpose of paying feasibility study and schematic design costs related to a potential Accelerated Repair Project involving a potential roof and heat pump conversion replacement project at the Missituk Elementary School, located at 37 Hicks Avenue in the amount of two hundred thousand (\$200,000) Dollars, and Brooks Elementary School, located at 388 High Street in the amount of two hundred thousand (\$200,000) Dollars,, including the payment of all costs incidental or related thereto (the “Project”), which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program, and for which the City has applied for a grant from the Massachusetts School Building Authority (the “MSBA”), said amount to be expended under the direction of the Medford School Committee.

To meet this appropriation, the Mayor, with the approval of the City Council, is authorized to use funds from the Capital Stabilization Account in said amount.

The City acknowledges that the MSBA’s grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and if the MSBA’s Board of Directors votes to invite the City to collaborate with the MSBA on this proposed repair project, any project costs the City incurs in excess of any grant that may be approved by and received from the MSBA shall be the sole responsibility of the City of Medford.

The Capital Stabilization Fund currently has a balance of \$9,950,051.00.

Thank you for your kind attention to this matter.

**85 George P. Hassett Drive, Medford, MA 02155
781-396-5500 * www.medfordma.org**



**MEDFORD, MASSACHUSETTS
MAYOR BREANNA LUNGO-KOEHN**

Respectfully submitted,


Breanna Lungo-Koehn
Mayor

MSBA & Project Updates



Medford High School Building Project

- Project Web site - <https://medfordhsproject.com/>

HOME TEAM MEETINGS/EVENTS DOCUMENT LIBRARY PROJECT SCHEDULE FAQs

Medford High School Building Project

PROJECT INTRODUCTION

Welcome to the Medford High School Building Project!

This website is your resource for information about the project, the partnership with the Massachusetts School Building Authority (MSBA), the schedule, process and upcoming steps.

The project team are currently conducting the Feasibility Study which will include the status of the current conditions, and development and evaluation of potential alternative solutions, and finally helping the district come up with a final, preferred option. They will then continue through the Schematic Design Phase to determine the most educationally appropriate and fiscally responsible option for the school.

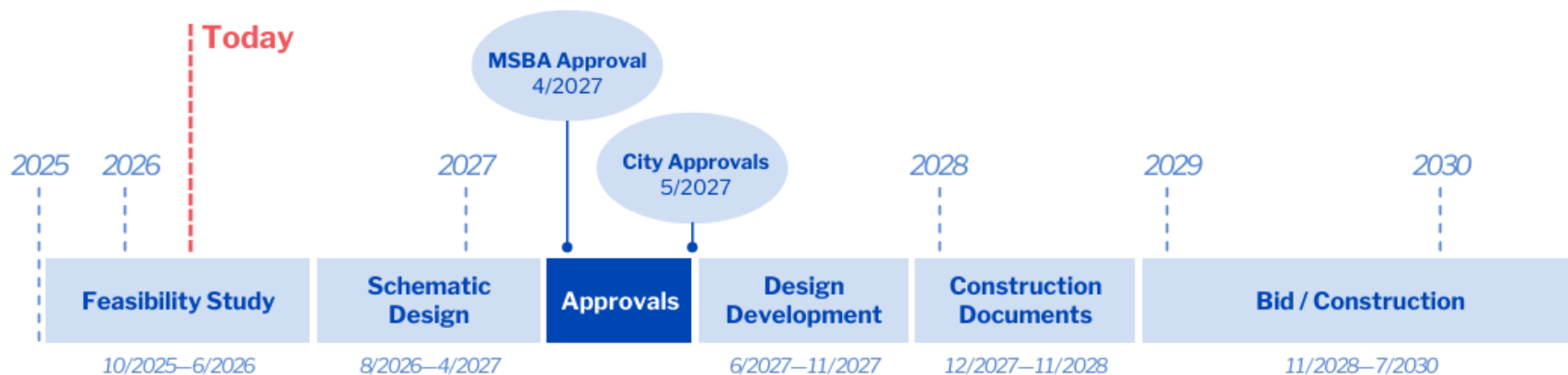
Medford High School is the largest public high school serving 9th grade – 12th grade enrollment in the City of Medford. As a result of the collaborative analysis with the Massachusetts School Building Authority of enrollment projections and space capacity needs, the design alternatives will be evaluated as part of the feasibility study based on an enrollment of 1,895 students.

The entire Feasibility Study process is estimated to take 18-24 months.

