



Medford City Council
Medford, Massachusetts

The First Regular Meeting, January 6, 2026

City Council

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

This meeting took 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.

Jan. 6, 2025 07:00 PM

Zoom

Link: <https://us06web.zoom.us/j/86135391440?pwd=jajDK1GhW4ihd5TZqAN1MK5L3fB>

3Mm.1

Call-in Number: +16469313860,,86135391440#,,,,*746274#

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

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

INTRODUCTION

Assistant City Clerk Richard Eliseo Jr. acknowledged and turned the gavel over to Councilor George Scarpelli.

CALL TO ORDER

Councilor Scarpelli called the meeting to order at 7:13 P.M. on January 6th, 2025 in the City Council Chamber on the second floor of Medford City Hall, 85 George P. Hassett Drive, Medford, Massachusetts, and via Zoom.

ROLL CALL

Present: Councilor Bears; Councilor Callahan; Councilor Lazzaro; Councilor Leming; Councilor Mullane; Councilor Scarpelli; Councilor Tseng. Inside the Rail: Assistant City Clerk Richard Eliseo Jr.

SALUTE TO THE FLAG

COUNCIL ORGANIZATION & ELECTION OF LEADERSHIP

26-001 – Election of a City Council President for 2026

Councilor Scarpelli opened the floor for nominations

Councilor Lazzaro nominated Councilor Issaac B “Zac” Bears (seconded by Councilor Callhan) – Approved on a roll call vote of Six in favor and one Present (Councilor Bears)

26-002 - Election of a City Council Vice President for 2026

President Bears opened the floor for nominations

Councilor Callhan nominated Councilor Emily Lazzaro (seconded by Councilor Tseng) – Approved on a Roll call vote of Six in favor and one present (Councilor Lazzaro)

26-003 - Appointment of a City Messenger for 2026 and 2027

Councilor Tseng Motioned to Table (seconded by Vice President Lazzaro) – Approved on a Voice Vote of Seven in favor, Zero opposed

26-004 - Offered by Isaac Bears, Council President



Medford City Council
Medford, Massachusetts

MEETING DATE	SPONSORED BY
January 6, 2026	Isaac Bears, Council President
AGENDA ITEM	
<u>26-004</u> - Resolution to Adopt Standing Committee Rules from Prior Year	
FULL TEXT AND DESCRIPTION	
Be it Resolved that the Standing Committee Rules be adopted as the Standing Rules of the City Council insofar as they are applicable.	
RECOMMENDATION	
FISCAL IMPACT	
ATTACHMENTS	
None	

Councilor Tsend motioned to Approve (seconded by Vice President Lazzaro) – Approved on a Voice vote of Seven in favor, Zero opposed

26-005 - Offered by Isaac Bears, Council President

January 6, 2026

26-005 - Isaac Bears, Council President

Resolution to Transfer All Papers in Committee from 2025 to 2026

Be it Resolved that the City Council transfer all Papers in Committees or on the Table from the 2025 Council to the 2026 Council.

Councilor Tseng Motioned to Approve as amended (seconded by Vice President Lazzaro) – Approved on a Voice vote of Seven in favor, Zero opposed

**ANNOUNCEMENTS, ACCOLADES, REMEMBRANCES, REPORTS, AND
RECORDS**

Records

The Records of the Meeting of December 16, 2025 were passed to Councilor Lazzaro

Vice President Lazzaro Motioned to Approve (seconded by Tseng) – Approved on a voice vote of Seven in favor, Zero opposed

Reports of Committees

22-231 - Offered by Matt Leming, City Councilor

22-321

PLANNING AND PERMITTING COMMITTEE

MEETING REPORT

TUESDAY DECEMBER 16, 2024 @ 6:00 P.M.

Attendees: Council Vice President Kit Collins, Committee Chair; Councillor Matt Leming, Committee Vice-Chair; Council President Isaac "Zac" Bears; Assistant City Clerk Richard Eliseo Jr; Councilor Anna Callahan and Councilor George Scarpelli
Absent; other participants as noted in the body of this report.

Vice President Collins called the meeting to order at 6:04 p.m. on December 16, 2025 in the Medford City Council Chambers on the second floor of Medford City Hall and via Zoom. The purpose of the meeting was to discuss Condominium Conversion Ordinance (Paper **22-321**).

Chair Collins opened the meeting by saying that people were clamoring for one final Planning and Permitting meeting before the end of the year, so I had to oblige. The action discussion item for tonight's meeting is paper 22-321 a Condominium Conversion Ordinance. This is something we have not talked about in a while. It has been on the Council's radar for a couple of terms now and was initial brought up before the Council in the context of one of the mass displacements in Medford in recent years. When a couple dozen tenants were evicted, no fault from the Bradley rd. rental building in 2022 and this was brought up as one possible strategy for the municipality to protect the stock of rental units withing a city. Many of our neighboring cities have used this method as such to meet their needs. We had a couple meeting on this in 2022, gathered and prepared some initial research and compared what some of our neighbors do and don't do through their Condo Conversion ordinances. We were able to put together this draft ordinance through a couple of preliminary meetings which were in March and September 2023. So, what we have today is a preliminary draft version which I wrote, the text did not just come out of my head it was pieced together from several different condo conversion ordinances that are currently on the books from surrounding communities. Since it has been a while I am happy to go through the draft again, but I want to quickly re-center us on the principles of the Ordinance and the why of it all. I think it is important to keep in mind as we are thinking through the levels of this ordinance, that the conversion of rentals into condos has an impact on our local Racial and class diversity because not everyone can afford to buy a home. It is a way for the public to get something back, what is often a mechanism of gentrification takes place. Vice President Collins briefly ran through the ordinance which is attached below.

CHAPTER ____ – Condominium and Cooperative Conversion.

ARTICLE I. - IN GENERAL

Section 1. Intent and Purpose.

Whereas, a serious public emergency exists with respect to the housing of a substantial number of residents of Medford; and

Whereas, an insufficient supply of new rental housing at affordable rates have resulted in a critical shortage of safe, decent, and affordably-priced rental housing accommodations; and

Whereas, increases in housing costs are exceeding increases in personal income; and

Whereas, at present in the City there is great interest in and a significant number of conversions of multiple-unit rental housing occupied by tenants into condominium units or cooperatives occupied by individual owners thereof; and

Whereas, while homeownership is good, beneficial and a laudable aspiration for many, the unchecked shrinking of the rental market is detrimental to residents for whom homeownership is not desirable or not possible, such as students, the elderly, and low-income households; and

Whereas, the expensive and displacing effects of condominium conversion evictions on tenants can be mitigated by ensuring tenants are given sufficient time to relocate and mitigation funds for relocation, and adequate time and resources can help ensure that tenants displaced by condominium conversion have the best chance of relocating within Medford instead of leaving the community;

Now therefore, be it ordained by the Medford City Council as follows:

Section 2. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- Condominium or cooperative conversion eviction:
 - an eviction of a tenant for the purpose of removing such tenant from a housing accommodation in order to facilitate the initial sale and transfer of legal title to a condominium or cooperative unit in such housing accommodation to a prospective purchaser, or
 - an eviction of a tenant by any other person who has purchased a condominium or cooperative unit in a housing accommodation when the tenant whose eviction is sought was a resident of the housing accommodation at the time the notice of intent to convert is given or should have been given to convert the building or buildings to the condominium or cooperative form of ownership pursuant to this ordinance. However, the eviction of a tenant for non-payment of rent or other substantial violation of a rental agreement shall in no event be deemed a condominium or cooperative conversion eviction, as long as the landlord would have taken the same action at the same time whether or not the owner was converting the building to condominiums.
- Condominium unit: a unit in a housing condominium as defined in G. L. c. 183A.
- Convert: the initial offer, in any manner, for sale and transfer of title to any residential unit as one or more condominium units pursuant to an individual unit deed or deeds or, in the case of a cooperative, an individual proprietary lease or leases.
- Cooperative unit, a unit in a housing cooperative as set forth in G. L. c. 157.
- Disabled tenant: A person who is disabled as defined in G. L. c. 239 Sec 9.
- Elderly tenant: A person, or a group of persons residing in the same housing accommodation any of whom has reached the age of fifty-nine (59) years or over as of the date of receipt of the notice provided for.
- Household: all tenants who occupy a unit in a housing accommodation, including a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share such unit.
- Housing accommodation: any building or buildings, structure or structures, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, or any additional residential units created out of existing residential space, together with all services connected with the use or occupancy of such property, including two or more adjacent, adjoining, or contiguous buildings under common legal or beneficial ownership which are used in whole or in part for residential purposes, but not including the following:
 - (a) housing accommodations which the United States or the commonwealth or any authority created under the laws thereof either owns or operates;
 - (b) housing accommodations in any hospital, convent, monastery, asylum, public institution or college or school dormitory operated exclusively for charitable or educational purposes, or in any nursing or rest home for the aged;
 - (c) housing accommodations in hotels, motels, inns, tourist homes, and rooming and boarding houses which are occupied by transient guests staying for a period of fewer than 14 consecutive days; and
 - (d) single family dwellings; except where additional units will be added to the same or adjacent property, whether the project adding such units is phased or not,