Medford High School Building Project			
SPRING EVENTS			
March 17	Public Open House	March 26	Advisory Meeting #1
March 23	Community Meeting #1	March 28	Public Open House
April 05	Community Meeting #2	April 27	Public Open House
May 11	Community Meeting #3	May 13	Advisory Meeting #2
May 26	Public Open House	May 27	Public Open House
June 3	Community Meeting #4	June 09	Public Open House
June 18	Public Open House	June 18	Public Open House

Medford High School Building Committee Meeting
April 15, 2026 on Zoom

Project Timeline



Feasibility Study Key Dates

Preliminary Design Program (PDP) 2/25/2026 submitted to MSBA
Preferred Schematic Report (PSR) 6/25/2026 submittal due to MSBA

Schematic Design Key Dates

Schematic Design (SD) Deliverable 2/2027 submittal to MSBA

PSR: Alternatives for Further Study

At the March 23, 2026 MCHSBC Meeting, the following alternatives were selected for further study:

- A.1 Code Repair
- B.1.2 Addition/Renovation
- C.2.2 Addition/Renovation
- C.3.4 Addition/Renovation
- D.1.1 New Construction
- D.2.1 New Construction

A.1



B.1.2



C.2.2



C.3.4



D.1.1



D.2.1



SMMA

LeftField



Medford High School Building Project

- Since the March 23rd meeting:
 - Community forum #3 was held to review the 6 options in more detail with the public
 - The project team worked to evolve the options including a specific request to reduce the reliance on modulars where possible. Revised designs were shared last night at the SBC meeting.
 - The SBC considered a series of proposals to change the space parameters submitted in the PDP submission. Space changes can continue through October.
 - Began work to procure a CM at Risk to join the team during schematic design for our chosen option.



SPRING EVENTS

**March
17**

**Finalize Evaluation
Criteria Matrix**

Building Committee Meeting

**March
18**

**Abutters
Meeting #1**

6:30 p.m. at MHS

**March
23**

**Narrow Down to
3-5 Design Options**

Building Committee Meeting

**March
28**

**Building Tours
of MHS**

Led by MHS Students

**April
15**

**Community
Forum #3**

Feedback on 3-5 Design Options

**April
27**

**Review Scope of
Space Summary**

Building Committee Meeting

**May
11**

**Community
Forum #4**

Feedback on Design Elements

**May
13**

**Abutters
Meeting #2**

6:30 p.m. at MHS

**May
20**

**Review & Discuss
Design Options**

Building Committee Meeting

**May
27**

**Review & Discuss
Design Options**

Building Committee Meeting

**June
3**

**Community
Forum #5**

Feedback on Design Elements

**June
10**

**Select Preferred
Design Option**

Building Committee Meeting

**June
18**

**Approve PSR
Submission**

Building Committee Meeting

Scan QR Code
for More Project
Information





Accelerated Repair Projects

- Feasibility studies for the Brooks, Missituk & Roberts
 - Study options for electrification of HVAC system - ground source, air source and hybrid heating and cooling solutions are required under the MSBA program
- Ultimate goals of each project:
 - Replace aging HVAC systems
 - Roof refurbishment/replacement - make roof solar ready
 - Potentially address any accessibility issues due to project cost.
 - Receive MSBA reimbursement for each project



Roberts Accelerated Repair Project

- MSBA has assigned PCA360 as our OPM and Rist-Frost-Shumway Engineering as the designer
- Draft schedule
 - PSR review by the City end of June/early July.
 - School Committee approval of Schematic Design late August
 - 8/27/26 submission deadline to MSBA October board meeting
 - Seek City funding approval in November.
 - Design Development January/February 2027
 - Bidding March/April 2027
 - Construction over the summer of 2027



Brooks & Missituk Accelerated Repair Project

- Missituk
 - Commenced March 2, 2026
 - Feasibility funding authorization due 6/1/2026
 - OPM and Designer assignment likely over the summer
- Brooks
 - Commences July 1, 2026
 - Feasibility funding authorization due 9/29/2026
 - OPM and Designer assignment likely by end of November



McGlynn/Andrews continued work

- HVAC substantial completed expected early September
- McGlynn liquid applied roof this fall
- Solar panel contracts in place with installation to follow HVAC and Roof project completion.



Questions?