- and the existing single-family dwelling will be one or more or part thereof multiple condominium units governed by the same condominium association.
- **Intent to convert:** the intent to make the initial sale and transfer of title to a residential unit in a housing accommodation as one or more condominium or cooperative units pursuant to an individual unit deed or deeds, or, in the case of a cooperative, a proprietary lease or leases. Factors which shall be considered in determining whether an owner has the intent to convert are:
 - (a) a master deed or articles of organization for the housing accommodation has been prepared or recorded;
 - (b) the owner of the housing accommodation dwelling has prepared or is in the process of preparing a purchase and sale agreement for the sale of any unit as a condominium or cooperative unit;
 - (c) the owner has advertised for sale any unit in the housing accommodation as a condominium or cooperative unit;
 - (d) the owner has shown to any prospective purchaser a unit in the housing accommodation for the sale of such unit as a condominium or cooperative unit;
 - (e) the owner has made any communication, written or oral, to any person residing in the housing accommodation expressly indicating an intent to sell any unit as a condominium or cooperative unit;
 - (f) the owner has had any unit in the housing accommodation measured or inspected to facilitate the sale of the units as a condominium or cooperative unit;
 - (g) the owner has had the land surveyed, an engineering study performed, or architectural plans prepared for the purpose of converting such housing accommodation into one or more condominium or cooperative units;
 - (h) demolition of the housing accommodation and construction of condominium units;
 - (i) retaining a real estate agent for the sale of the converted unit; and
 - (j) retaining an attorney for the purpose of pursuing a conversion.
 - **Low/moderate income tenant household:** a tenant/household is a person or group of persons residing in the same unit of a housing accommodation whose total income for the 12 months immediately preceding the date the notice provided for hereunder is given or should have been given is at or below 80% of Boston Area Median Income, adjusted for household size, as published annually by the U.S. Department of Housing and Urban Development.
 - **Notice:** the notice of intent to convert required in section **Section 3** of this ordinance.
 - **Owner:** a person who holds title in any manner to a building or housing accommodation, including without limitation, a corporation, partnership or trust, and an employee, agent, servant, or other representative of such owner.

- **Owner-occupied unit:** a unit occupied as the principal place of residence by a person who has a present ownership interest in the property. No corporation, irrevocable trust, partnership, limited partnership, or association may be considered an owner-occupant.
- **Rent:** all periodic payments, and all nonmonetary consideration including but not limited to, the fair market value of goods or services rendered to or for the benefit of the landlord under an agreement, written or oral, concerning the use or occupancy of a rental unit, premises, or amenities.
- **Tenant:** a person or group of persons who are collectively entitled to occupy a unit in a housing accommodation pursuant to a rental agreement written or implied, and who occupy such unit on the date that the notice required hereunder is given or should have been given.
- **Subsidy or tenant subsidy:** any payment made by the federal or state government for or on behalf of any tenant to be applied toward the reduction of the tenant's rental payment.
- **Unit or residential unit:** the room or group of rooms within a housing accommodation which is used or intended for use as a residence by one household.

ection 3. Condominium conversion requirements.

(1) Notice requirements.

(a) Vacant units or owner-occupied units.

If an owner has an intent to convert an unoccupied or owner-occupied housing accommodation to the condominium or cooperative form of ownership, the owner shall give one-year advance notice to the review board on a form provided by the review board. This one-year notice period shall begin from the date the review board grants a conditional/preliminary permit. This one-year waiting period requirement shall not apply under the following circumstances:

- i. Where the unit had been previously occupied by the owner for the 12 months immediately preceding the unit becoming vacant; or
- ii. Where the City or its designee purchases the vacant unit that is presently occupied by the owner and has been for 12 months immediately preceding the intent to convert;
- iii. Where the unit is or converted unit shall be deed-restricted for affordability in perpetuity; or
- iv. Where the owner is selling the unit to a family member as provided for under **Section (3)(4)(b)**.

(b) Occupied units.

If an owner has an intent to convert an occupied housing accommodation to the condominium or cooperative form of ownership, such owner shall give to each tenant then residing in a unit in such housing accommodation and simultaneously

give to the condominium review board a written notice translated into the tenant's primary language, if a need for such translation has been identified or is otherwise apparent to a reasonable person. This notice shall be deemed given on the date when the notice is delivered in person to the tenant or the date on which the notice is received by the tenant after being sent by certified or registered mail, return receipt requested, or the date of service by a deputy sheriff or constable. The notice shall state the following in clear and conspicuous language:

- v. that the owner intends to file (or has filed) a master deed at the Middlesex South District Registry of Deeds or Land Registration Office in Cambridge, thereby converting the housing accommodation to a condominium; or that the owner intends to file (or has filed) articles of organization with the Secretary of the Commonwealth, thereby converting the housing accommodation to a cooperative; and
- vi. that any tenant shall have three years from the date the notice is given before the tenant shall be required to vacate the housing accommodation, except that any elderly, disabled, or low- or moderate-income tenant shall have five years from the date the notice is given before such tenant shall be required to vacate the housing accommodation; and
- vii. that, except as set forth in Section (3)(4)(b), the tenant shall have a period of 120 days, or 180 days in the case of an elderly, disabled, or low/moderate income tenant, from the date the notice is given to purchase the tenant's unit on terms and conditions which are substantially the same as or more favorable than those which the owner would, in good faith, extend or actually extends to prospective arm's length purchasers of such unit during the applicable period following the expiration of said tenant's right to purchase, as provided in Section (3)(4), provided that such terms and conditions represent fair market value for such unit in "as is" condition as described in the last sentence of Section (3)(4)(a); and
- viii. that there is a permit review process involving (1) a preliminary hearing after service of this notice and (2) a final hearing for a conversion permit at the end of the notice period or upon vacancy of the tenant, in addition to hearings as necessary that may be initiated by the tenants, owner or review board. These hearings shall be before the review board and that the tenant and owner shall be notified of the date and time at least two weeks prior to the hearing date. The tenant and owner shall have a right to attend any such hearings and to present evidence as to whether the owner has or has not met the requirements of the Condominium/Cooperative Conversion Ordinance; and
- ix. that if the tenant does not purchase the tenant's unit or another unit in the housing accommodation, the tenant has a right to relocation benefits as provided in Section (3)(5); and
- x. that the owner is obliged to find comparable housing for elderly, disabled, and low or moderate income tenants as provided in Section (3)(6) unless the owner is exempt thereunder or the notice period will be extended for an additional two years; and that no change may be made in the tenant's rental agreement during the notice period, except that the owner may increase the rent at the expiration of the tenancy agreement by an amount not to exceed the sum which would result by multiplying said rent by the percentage increase in the consumer price index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics during the calendar year immediately preceding the date of the proposed rent increase, or ten percent, whichever is less; and the owner may collect real estate taxes due under a valid tax escalation clause, provided such tax escalation clause was included within the rental agreement existing as of the date of the notice of intent to convert; and
- xi. that the tenant is entitled to an extension of the tenant's rental agreement to coincide with the period of notice, as provided in Section (3)(7) of this ordinance; and
- xii. that the tenant is entitled to freedom from unreasonable disruption and breach of quiet enjoyment as a result of rehabilitation, repairs or improvements made by the owner during the period of notice, as provided in Section (3)(9); and
- xiii. that the date the notice is deemed "given" is the date on which the notice is delivered in person to the tenant or the date on which the notice is received by the tenant after being sent by certified or registered mail, return receipt requested, or the date of service by a deputy sheriff or constable.

(c) **Protected tenants.**

The burden of proving that a tenant is elderly, disabled, or low or moderate income shall, if contested, rest with the tenant. The owner shall be entitled to provide the tenant with a written request to disclose whether the tenant claims to be elderly, disabled, or low or moderate income. In the event the tenant confirms in writing that they do not claim that they are elderly, disabled, or low or moderate income, then there shall be a rebuttable presumption that the tenant is not elderly, disabled, or low or moderate income, which presumption shall only be overcome by clear and convincing evidence to the contrary.

(2) Renting units during conversion.

- a. If an owner intends to sell or offer for sale any of the units in a housing accommodation, the owner shall give all tenants the notice required by **Section (3)(1)**. The notice required herein must be translated into the tenant's primary language if a need for such translation has been identified or is otherwise apparent to a reasonable person.
- b. If a tenant who is entitled to receive the notice of intent to convert vacates such tenant's unit either before the initial sale and transfer of title to the residential unit as a condominium unit has occurred, and/or after the owner has otherwise already obtained a conversion permit for a unit which has not expired pursuant to **Section 5**, then the owner shall give each **prospective** tenant of the unit written notice, prior to the inception of the tenancy, which informs such prospective tenant that the unit is being or will be offered for sale as a condominium or proprietary lease as a cooperative, but **such prospective tenants shall not be entitled to the protections of this ordinance, except that they shall be entitled to the benefits of any remaining notice period for which the original tenant was entitled to, not to exceed one year.** If such notice is **not** provided to the prospective tenant prior to the inception of the tenancy, the prospective tenant will then be afforded full tenant rights pursuant to **Section (1)(b)** and the applicable notice period will restart in accordance with the status of the new tenant.

(3) Condominium/cooperative eviction.

No owner shall seek or conduct a condominium or cooperative eviction against a tenant in occupancy of a housing accommodation at the time the notice of conversion was served or should have been served pursuant to **Section (3)(1)** above until the expiration of the notice period required therein. Failure of the owner to comply with the provisions of this ordinance shall constitute a defense in a summary process action against such tenant(s).

(4) Tenant right to purchase.

(a) Occupied units.

- i. An owner shall extend to a tenant who is entitled to receive notice of intent to convert an exclusive right to purchase such tenant's unit, which right shall extend for a period of 120 days, or 180 days in the case of an elderly, disabled, or low/moderate income tenant beginning on the date the tenant receives a purchase and sale agreement from the owner containing the same or more favorable terms of sale than those the owner would, in good faith, offer, or actually does offer, to prospective arms' length purchasers of such unit, provided that such terms and conditions represent fair market value for such unit in "as is" condition. A copy of such agreement shall be contemporaneously provided to the condominium review

board. Once the owner sets these terms of sale, the owner may not sell the unit under more favorable terms for 90 days from the expiration of the tenant's right to purchase. The tenant may exercise the right to purchase the tenant's unit by executing such purchase and sale agreement within the applicable period, whereupon the owner shall promptly countersign the agreement.

- ii. Where there is more than one unrelated adult tenant in a household, the right to purchase shall only apply if (a) all tenants opt to purchase the unit jointly or (b) if all tenants other than those opting to exercise their rights to purchase waive their right to purchase under this section.
- iii. If the tenant does not wish to exercise the tenant's right to purchase and the tenant so notifies the owner, in writing, prior to the expiration of the applicable period, the applicable period shall be deemed to have expired as of the date the owner receives such notice from the tenant.
- iv. The same applicable right to purchase that is provided to the tenant shall also be provided to the City of Medford or its designee, which may include the Medford Affordable Housing Trust, who will maintain the property as affordable housing in perpetuity. In the event that the city or its designee purchases such unit and to the extent possible dependent on any restrictions of funding source, no tenant shall be displaced as result of such sale. The applicable period for this right to purchase shall run concurrently with the tenant's applicable right to purchase, and shall extend to the full notice period of 120 or 180 days, whichever is applicable, unless or until the City or its designee also waive such rights in writing.
- v. In the event that the tenant wishes to exercise the tenant's right to purchase, the tenant shall have priority over any other entity also wishing to purchase the unit pursuant to a right to purchase.
- vi. Nothing herein shall be construed to provide any right to purchase, or obligation of any owner to sell, any unit for an amount which is less than the amount being offered, in good faith, to third parties, provided that such amount represents the fair market value of such unit in its condition as of the date of the notice set forth in **Section (3)(1)** above.
- vii. Fair market value shall include the cost of repairs required by law in the tenant's unit in order to sell it as a condominium and a proportional amount of costs based on square footage for repairs required by law to be performed to the common areas in order to sell the unit as a condominium. Fair market value in "as is" condition does not contemplate pricing reflecting the cost of optional upgrades or any required upgrades or repairs that are triggered by optional upgrades.

(b) Unoccupied units.

- i. With respect to unoccupied units, the owner shall provide a 120 day right to purchase to the City of Medford or its designee, within 30 days of notification to the condominium/cooperative review board of the intent to convert, containing

the same or more favorable terms or sale than those the owner intends to offer to prospective arms' length purchasers. If the City of Medford or its designee wishes to purchase, it shall inform the owner of its intent to purchase within 120 days of the notice and shall execute a purchase and sale agreement within 30 days of informing the owner of its intent to purchase.

- ii. Nothing herein shall be construed to provide any right to purchase, or obligation of any owner to sell, any unit for an amount which is less than the amount being offered, in good faith, to third parties, provided that such amount represents the fair market value of such unit in its condition as of the date of the notice set forth in **Section (3)(1)** above.

(c) Exceptions for transfer of converted unit by owner to family.

- i. If an owner has an intent to convert a housing accommodation to a condominium or cooperative form of ownership, and the owner is transferring property as part of a conversion to a relative within the fourth degree of kindred, there shall be no tenant/city right to purchase.
- ii. Any subsequent sale of such unit, after the transfer from the owner to a relative within the fourth degree of kindred, within a two-year period from the date of sale shall be subject to the city or its designee's right to purchase and all notice requirements of **Section (3)**.

(5) Relocation benefits.

(a) Payment.

- i. An owner shall pay to a tenant who is entitled to receive notice of the owner's intent to convert, and who does not purchase the unit which such tenant occupies or another unit in the same housing accommodation and who relocates within the notice period or such longer period allowed for access to public or subsidized housing as set forth in this section below, a relocation benefit of **\$10,000.00 per unit for elderly, disabled, or low/moderate income tenants and \$6,000.00 per unit for all other tenants.**
- ii. In the event that a tenant vacates the premises pursuant to a notice under this ordinance without having paid all rent due, the owner may subtract any sums owed from the required payment of moving expenses.
- iii. Relocation benefits shall be paid to the tenant no later than ten days after the date on which the tenant vacates the unit. In recognition of the fact that many relocation costs must be paid in whole or in part before a tenant actually moves out, the owner shall, upon request of the tenant, make payments, up to the amount authorized by this section, directly to a moving company, realtor, storage facility, or successor landlord (upon receipt of a signed lease, tenancy at will agreement, or letter signed by the prospective landlord indicating that he/she has agreed to rent a particular unit to the tenant as of a date certain with a copy of proof of ownership), prior to the date on which they vacate the premises.
- iv. In the event an elderly, disabled, low or moderate income tenant is seeking public or subsidized housing and requires a judgment for possession to be issued in order to obtain emergency status or other preference/priority necessary to access such housing or housing subsidy program on an expedited basis, such tenant shall continue to be entitled to the relocation benefit whether or not the tenant has vacated by the end of the notice period, so long as the tenant vacates the unit within 90 days of any trial date set forth in a summary process complaint filed against the tenant, or such longer time period as agreed upon by the parties.

(b) Annual adjustment.

This dollar amount shall be adjusted annually in February of each year, by an amount equal to the increase in the consumer price index for all urban consumers (as published by the United States Department of Labor, Bureau of Labor Statistics) during the immediately preceding calendar year.

(6) Relocation/housing search assistance.