**MEDFORD, MASSACHUSETTS
MAYOR BREANNA LUNGO-KOEHN**

April 23, 2026

Via Electronic Delivery

To the Honorable President and
Members of the Medford City Council
Medford City Hall
Medford, MA 02155

Re: Capital Stabilization Fund Appropriation Requests

Dear President Bears and Members of the City Council:

I respectfully request and recommend that your Honorable Body approves the following appropriations from the Capital Stabilization Fund:

Project	School(s)	Amount
Fire Alarm Replacement	Brooks	\$45,000.00
Fire Alarm Replacement	Missituk	\$45,000.00
Fire Alarm Replacement	Roberts	\$45,000.00
Phase II of network refresh	McG/AMS/BES/MES/RES/HS	\$425,000.00
Intercom Upgrade	Andrews	\$60,000.00
Intercom Upgrade	McGlynn	\$110,000.00
Cafeteria Tables	McGlynn	\$35,000
Condenser replacement	McGlynn	\$40,000
Doors & Windows	Andrews	\$384,525
Doors & Windows	McGlynn	\$269,282
Add railings to Caron Theater	HS	\$20,000
Flooring/Rug replacement Auditorium/Library	McGlynn	\$100,000.00
Drainage at Field/Turf Repair	Brooks	\$30,000.00
Curtain/Shade replacement	McGlynn	\$10,000.00
Window Screens	McGlynn	\$10,000.00
Auditorium Seating Repair	McGlynn	\$50,000.00
Auditorium add seating to front row	HS	\$30,000.00
McGlynn/Andrews Commissioning Repairs	McGlynn/Andrews	\$50,000.00
Caron Theater Lighting	HS	\$100,000.00

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**MEDFORD, MASSACHUSETTS
MAYOR BREANNA LUNGO-KOEHN**

As of the submission of this request, the Capital Stabilization Fund has a balance of \$9,950,051.00.

A representative from the School Department will be available to speak to these requests.

Thank you for your kind attention to this matter.

Respectfully submitted,


Breanna Lungo-Koehn
Mayor



**MEDFORD, MASSACHUSETTS
MAYOR BREANNA LUNGO-KOEHN**

April 23, 2026

Via Electronic Delivery

To The Honorable President and
Members of the Medford City Council
Medford City Hall
Medford, MA 02155

Re: Unpaid Bills of Previous Fiscal Years

Dear President Bears and City Councilors:

I respectfully request and recommend that your Honorable Body approve the expenditure of fiscal year 2027 school departmental appropriations in the amount of Forty-Eight Thousand, Eight Hundred Sixty-Six Dollars and Seventeen Cents (\$48,866.17) for the payment of prior fiscal years' bills, in accordance with M.G.L. c. 44, §64, as detailed in the enclosed documents.

Respectfully submitted,


Breanna Lungo-Koehn
Mayor

Enclosures



Medford Public Schools

489 Winthrop Street, Medford, Massachusetts 02155

Kenneth Lord, Chief Operating Officer

TO: Noel Velez
FROM: Kenneth Lord
RE: Gone Green Unpaid Bills
DATE: April 1, 2026

We have received invoices totaling \$48,866.17 from our electrical/fire alarm contractor Gone Green from FY25 and earlier. We completed the work and received invoices via email, and the invoices never processed for payment. It is unclear if failing to process these invoices was because of facilities or accounts payable staff error. Gone Green sent the invoices, but never followed up on payment until now. I would recommend that we request permission to pay these invoices from this year's budget.

I met with our staff in the facilities department to discuss the process and procedures for ensuring they properly pay invoices. They had already implemented improved record keeping this year prior to these overdue invoices being discovered. Going forward, we will implement a process of regularly checking in with vendors to ensure they receive and pay invoices. Let me know if you have questions.



Medford Public Schools

489 Winthrop Street, Medford, Massachusetts 02155

Noel Velez, Director of Finance
Kenneth Lord, Chief Operations Officer

Gone Green Electric				
Invoice Number	Date	Fiscal year	Amount	Department
7994	12/30/2022	2023	\$ 740.00	School Department
8770	12/4/2023	2023	\$ 1,292.51	School Department
9461	8/13/2024	2025	\$ 2,320.00	School Department
9484	8/22/2024	2025	\$ 724.99	School Department
9466	8/16/2024	2025	\$ 660.00	School Department
9549	9/13/2024	2025	\$ 1,106.45	School Department
9513	9/16/2024	2025	\$ 1,945.79	School Department
9550	9/20/2024	2025	\$ 5,133.84	School Department
9553	9/20/2024	2025	\$ 392.49	School Department
9548	9/27/2024	2025	\$ 590.00	School Department
9542	9/26/2024	2025	\$ 472.00	School Department
9816	12/27/2024	2025	\$ 901.12	School Department
9814	12/27/2024	2025	\$ 2,681.35	School Department
9800	12/17/2024	2025	\$ 472.00	School Department
9797	12/17/2024	2025	\$ 4,283.32	School Department
9796	12/17/2024	2025	\$ 472.00	School Department
9795	12/17/2024	2025	\$ 472.00	School Department
9766	12/11/2024	2025	\$ 1,335.30	School Department
9774	12/13/2024	2025	\$ 7,335.45	School Department
9794	12/17/2024	2025	\$ 2,927.56	School Department
9783	12/17/2024	2025	\$ 510.00	School Department
9782	12/17/2024	2025	\$ 960.00	School Department
9815	12/27/2024	2025	\$ 2,236.07	School Department
9835	1/6/2025	2025	\$ 3,723.81	School Department
10114	5/15/2025	2025	\$ 1,246.61	School Department
10110	5/23/2025	2025	\$ 1,223.45	School Department
10153	6/25/2025	2025	\$ 960.00	School Department
10152	6/25/2025	2025	\$ 720.00	School Department
10156	6/26/2025	2025	\$ 486.16	School Department
10130	6/27/2025	2025	\$ 541.90	School Department
Total			\$ 48,866.17	