Any owner shall assist elderly, disabled, and low or moderate income tenants who are entitled to notice of intent to convert by locating, within the five-year period of the notice to such tenants, comparable rental housing within the City of Medford which rents, for at least the remainder of the notice period, for a sum which is equal to or less than the sum which any such tenant had been paying for the tenant's unit. The failure of the owner of such residential property to find such comparable housing shall extend the period of notice required by **Section (3)(1)(b)(x)** until the owner locates such comparable rental housing, or for 2 additional years, whichever occurs first.

Exemption. Any owner who has both kept rent levels at or below Medford Housing Authority Section 8 payment standards in place at the time the notice is served for a minimum of 3 consecutive years, and has limited rent increases to no more than 5% annually for 3 consecutive years, shall be exempt from (a) being required to locate comparable rental housing and (b) from providing an additional 2-year notice period in the event that after five years, the elderly, disabled or low or moderate-income tenant has not yet located alternative housing.

(7) Extension/modification of rental agreement.

An owner shall give to a tenant who is entitled to notice of intent to convert an extension of such tenant's rental agreement, whether it be a lease or a written or oral tenancy at will, until the expiration of the notice period or the applicable right to purchase period, whichever is later. Conversely, if the three-year or five-year notice period would expire before the expiration date of such tenant's rental agreement, then the notice period shall be extended to coincide with the expiration date of such rental agreement.

The provisions of such rental agreement may not be modified by the owner except with respect to the amount of annual rent. The total increase in rent for any one year during the period of notice shall not exceed an amount equal to the sum which would result by multiplying said rent by the percentage increase in the consumer price index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics, during the calendar year immediately

preceding the date of receipt of the notice of intent to convert, or tent percent, whichever is less; provided, however, nothing herein shall limit the right of an owner to any amounts which may be due under a valid tax escalation clause, provided such tax escalation clause was included within the rental agreement existing as of the date of the notice of intent to convert. The review board shall be notified of any rent increase on a form prescribed by the review board.

(8) Regulation of conversions.

(a) Applicability of Chapter 527 of the Acts of 1983.

Owners shall be required to comply with the provisions of Section 4 of Chapter 527 of the Acts of 1983 and the provisions of this ordinance, which shall be construed to be supplementary to the provisions of Chapter 527 of the Acts of 1983. Any protection or benefits for tenants created by this ordinance or conditions imposed by the City or review board for the protection and benefit of tenants shall be in addition to, and not instead of, any benefits or protection provided by any statute of the Commonwealth or by any decision of any court.

(b) Conversion permit required.

No housing accommodation in the City shall be converted to a condominium or cooperative unless the owner shall have first secured a permit from the review board. The review board shall have the authority to grant permits for the conversion of rental housing accommodations to condominium or cooperative accommodations. Under this ordinance, no conversion of rental housing shall be licensed until the review board, by written decision, grants a permit.

(c) Permit subject to board discretion and reasonable conditions.

The Board may make the permit subject to reasonable conditions for the protection of any tenants, and the public interest of the City of Medford, including but not limited to such factors as:

- i. The hardships imposed on the tenants residing in the accommodations proposed to be converted;
- ii. The aggravation of the shortage of rental housing accommodations in the Town, especially accommodations suitable for families of low and moderate income persons, for single parent households, for elderly, for disabled people or for people on fixed incomes, which may result from the conversion;
- iii. Reasonable arrangements, made by the owner or third parties, to alleviate the hardship on the tenants affected by the proposed condominium conversion;
- iv. An intent by owner to offer a reasonable percentage of the accommodations for sale or conveyance to the Medford Housing Authority, Medford Affordable Housing Trust, or a limited profit or non-profit legal entity on such terms and conditions as will make the offeree eligible for state or federal subsidies and as will make it economically feasible for the unit to be purchased for rental to persons of low or

moderate income, wherein such units shall be permanently kept as rental accommodations for low and moderate income persons.

(9) Renovations to units during notice period.

Tenants are entitled to freedom from unreasonable disruption as a result of rehabilitation, repairs or improvements. The owner may only make repairs in a tenanted unit undergoing conversion that are required by the State Sanitary or Building Codes. Other unit renovations or improvements may only be undertaken with the express written consent of the tenant. In the event that the owner wishes to make optional upgrades to vacant units or common areas, the owner must comply with review board rules and policies regarding such repairs or renovations including, but not limited to, days and times repairs can be made, methods for notifying tenants in advance of the work schedule, rules regarding any interruption of services and clean up procedures.

(10) Tenant right to vacate.

A tenant shall be permitted to vacate the unit upon 30 days' notice without penalty regardless of the status or duration of their existing rental agreement, during the notice period.

The rights specified in this ordinance hereunder shall vest with a tenant at the time that the owner intends to convert any unit in such property to the condominium or cooperative form of ownership.

Section 4. Condominium/cooperative review board.

- (a) There is hereby established a condominium and cooperative conversion review board (hereunder, "Condominium and Cooperative Conversion Review Board" or "review board") to consist of seven full members and one alternate member. Review board members shall serve staggered terms of three years each. The review board shall include two homeowners; two tenants; at least one elderly, disabled, or low- or moderate-income person, who may be either a homeowner or a tenant; a representative from the Community Development Board; a representative from the Affordable Housing Trust or Medford Housing Authority; and an alternate who may be either a homeowner or a tenant and who shall serve as needed.
- (b) Review board members shall be appointed by the Mayor, subject to confirmation by the City Council. For good cause shown, a review board member may be removed by the Mayor prior to the expiration of such member's term of office.
- (c) Members of the review board shall receive an annual stipend of \$900 per year.
- (d) The board's duties and powers shall be as follows:
 - a. The review board shall enforce the provisions of this ordinance and shall be responsible for promulgating such rules, policies, and procedures as it may deem advisable in furtherance of its purposes.
 - b. It shall create and make available condominium and cooperative conversion permit applications.

- c. It shall issue condominium and cooperative conversion permits to owners who comply with the provisions of this ordinance, subject to board discretion and reasonable conditions as described in **Section (3)(8)**.
- d. It shall hear complaints alleging violations of this section on behalf of tenants or owners.
- e. It shall assist in public awareness programs through participation in public events and media.
- f. It shall, from time to time, establish fees, with the approval of the Mayor and City Council, for the issuing of permits.
- g. It shall acquire, analyze, use and maintain related statistics and data for planning, evaluation and to assist it in enforcing this ordinance.
- h. It shall cooperate with municipal departments and other agencies to further the objectives and purposes of this section.
- i. It shall exercise such other powers and duties as, from time to time, may be granted by the Mayor and City Council.
- j. It shall not issue a permit to any owner who has taken any action within 12 months prior to the application for the permit to circumvent the provisions of G.L. c. 527 or of this ordinance, including but not limited to: Unreasonable rent increases, reduction or elimination of services, termination of any tenancy without cause, or the imposition of new conditions of the tenancy.

Section 5. Permitting process.

(a) Application for conversion permits.

Any owner who has an intent to convert a tenant-occupied housing accommodation shall concurrently provide notice of intent to convert to the review board and tenant as required in **Section 3**. In addition, the owner shall, within 30 days of service of said notice, submit to the review board staff a fully completed application, including all required tenant and other documentation, for a conversion permit.

Any owner who has an intent to convert an unoccupied housing accommodation shall provide notice to the review board on an application form provided by the review board.

If more than 30 days elapses between the original notice and the submission of a completed application, the owner shall be required to provide a new notice of intent pursuant to **Section 3**. If this occurs, all timelines for actions required by this ordinance shall be calculated based on the date of service of this new notice.

Upon submission of a completed application for a conversion permit, a hearing will be scheduled for an upcoming regularly scheduled review board meeting. For tenanted or formerly tenanted units, the review board shall be responsible for giving written notice at least two weeks in advance to the tenant(s) and former tenant(s) stating the date, time, and place of any hearing regarding the housing accommodation in which such tenants reside or formerly resided. For non-

tenanted units, the review board's written notice date shall comply with Massachusetts open meeting law requirements.

At such hearings the owner shall appear, and tenants may appear and testify, if so desired. The review board, after reviewing relevant documents and any testimony, will render a determination regarding whether the actions taken by the owner thus far comply with this ordinance. In addition, the review board shall review with any tenants present their rights afforded by this ordinance. If the review board agrees that the owner has complied with its obligations under this ordinance, that reasonable conditions pursuant to **Section (3)(8)(c)** are deemed to be met, a permit shall be issued.

(b) Conditional and preliminary permits.

Conditional or preliminary permits may be issued if the unit is tenanted and the expiration date of any applicable notice period. An owner may not seek a final conversion permit until the tenant has vacated the unit or the notice period has expired, whichever comes first.

Where a tenant has relinquished their right to purchase their unit pursuant to **Section (3)(4)** an owner who has received a conditional/preliminary permit may sell the unit to any other purchaser prior to issuance of a final conversion permit only under the condition that the new owner takes the unit subject to the tenant's rights under this ordinance including, but not limited to, the right to remain in their unit for the remainder of any notice period, payment of relocation expenses and the duty to find comparable housing. In order to effectuate such a sale the owner must provide to the review board and the tenant a sworn document signed by the then current and future owners stating that the purchaser accepts the responsibilities of the prior owner and that they must fully comply with all obligations of the owner under this ordinance.

(c) Conversion permit granting process.

- (1) An owner may not engage in a condominium conversion eviction of a tenant or sell a unit for immediate occupancy by the purchasing owner prior to the granting of a final conversion permit by the board.
- (2) An owner of a unit that was occupied at the time the notice of intent was provided to the review board may request a conversion permit on a form provided by the review board no sooner than the earlier of: (a) the expiration of the notice period; (b) when the tenant vacates the premises, provided such vacation of the premises was fully knowing and voluntary; or (c) when the tenant purchases the unit.
- (3) An owner of a unit that was vacant at the time the notice of intent to convert was provided to the review board may request a conversion permit on a form provided by the review board at the end of any required waiting period.
- (4) In addition to other documentation required for a conditional/preliminary permit or a final conversion permit, an owner applying for a permit shall submit with the application a complete list of names and contact information of: (a) current tenants; (b) former tenants who vacated during the previous 12 months, if known, or reasonably discoverable in the exercise of due diligence; (c) any tenant who was

evicted during the previous 12 months along with a copy of the summons and complaint; and (d) any tenants who received a notice to quit or a notice of rent increase during the previous 12 months, with a copy of the notice to quit or the notice of rent increase.

(5) A conversion permit shall be granted under the following conditions: that all documents required by the review board have been submitted; that the review board has, in its discretion, made a determination in favor of conversion after a duly-noticed hearing; and that the requirements of **Section (3)(1)** in the case of a housing accommodation have been met.

(6) Notwithstanding the above, the review board may deny a conversion permit where documentation is incomplete in any material respect. The review board may also impose reasonable conditions on the granting of a permit. The review board may deny a conversion permit where it has made a determination that any document or statement is false in any material respect. In addition, the review board, in its discretion, may deny a conversion permit if the review board finds that the owner has taken any action to circumvent the state or local condominium law, including, but not limited to, unreasonable rent increases, reduction or elimination of services, termination of tenancy without cause, or the imposition of new conditions of the tenancy. The review board may revoke a conversion permit previously granted where it makes a determination that any document or statement was false in any material respect at the time of the review board's decision to grant the conversion permit. The review board shall have the power to require the submission of additional documentation, including without limitation, purchase and sale agreements, deeds, agreements with real estate brokers, and/or cancelled checks, if in the review board's reasonable judgment, such documentation is necessary to ensure the fairness of its deliberations. The review board may, in its discretion, continue a hearing. A decision shall be rendered by the review board within 60 days of the close of the hearing.

(d) Conversion permit expiration.

- 1) A conditional/preliminary conversion permit shall lapse and the owner shall reapply for a new permit on the last day of the month a unit's notice period expires, or, if a unit does not have a notice period, on the last day of the month one year from date of issuance, unless a final permit for said unit has already been requested on a form provided by the board.
- 2) A final conversion permit shall lapse and the owner shall reapply for a new permit in the case of either of the following:
 - a) the owner has failed to file a master deed within one year after the date on which the conversion permit has been granted;
 - b) When a unit is intended to be sold to family within the fourth degree of kindred but the sale is not executed within six months of the final permit being issued, or if said family member does not maintain ownership for at least two years after the sale. The owner shall submit proof of filing of the master deed and proof of sale of each unit to review board staff within thirty days of each occurrence;
 - c) Where a deed restriction limiting the sale or rental to eligible households is not recorded prior to the issuance of a certificate of occupancy, or a certificate of occupancy is not required, prior to the initial sale of the unit as a condominium under such conditions.
 - d) A final conversion permit shall not expire if a unit is excluded from the two-year notice period under **Section (3)(1)(a)** and the unit continues to be occupied by an owner, or a non-rent paying tenant or occupant, as their primary place of residence.
 - e) The review board may promulgate additional regulations on the expiry of conversion permits at its discretion and under advisement from legal counsel.

Section 6. Effective Date.

This ordinance shall take effect 6 months after its passage.

Section 7. Severability.

The provisions of this ordinance are severable, and if any provision shall be declared invalid by the valid judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining provisions, and the decision of such court shall not affect or impair any of the remaining provisions.

Section 8. Annual reporting.

The review board shall submit to the City Council, Building Department, and Office of Planning, Development and Sustainability an annual report which provides comprehensive data and other documentation on the development of conversion condominiums in the city, on the implementation of this ordinance, and other insights and data pursuant to this topic.

Section 9. Penalties for violation.

Any property owner who violates or knowingly permits a violation of a provision of this ordinance which is promulgated pursuant to the Acts of 1983, Chapter 527, Section 5, shall be punished by a fine of not less than \$1,000.00. Each violation of any individual provision shall constitute a separate offense. Nothing in this ordinance shall preclude a tenant from seeking civil remedies for violation of this ordinance as permitted by law.

All eligible fees and receipts collected pursuant to the enforcement of this ordinance or from violations thereof shall go into the Affordable Housing Trust Fund.

Any violation of this ordinance by an owner shall not affect the validity of a conveyance of a condominium unit or an interest in a housing cooperative to a purchaser who has no knowledge of the violation.

Chair Collins asked the committee members if there were any initial reactions, questions or sections anyone had or wanted to go back to. Vice President Collins recognized President Bears.

President Bears asked if Chair Collins could take the comments that she identified as decision points and put them in a top line/decision points document to guide us in the future. The other question I had was who from City staff or boards and commissions do you think we should follow up with and to have a meeting with about this. Chair Collins said PDS, building commissioner and I believe Director Hunt and Planner Evans have both been in meetings on this in the past and were super helpful, also having the CDB chair looped in would be helpful and a representative from the affordable housing trust. Chair Collins recognized Councilor Leming.

Councilor Leming asked to his understanding there was a bill of tenant right to first refusal going through the state house. So, my first question is how that component of it would interact with state law and the second is do you have an idea from your research into other communities how busy the condo review board typically is in order of magnitude as to how many applications they receive a year. So, if we make a board would how often would they have to meet once a year or once a month. Chair Collins responded by saying we have a little data on our past conversion. I can't speak to how busy other communities' condo review boards are, but my impression is this board should be modeling the CDB which meets every month. This is based on the belief we do not want to have sellers or owners waiting to long for their hearing. Just a point of information a former PDS intern put together some info on condo conversions in Medford from 2018-2022 and it is hard to find this data because we are not tracking it but the number of conversion per the registry of deeds were as follows: 24 in 2018, 30 in 2019, 29 in 2020, 37 in 2021 and 33 in 2022. Councilor Leming asked did you have anything in regard to the state law portion of it. Chair Collins recognized President Bears who stated that the bill at the state house was tenants regardless of conversion, the acts of 1983 allow this specifically for condo conversions. Chair Collins stated I think it is important to note that in Somerville the city's right of first refusal was struck down and that is still in this draft because I new this draft was going to be amended anyway, and I think that the city should have first or second right of refusal but that I think if it stays in that the City's lawyers will advise us it is illegal. Chair Collins stated just one other thing I will note for this preliminary discussion is another major point of discussion and comparison in other communities' ordinances is if certain types of buildings should be exempt. Chair Collins recognized President Bears.

President Bears made a motion to keep paper in committee, pending the memo from Vice President Collins and we invite our PDS Director, Staff and Building Commissioner to attend a future meeting on this draft ordinance.

President Bear motioned to keep paper in committee, pending memo and meeting with City staff (seconded by Councilor Leming) – Approved on a roll call vote of Three in Favor, 2 Absent (Callhan & Scarpelli).