It is the policy of Medford Public Schools to ensure equal opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity, age, disability, marital status, citizenship, national origin, genetics, or any other characteristic protected by law. Medford Public Schools prohibits any such discrimination or harassment.



**MEDFORD, MASSACHUSETTS
MAYOR BREANNA LUNGO-KOEHN**

April 23, 2026

Via Electronic Delivery

To the Honorable President and
Members of the Medford City Council
Medford City Hall
Medford, MA 02155

Re: FY27 CPA Budget Reserve

Dear President Bears and City Councilors:

On behalf of the Community Preservation Committee, I respectfully request and recommend that your Honorable Body approves on recommendation of the Community Preservation Committee the Community Preservation Fund Revenues in the amount of Two Million, Three Hundred Eighty-Three Thousand, Three Hundred and Eighty-Seven Dollars (\$2,383,387.00).

In addition, I respectfully request that your Honorable Body approve on recommendation of the Community Preservation Committee the Community Preservation Fund expenditures in the amount of \$2,383,387.00 as follows:

Open Space/Recreation -	\$238,338.70
Community Housing -	\$595,846.75
Historic Preservation -	\$238,338.70
Administration -	\$119,169.35
General Remainder -	<u>\$1,191,693.50</u>
Total -	\$2,383,387.00

Community Preservation Act Manager Theresa Dupont will be in attendance to address the Council.

Thank you for your consideration.

Respectfully submitted,


Breanna Lungo-Koehn
Mayor

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**MEDFORD, MASSACHUSETTS
MAYOR BREANNA LUNGO-KOEHN**

April 23, 2026

Via Electronic Delivery

To the Honorable President and
Members of the Medford City Council
Medford City Hall
Medford, MA 02155

Re: FY26 CPA Appropriation Request – Tufts Park Garden Expansion

Dear President Bears and City Councilors:

On behalf of the Community Preservation Committee, I respectfully request and recommend that your Honorable Body approve the following FY26 recommendation of the Community Preservation Committee:

Requesting the appropriation of \$4,000.00 from the CPA General Reserve to the Medford Community Garden Commission, to fund the expansion of the Tufts Park Community Garden.

The project will be tracked in the Community Preservation Fund. The CPC recommendation letter is attached and incorporated. Community Preservation Act Manager Theresa Dupont will be in attendance to address the Council.

Thank you for your consideration.

Respectfully submitted,


Breanna Lungo-Koehn
Mayor

Enclosure

**85 George P. Hassett Drive, Medford, MA 02155
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Funding Recommendation Decision

April 21, 2026

Applicant Name: City of Medford Community Garden Commission

Applicant Address: 85 George P. Hassett Drive, Medford MA 02155

Project: Expansion of the Tufts Park Community Garden

Award Amount: \$4,000.00

On April 14, 2026, the City of Medford Community Preservation Committee (“CPC”) voted 7-0 to recommend to City Council that the City of Medford’s Community Garden Commission be awarded \$4,000.00 of Community Preservation Act (“CPA”) funds to expand the existing community garden at Tufts Park. In reaching their decision, the CPC found that the project meets the CPA objective of creating and supporting community recreation.

Conditions of Approval:

1. The Community Garden Commission shall obtain approval from the Parks Commission to expand the existing garden perimeter, prior to any work commencement.

Signed by:

Roberta Cameron

F08445EDF6B4472...

Roberta Cameron, Chair
Community Preservation Committee

City of Medford

FY26 Community Preservation Act

Tufts Park Garden Expansion

EXECUTIVE SUMMARY FOR CITY COUNCIL
APRIL 28, 2026



Dear City Council,

This executive summary provides an overview of a FY26 Community Preservation Act (“CPA”) funding recommendation made by the Community Preservation Committee (“CPC”) for the Medford City Council to consider.