President Bears and Councilor Leming sent praises and farewell to Vice President Collins on her last meeting as chair of the Planning and Permitting Committee.

Councilor Leming motioned to Adjourn – passed on a voice vote of Three In favor, 2 absent (Callhan and Scarpelli)

Chair Collins adjourned the meeting at 6:37 p.m.

Respectfully Submitted
Richard Eliseo Jr.
Assistant/Acting City Clerk

Councilor Leming Motioned to Approve (seconded by Councilor Tseng) – Approved on a voice vote of Seven in favor, Zero opposed

President Bears recognized Councilor Scarpelli

Councilor Scarpelli Motioned to Suspend the rules and take paper 26-011 (seconded by Councilor Leming) – Approved on a Voice vote or Seven in favor, Zero opposed

MOTIONS, ORDERS, AND RESOLUTIONS

26-011 - Offered by George Scarpelli, City Councilor, Isaac Bears, Council President

January 6, 2026

26-011 - George Scarpelli, City Councilor, Isaac Bears, Council President

Resolution to Conduct Comprehensive Review of Ambulance/EMS Contract Negotiation and Transition

WHEREAS; the City of Medford has entered into a new ambulance service contract representing a significant change in public safety service delivery; and

WHEREAS; questions have been raised regarding the negotiation process, financial management, terms of service levels, and cost implications of this transition; and

WHEREAS; the City Council has a fiduciary responsibility to ensure taxpayer funds are used efficiently and public safety standards are maintained; now therefore:

Be it Resolved that the Medford City Council hold a Committee of the Whole Meeting to conduct a comprehensive review of the ambulance service contract negotiation process and transition.

Addressing the Council:

Nancy Campbell Business Agent Local 25
Rich Ramond CEO Armstrong Ambulance
Nina Nazarian Chief of Staff
Todd Evans Medford Fire Chief
Jack Buckley Medford Police Chief
Dan Miller Armstrong Paramedic
James Friedeborn 60 Elm St
Simon Alcindor 44 Tainter St
Gaston Fiore Medford ma.
Nick Gurileo 40 Robinson Rd
Joe Musey Bowen Av
Michael Aserio Haverhill Ma.



We will only accept deliveries from UNION CARRIERS. All other deliveries WILL BE REFUSED!

Teamsters Local Union No. 25

affiliated with the

International Brotherhood of Teamsters

544 MAIN STREET • BOSTON, MASSACHUSETTS 02129-1113 • (617) 241-8825 • Fax (617) 242-4284
www.teamsterslocal25.com

January 5, 2026

THOMAS G. MARI
President/Principal Officer

STEVEN J. SOUTH
Secretary-Treasurer

JOAN C. COREY
Vice President/Business Agent

PETER S. BERRY
Recording Secretary

JOHN J. JUSZKIEWICZ, III
Trustee

EDWARD J. WELCH, JR.
Trustee

NICO A. CATANO
Trustee

JASON A. LOPES
Business Agent

JOSEPH F. FOTI
Business Agent

PETER A. ALVARADO
Business Agent

BRIAN J. HATCH
Business Agent

NANCY L. CAMPBELL
Business Agent

MILTON F. DEPINA
Field Representative

MICHAEL P. O'BRIEN
Field Representative

ERIC A. LOGAN
Field Representative

Medford City Council, Mayor Breanna Kohen Lungo,
and Concerned Members of the Medford Community:

On behalf of the more than 275 Emergency Medical Services professionals represented by Teamsters Local 25—who have proudly served the City of Medford through Armstrong Ambulance for more than 30 years—we write to express our strong support for Armstrong Ambulance and to urge immediate reconsideration of the recent termination and reassignment of the City's EMS contract.

For decades, Armstrong Ambulance has provided Medford with reliable, high-quality emergency medical services distinguished by strong clinical performance, operational consistency, and deep institutional knowledge of the community's needs. Their record is well established, and their workforce is experienced, professional, and committed to public safety. At no point has the City identified any failure in clinical care, response performance, or operational capability that would justify removal of Armstrong as Medford's EMS provider.

Rather, the sequence of events strongly suggests that Armstrong's removal followed its decision to raise legitimate concerns regarding contract payments and to insist—appropriately—that all actions comply with lawful and transparent process to protect both the City and the provider.

In May, Armstrong engaged in good-faith discussions with the City's outside counsel, KP Law, regarding these payment concerns. After Armstrong's attorneys presented the issues, KP Law acknowledged and understood the concerns raised. Throughout negotiations from April through December, Armstrong consistently demonstrated flexibility and cooperation, agreeing in principle to all of the City's requested terms for a new contract and repeatedly emphasizing a willingness to say "yes" in order to preserve continuity of service.

In late October, the City Solicitor, outside counsel (KP Law), the Police Chief, and the Fire Chief met to discuss updated contract terms and legal safeguards. During that meeting, the City Solicitor directly asked whether the Police and Fire Chiefs supported Armstrong continuing as Medford's EMS provider. Both chiefs unequivocally affirmed their support for maintaining the longstanding relationship.

Teamsters, Chauffeurs, Warehousemen & Helpers, Furniture & Piano Moving, Furniture Store Drivers,
Packers & Helpers, Conventions, Exhibit & Trade Shows, Newspaper Chauffeurs, Distributors & Helpers,
Boston and Greater Boston Area, Massachusetts



Armstrong left that meeting with the reasonable understanding that continuation of service was the expected outcome. Reinforcing that understanding, the City Solicitor indicated his intention to recommend a five-year contract to the Mayor and City Council, rather than a three-year term.

Instead, within weeks, the City Solicitor was dismissed, and the EMS contract was reassigned to a different provider. The timing and circumstances surrounding these actions raise serious concerns that the decision was motivated not by performance or public safety considerations, but by retaliation against Armstrong for insisting on proper legal and financial safeguards or for maintaining a unionized workforce.

These concerns are further amplified by the Mayor's well-documented history of strained and non-collaborative relations with Teamsters Local 25 and other organized labor partners. The decision to replace a long-standing, unionized EMS provider with a non-union company raises legitimate questions about whether labor considerations—rather than service quality, workforce stability, or public safety—played an improper role in the City's decision-making process. Such an approach risks undermining workforce morale, labor stability, and continuity of experienced emergency care for Medford residents.

This course of action is deeply troubling. It jeopardizes public safety, threatens the livelihoods and collective bargaining protections of dedicated EMS professionals, and undermines public confidence in the fairness and integrity of municipal decision-making. Most importantly, it disrupts continuity of proven, competent emergency medical care for Medford residents.

Accordingly, Teamsters Local 25 respectfully calls upon the Mayor and City Council to:

- Immediately pause implementation of the newly awarded EMS contract;
- Reinstate Armstrong Ambulance as Medford's EMS provider while a transparent and lawful review is conducted;
- Ensure that all contract decisions are based on documented clinical, operational, and public safety criteria—not retaliation for seeking legal compliance or labor representation; and
- Engage in good-faith negotiations with Armstrong Ambulance and Teamsters Local 25 to preserve jobs, protect public safety, and restore the community's trust.

Teamsters Local 25 and Armstrong Ambulance stands ready to work collaboratively with City leadership to ensure that Medford's EMS services remain safe, reliable, and professionally managed. Removing a highly qualified and long-standing provider for reasons unrelated to performance places the community at unnecessary risk and erodes confidence in public governance.

Sincerely,

Thomas G. Mari
President/Principal Officer
Teamsters Local Union No. 25


Teamsters, Chauffeurs, Warehousemen & Helpers, Furniture & Piano Moving, Furniture Store Drivers,
Packers & Helpers, Conventions, Exhibit & Trade Shows, Newspaper Chauffeurs, Distributors & Helpers,
Boston and Greater Boston Area, Massachusetts



Councilor Scarpelli motioned to refer to Committee of the Whole and invite all parties involved (seconded by Tseng) – Approved on a Voice vote or Seven in favor, Zero opposed

PETITIONS, PRESENTATIONS, AND SIMILAR PAPERS

26-006 - Petition for a Common Victualler License - Wonder HDR Holdings

	CITY OF MEDFORD City Clerk's Office 85 George P. Hassett Dr.; Rm 103 Medford, MA 02155 (781) 393-2425 <i>The Commonwealth of Massachusetts</i>	Permit No: VIC25-000038 Issue Date : 12/31/2025 Fee : 75.00
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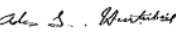
This is to Certify that a Common Victualler License is hereby granted to:

Wonder HDR Holdings LLC Massachusetts dba Wonder
Location: 55 STATION Medford, MA

In said City of Medford, and at place only and expires 12/31/2026 unless sooner suspended or revoke for the violations of the law of the Commonwealth respecting the licensing of the common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by M.G.L. Ch. 140 and amendments thereto.

Hours of Operation : Mon: 10:00 AM-11:00 PM; Tues: 10:00 AM-11:00 PM;
Weds: 10:30 AM-11:00 PM; Thurs: 10:00 AM-11:00 PM; Friday: 10:00 AM-11:00 PM; Sat: 10:00 AM-11:00 PM; Sun: 10:00 AM-11:00 PM

By Order of the Medford City Council

LICENSING AUTHORITIES

Adam L. Hurtubise
City Clerk

- Provisions set forth by the City of Medford:
- 1. Notify Medford City Clerk on location, ownership and /or name change.
 - 2. Adhere to Medford sign ordinance S.94-6.2
 - 3. Adhere to Medford Health Dept. Public Sanitation Ordinance.
 - 4. Adhere to Zoning Laws pertaining to Keno.

EXTRACTS FROM GENERAL LAWS, (TER. ED) CHAPTER 140

Section 7. An Innholder who, upon request, refuses to receive and make suitable provision for a stranger or traveler shall be punished by a fine of not more than fifty dollars.

Section 9. If, in the opinion of the licensing authorities, a licensee as an innholder or a common victualler ceases to be engaged in the business he is licensed to pursue, or fails to maintain upon his premises the implements and facilities required by this chapter, they shall immediately revoke his license. If a licensee at any time conducts his licensed business in an improper manner, the licensing authorities, after notice to the licensee and reasonable opportunity for a hearing, may upon satisfactory proof thereof suspend or revoke his license or impose a fine; provided that, the fine for the first offense within a 6 month period shall be not less than \$500 and not more than \$1,000; for the second offense within a 6 month period the fine shall be not less than \$1,000 and not more than \$2,000; for the third offense within a 6 month period the fine shall be not less than \$2,000 and not more than \$5,000; for the fourth offense within a 6 month period the fine shall be not less than \$5,000 and not more than \$10,000; and for the fifth offense within a 6 month period the fine shall be not less than \$10,000. An Innholder who violates section seven shall forfeit his license. A licensee who is convicted a second time of the violation of any of the provisions of sections six to eighteen, inclusive, shall forfeit his license.

Section 18. Every innholder and common victualler shall at all times have a board or sign affixed to his house, shop, cellar or store, or in a conspicuous place near the same, with his name legibly inscribed thereon in large letters and the business for which he is licensed inscribed thereon, and upon neglect thereof shall forfeit twenty dollars.

Section 20. Whoever assumes to be an innholder or common victualler without being licensed as such under this chapter shall forfeit one hundred dollars.


Section 21. Whoever is convicted a third time of a violation of any provision of the preceding sections, except those contained in sections seven and eight, shall, in addition to the penalties before provided, be punished by imprisonment for not more than three months

License Is non-Transferable

Addressing the Council:
Dan Brennan

Councilor Scarpelli Motioned to Approve (seconded by Councilor Tseng) – Approved on a Voice vote of Seven in favor, Zero opposed

26-007 - Petition for a Common Victualler's License - Colwen Management dba Medford Hyatt Place



CITY OF MEDFORD

City Clerk's Office
85 George P. Hassett Dr.; Rm 103
Medford, MA 02155
(781) 393-2425

Permit No: VIC25-000050
Issue Date : 12/31/2025
Fee : 75.00

The Commonwealth of Massachusetts

This is to Certify that a Common Victualler License is hereby granted to:

Colwen Management, Inc. dba Medford Hyatt Place
Location: 116 RIVERSIDE AV Medford, MA

In said **City of Medford**, and at place only and expires **12/31/2026** unless sooner suspended or revoke for the violations of the law of the Commonwealth respecting the licensing of the common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by M.G.L. Ch. 140 and amendments thereto.

Hours of Operation : Mon: 06:00 AM-01:00 AM; Tues: 06:00 AM-01:00 AM;
Weds: 06:00 AM-01:00 AM; Thurs: 06:00 AM-01:00 AM; Friday: 06:00 AM-01:00 AM; Sat: 06:00 AM-01:00 AM; Sun: 06:00 AM-01:00 AM

By Order of the Medford City Council

LICENSING AUTHORITIES



Adam L. Hurtubise
City Clerk

- Provisions set forth by the City of Medford:
- 1. Notify Medford City Clerk on location, ownership and /or name change.
 - 2. Adhere to Medford sign ordinance S.94-6.2
 - 3. Adhere to Medford Health Dept. Public Sanitation Ordinance.
 - 4. Adhere to Zoning Laws pertaining to Keno.

EXTRACTS FROM GENERAL LAWS, (TER. ED) CHAPTER 140

Section 7. An innholder who, upon request, refuses to receive and make suitable provision for a stranger or traveler shall be punished by a fine of not more than fifty dollars.

Section 9. If, in the opinion of the licensing authorities, a licensee as an innholder or a common victualler ceases to be engaged in the business he is licensed to pursue, or fails to maintain upon his premises the implements and facilities required by this chapter, they shall immediately revoke his license. If a licensee at any time conducts his licensed business in an improper manner, the licensing authorities, after notice to the licensee and reasonable opportunity for a hearing, may upon satisfactory proof thereof suspend or revoke his license or impose a fine; provided that, the fine for the first offense within a 6 month period shall be not less than \$500 and not more than \$1,000; for the second offense within a 6 month period the fine shall be not less than \$1,000 and not more than \$2,000; for the third offense within a 6 month period the fine shall be not less than \$2,000 and not more than \$5,000; for the fourth offense within a 6 month period the fine shall be not less than \$5,000 and not more than \$10,000; and for the fifth offense within a 6 month period the fine shall be not less than \$10,000. An innholder who violates section seven shall forfeit his license. A licensee who is convicted a second time of the violation of any of the provisions of sections six to eighteen, inclusive, shall forfeit his license.

Section 18. Every innholder and common victualler shall at all times have a board or sign affixed to his house, shop, cellar or store, or in a conspicuous place near the same, with his name legibly inscribed thereon in large letters and the business for which he is licensed inscribed thereon, and upon neglect thereof shall forfeit twenty dollars.

Section 20. Whoever assumes to be an innholder or common victualler without being licensed as such under this chapter shall forfeit one hundred dollars.

Section 21. Whoever is convicted a third time of a violation of any provision of the preceding sections, except those contained in sections seven and eight, shall, in addition to the penalties before provided, be punished by imprisonment for not more than three months

License Is non-Transferable

Addressing the Council:
Kevin Butler MQMH

Councilor Scarpelli motioned to Approve (seconded by Councilor Tseng) – Approved on a Roll call vote of Seven in favor, Zero opposed

MOTIONS, ORDERS, AND RESOLUTIONS CONT.

26-008 - Offered by Isaac Bears, Council President

January 6, 2026

26-008 - Resolution to Name Richard Eliseo as Acting City Clerk until a New Clerk is Hired

Whereas, City Clerk Adam L. Hurtubise officially stepped down from his office on December 31, 2025; now, therefore:

Be it Resolved by the Medford City Council that we confirm that Assistant City Clerk Richard Eliseo Jr. is serving as the acting city clerk pursuant to state law, city charter, and city ordinances until such time that the City Council votes to appoint a permanent City Clerk.

Be it Resolved that he receive the full Compensation out of grade pay as the ordinances say the City Clerk should be paid, until such a time as the Clerk position is solidified.