This recommendation took into consideration public feedback received at community outreach events/surveys and priorities of City leadership, was informed by the City’s Open Space and Recreation Plan, as well as our Comprehensive Plan. This information is intended to provide additional detail of the project and its community impact.

We thank you for your time and consideration.

Respectfully submitted,

Theresa Dupont
Community Preservation Act Manager

Project: Tufts Park Community Garden Expansion

Funding Recommendation: \$4,000

Applicant: Medford Community Garden Commission

CPA Category: Open Space/Recreation

[Link to application materials here](#) or by visiting medfordma.org/boards-commissions/community-preservation-committee and selecting ‘FY26 Applications Under Consideration’

Project Summary:

To expand the existing community garden to include 10 new planting beds. In 2025, the Tufts Park basketball courts were redone, which created a narrow strip of unutilized land between the courts and existing community garden. This project will extend the existing fence to incorporate this unused strip into the garden space, as well as purchase the new, corrugated steel planting beds and bring the total bed count to 31.

Objectives:

- Continue to provide outdoor recreational space to a growing number of residents who are requesting community garden amenities.

Key Outcomes:

- Reduce the amount of residents on community garden waitlist (150+ people)
- Increase awareness and education of home gardening

CPC Funding conditions

1. Funding is conditioned upon the Medford Community Garden Commission receiving approval from the Medford Parks Commission on the garden expansion prior to any work commencing
 - a. *Note that the Parks Commission approved the expansion at their April 21, 2026 meeting*



**MEDFORD, MASSACHUSETTS
MAYOR BREANNA LUNGO-KOEHN**

April 23, 2026

Via Electronic Delivery

To the Honorable President and
Members of the Medford City Council
Medford City Hall
Medford, MA 02155

Re: Personnel Ordinance

Dear President Bears and City Councilors:

I respectfully request and recommend that the City Council approve the following amendments to the Revised Ordinances Chapter 66 entitled “Personnel,” Article II entitled “Reserved” (the city’s “Classification and Compensation Plan),” formerly included as Art. II §§, 66-31—66-40, by adopting the following changes, effective July 1, 2026.

As the Council is aware, as a part of the City’s recent compensation and classification study, we have identified several director level positions that appear to be misaligned with appropriate salary classifications when compared to similarly structured communities.

Specifically, this review indicates that certain department head roles are currently placed below the market average for positions with comparable scope, responsibility, and organizational impact.

Because these positions function as department heads, they would typically be aligned with the salary levels above their current classification. Our market analysis confirmed that, in peer communities, these roles are consistently classified and compensated at a higher level than is currently reflected in the City’s salary structure.

To promote internal equity, market competitiveness, and appropriate recognition of departmental leadership, we are recommending adjustments to their classifications and corresponding salary ranges.

Amendment A

The language of “CAF-12” shall be amended to remove “Elections Manager” and the language of “CAF-14” shall be amended to include the following position:

“Director of Elections”

Amendment B

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MAYOR BREANNA LUNGO-KOEHN**

The language of “CAF-13” shall be amended to remove the following positions and the language of “CAF-15” shall be amended to include the following positions:

**“Director of Diversity, Equity and Inclusion”
“Director of Veterans’ Services”**

HR Director Lisa Crowley will be available to speak to these requests.

Respectfully submitted,


Breanna Lungo-Koehn
Mayor



**MEDFORD, MASSACHUSETTS
MAYOR BREANNA LUNGO-KOEHN**

**REQUEST FOR EXPENDITURE FROM LAW DEPARTMENT CLAIMS OVER
\$2,500.00 ACCOUNT #010-151-5762**

Date: April 23, 2026

To: The President and Members of the
Honorable Medford City Council

From: Breanna Lungo-Koehn, Mayor

Claimant Name: SubroIQ-Norfolk & Dedham a/s/o Jadine Bernadin
Law Department File No. 26-46

Date of Accident: October 25, 2024
Date of Settlement: March 23, 2026
Date of Trial Result: N/A
Amount of Request: **\$3,414.38**
Claimant's Attorney: N/A

Description of Alleged Claim:

The claimant, SubroIQ-Norfolk & Dedham a/s/o Jadine Bernadin, seeks reimbursement for damages to their insured's motor vehicle as a result of a motor vehicle accident with a Fire Department employee at the intersection of Main Street and Charles Street.

The necessary Release has or is being obtained from the claimant.

Breakdown of Amount Requested:

Medical Cost:	\$2,000.00
Lost Wages:	-0-
Property Damage:	\$1,414.38
Other:	-0-
Total Settlement:	\$3,414.38