Be it Further Resolved that the compensation be retroactively granted to January 1st, 2026

Councilor Scarpelli to Motioned to Approve as Amended (seconded by Councilor Callhan) – Approved on a roll call vote of Seven in Favor, Zero opposed

26-009 - Offered by Matt Leming, City Councilor, Isaac Bears, Council President

January 6, 2026

26-009 - Matt Leming, City Councilor, Isaac Bears, Council President

Resolution to Support SMFA Professors at Tufts Pursuing a Fair Contract

WHEREAS, The City of Medford recognizes the vital role that artists and educators play in enriching civic life, and affirms the right of all workers to collectively bargain and be treated with dignity and respect; and

WHEREAS, Professors of the Practice (PoPs) at Tufts University's School of the Museum of Fine Arts (SMFA) are dedicated full-time professors and practicing artists whose instruction, mentorship, and creative work are the backbone of the SMFA's academic excellence;

WHEREAS, The SMFA PoPs are currently engaged in contract negotiations seeking a fair agreement that addresses issues including salaries that keep pace with the cost of living, equitable promotion and review processes, manageable workloads, and basic institutional support; and

WHEREAS, Faculty have reported that bargaining has not been going well, and that Tufts has attempted to silence vocal union members while failing to meaningfully address their concerns; and

WHEREAS, While student enrollment at the SMFA has tripled in recent years, the number of full-time PoPs has dropped from 40 to 30, with the university refusing to fill vacancies, overburdening current faculty; and

WHEREAS, Current compensation is unsustainable for faculty who have to cover added costs such as studio space essential for them to perform their job, forcing 11 faculty members to live out of state. PoPs are requesting a 4% cost-of-living increase, but Tufts has offered only 2.75%, alongside salary minimums that fall well below those of peer institutions; and

WHEREAS, BIPOC and international faculty face additional barriers, including inequitable treatment Page 21 of 28 compared to colleagues on the main campus, and delayed or inconsistent visa support that has left international faculty in precarious legal and employment situations; and

WHEREAS, At a time when institutions of higher education, international students and faculty, and the arts are under threat nationwide, Tufts University's failure to adequately support its SMFA faculty jeopardizes not only their livelihoods, but also the long-term health and reputation of the university and its contributions to the City of Medford;

NOW, THEREFORE BE IT RESOLVED: That the Medford City Council stands in solidarity with the SMFA Professors of the Practice at Tufts University in their pursuit of a fair contract, supports the right of all workers to organize without fear of retribution, and urges Tufts to bargain in good faith by addressing faculty concerns regarding salary, equity, and institutional support;

AND BE IT FURTHER RESOLVED that the Council recognizes SMFA Faculty as essential contributors to the cultural and educational vitality of the City of Medford and calls on Tufts University to uphold its stated values of equity, inclusion, and academic excellence by investing in its faculty accordingly.

Addressing the Council:

Simon Alcindor 44 Tainter St

Councilor Leming Motioned to Approve (seconded by Councilor Callhan) – Approved on a Voice vote of Seven in favor, Zero opposed

26-010 - Offered by George Scarpelli, City Councilor

January 6, 2026

26-010 - George Scarpelli, City Councilor

Resolution to Hold Public Forum and Draft Ordinance Regarding City Services on Private Ways

Whereas; the City Administration has implemented a policy of service denial to residents of Medford that reside on private ways, and

Whereas; the City Administration's policy forces the financial responsibilities of infrastructure repair upon residents of private ways creating an additional financial burden on the residents, and

Whereas; the City Administration has denied these residents the basic repairs and maintenance to neighborhood streets, sidewalks, trees creating safety, quality of life and equity issues; now, therefore:

Be it resolved that the City Council address the disparity in services provided to residents of Private Ways in public forum with the necessary Department Heads and Policy Makers, and

Be it resolved the City staff and communications department will draft an informational document for residents of private ways to inform them of what services they can expect from the city.

Be it Further resolved we request from legal a memo clarifying what municipal ordinances can and cannot be passed to regulate private ways.

Addressing the Council:

Tim McGivern Commissioner of Public works
Simon Alcindor 44 Tainter St
Jennifer Sullivan 35 Washington St
Nick Gurileo
Gaston Fiore

Councilor Scarpelli motioned to Approve as Amended by Councilor Callhan and Leming (seconded by Councilor Mullane) – Approved on a Voice vote of Seven in favor, Zero opposed

COMMUNICATIONS FROM THE MAYOR

26-012 - Submitted by Mayor Breanna Lungo-Koehn



MEDFORD, MASSACHUSETTS
MAYOR BREANNA LUNGO-KOEHN

December 31, 2025

Via Electronic Delivery

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

Re: Proposed Wage Adjustment for DPW Superintendents / Building Department Inspectors / Recreation Union

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, Article II.

CITY OF MEDFORD
AMENDMENT TO REVISED ORDINANCES
CHAPTER 66, ARTICLE II

BE IT ORDAINED by the City Council of the City of Medford in Chapter 66 entitled "Personnel," Article II entitled "Reserved" the city's classification and compensation plan, formerly included as Art. II, §§ 66-31—66-40, amend the figures as they presently appear next to the following title by adjusting each to reflect the following percentage wage increases and effective dates:

DPW Superintendents / Building Department Inspectors / Recreation:

- Effective July 1, 2022: increase the base salary of all DPW Superintendents / Building Department Inspectors / Recreation union titles by 2.5%
- Effective July 1, 2023: increase the base salary of all DPW Superintendents / Building Department Inspectors / Recreation union titles by 2.5%
- Effective July 1, 2024: increase the base salary of all DPW Superintendents / Building Department Inspectors / Recreation union titles by 3%
- Effective July 1, 2025: increase the base salary of all DPW Superintendents / Building Department Inspectors / Recreation union titles by 2.5%
- Effective July 1, 2026: increase the base salary of all DPW Superintendents / Building Department Inspectors / Recreation union titles by 2.5%
- Effective July 1, 2027: increase the base salary of all DPW Superintendents / Building Department Inspectors / Recreation union titles by 2.5%

Human Resources Director Lisa Crowley will be available to answer any questions.

Thank you for your kind attention to this matter.

Respectfully submitted,


Breanna Lungo-KoeHN
Mayor

Councilor Scarpelli Motioned to waive Three readings and Approve to be ordained (seconded by Councilor Tseng) – Approved on a Roll call vote of Seven in favor, Zero opposed

26-013 - Submitted by Mayor Breanna Lungo-KoeHN



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

December 31, 2025

Via Electronic Delivery

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

Re: Capital Stabilization and Water & Sewer Capital Stabilization Appropriation Requests

Dear President Bears and City Councilors:

I respectfully request and recommend that your Honorable Body approve appropriations from the:

1. Capital Stabilization Fund in the amount of Thirty-Seven Thousand Two Hundred Twenty-Three Dollars and Zero Cents (\$37,223.00) for a hybrid SUV DPW Admin Vehicle.

The balance of the Capital Stabilization Fund before this vote is \$10,568,569.

2. Water & Sewer Capital Stabilization Fund in the amount of Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) to supplement design and/or construction funding for water main replacement projects including, but not limited to, Capen Street, Grove Street, Bussel Road, Century Street Ext., Playstead Road, Woods Road, Roberts Road, Kilgore Avenue, Monument Street and Sharon Street:

The balance of the Water & Sewer Capital Stabilization Fund before this vote is \$1,765,000.

DPW Commissioner Tim McGivern and City Engineer Owen Wartella will be available to answer questions.

Respectfully submitted,


Breanna Lungo-KoeHN
Mayor

Addressing the Council:

Tim McGivern Commissioner of Public works
Owen Wartella City Engineer
Sue Eddleman 7 Bussel Rd

Vice President Lazzaro (seconded by Councilor Leming) – Approved on a Roll call vote of Seven in favor, Zero opposed.

PUBLIC PARTICIPATION



RECEIVED
CITY CLERK
MEDFORD, MASS.

2025 DEC 31 AM 10:37

PUBLIC PARTICIPATION PETITION

Description:

Would like to speak about permit parking in the "XHX" zone. The fee for my family is ridiculous. Permit parking was forced on us. Plenty of people can park freely in front of their homes. Not opposed to permit but am opposed to paying.

Resident Name: Robin Dooling

Resident Address: 74 Hume Ave, Medford

Email Contact Information: gdooling51@comcast.net

Addressing the Council:

Robin Dooling 74 Hume Ave
Simon Alcindor 44 Tainter St
Gaston Fiore
Andrew Castignetti

Councilor Scarpelli (seconded by Vice President Lazzaro) – Approved on a voice vote of Seven in favor, Zero opposed

Meeting Adjourned at 10:45

Respectfully Submitted

Richard Eliseo Jr
Acting City Clerk

