



City of Revere, MA

City Council

Meeting Agenda

Spanish interpretation can be requested at least 48 business hours prior to the public meeting by emailing translation@revere.org.

La interpretación en español puede solicitarse al menos 48 horas hábiles antes de la reunión pública enviando un correo electrónico translation@revere.org.

Monday, September 28, 2026

6:00 PM

City Council Chamber, 2nd Floor

5:00PM Legislative Affairs Sub-Committee Meeting

Salute to the Flag

Roll Call of Members

1. Approval of the minutes of the August 24, 2026 City Council meeting.
Attachments: [CityCouncilMinutes08242026.pdf](#)
2. Approval of the minutes of the September 14, 2026 City Council meeting.
Attachments: [CityCouncilMinutes09142026.pdf](#)
3. [26-188](#) Motion presented by Councillor Guarino-Sawaya: That the City Council award a Certificate of Commendation to Anthony Pio in recognition of his extraordinary compassion, vigilance, and quick thinking actions he took on September 4, 2026 to bring aid to a senior resident, and in recognition of his ongoing dedication to the senior citizens of the City of Revere.

Public Hearings

4. [26-191](#) Hearing called as ordered on the application of Cleison Sarnaglia, 52 Fairview Street, Winthrop, MA 02152 requesting a Chapter 148 License from the Revere City Council to operate a special garage for the purpose of conducting the business of an auto body shop at 535 Broadway, Revere, MA 02151 (MBP 16-262-263-30).
Attachments: [Chapter148License.535Broadway.pdf](#)
5. [26-173](#) Hearing called as ordered on, An Ordinance Further Amending Section 12.04.280

Street Closure Notice of the Revere Revised Ordinances.

Attachments: [Street Closure Notice Ordinance Amendment Cogliandro McKenna 08242026.pdf](#)

6. [26-174](#) Hearing called as ordered on, An Ordinance Further Amending the Zoning Ordinances of the City of Revere Relative to Body Art Establishments.

Attachments: [Body Art Zoning Ordinance Amendments 08242026.pdf](#)

7. [26-187](#) Hearing called as ordered on, An Ordinance Further Amending the Revised Ordinances of the City of Revere Relative to Tree Preservation.

Attachments: [Tree Preservation Ordinance 09092026.pdf](#)

Public Comment Pursuant to Chapter 402 of the Acts of 1965

Legislative Affairs Sub-Committee Report

8. [26-139](#) An Ordinance Establishing Regulations for Naming City Property in the City of Revere.

Attachments: [CityPropertyNamingRegulationsOrdinance07132026.pdf](#)

9. [26-162](#) Motion presented by Councillor Argenzio: That the City Council order to a public hearing, An Ordinance Establishing a Unified Rental Registry and Inspection Program, and Amending and Restating the Regulation of Short-Term Rentals.

Attachments: [RentalRegistryOrdinance08102026.Argenzio.pdf](#)
[RentalRegistryOrdinanceSummaryGuide08102026.Argenzio.pdf](#)
[Revere Unified Rental Registry — City Council.pptx.pdf](#)

Communications

10. [26-192](#) Communication from the Mayor relative to the reappointment of Mario Grimanis to the Disability Commission.

Attachments: [M. Grimanis Disability Commission Reappointment Letter](#)

11. [26-193](#) Communication from the Mayor relative to the reappointment of Kathleen Savage to the Board of Health.

Attachments: [K. Savage Board of Health Reappointment Letter](#)

12. [26-194](#) Communication from the Mayor relative to the reappointment of Toby Pearlstein to the Library Board of Trustees.

Attachments: [T. Pearlstein Reappointment Letter Library Board](#)

13. [26-195](#) Communication from the Mayor relative to the reappointment of Deborah Frank to the Affordable Housing Trust Fund Board.

Attachments: [D. Frank Reappointment Letter AHTFB](#)

14. [26-196](#) Communication from the CFO requesting a bond authorization in the amount of \$16,500,000 for the Wonderland Eminent Domain Taking Agreement for Judgment.

Attachments: [Bond Authorization-Wonderland Eminent Domain.pdf](#)

15. [26-197](#) Communication from the CFO relative to the Memorandum of Agreement (Crossing Guards) covering the period of July 1, 2026 - June 30, 2029.

Attachments: [Memorandum of Agreement \(Crossing Guards\).pdf](#)

16. [26-198](#) Communication from the CFO requesting an appropriation in the amount of \$125,000 from the Capital Improvement Stabilization Fund the Garfield School elevator design.

Attachments: [Appropriation for Engineering Services.pdf](#)

17. [26-199](#) Communication from the CFO requesting an appropriation in the amount of \$50,000 from the Capital Improvement Stabilization Fund for city-wide tree trimming.

Attachments: [Appropriation for City Tree Trimming.pdf](#)

18. [26-200](#) Communication from the CFO requesting an appropriation from the ETP Fund in the amount of \$3,000 for technology upgrades at the Public Library.

Attachments: [Transfer ETP to Library.pdf](#)

19. [26-201](#) Communication from the CFO requesting an appropriation from the Cable Access Receipt Reserve Fund in the amount of \$83,242.44 to pay RevereTV's quarterly invoice.

Attachments: [Transfer Cable to Tv .pdf](#)

Motions

20. [26-202](#) Motion presented by Councillors Cogliandro and Guarino-Sawaya: That the Mayor request the Chief of Planning & Community Development to conduct an intersection configuration study at the intersection of Broadway and Revere Street

to include but not limited to lane configurations, delineation markings, parking restrictions, and crosswalks/curb ramps.

21. [26-203](#) Motion presented by Councillor McKenna: That the Mayor be requested to contact the USPS to investigate as to why Revere residents are not receiving mail everyday. Residents have been reporting that mail delivery only occurs about once per week.
22. [26-204](#) Motion presented by Councillor Kelley: That the Mayor be requested to establish, through the CFO and Water and Sewer Department, a one-season pilot program for residents who do not have a separate exterior water meter and qualify for the City's Senior Water & Sewer Discount Program; namely, residents age 65+ who are the owner of record and occupy a one, two or three-family property. The City would establish each participating senior's average winter water usage to be used as a baseline. For the July and October billing periods, the senior would pay for all water used, but sewer charges would be based on the winter baseline, thereby eliminating sewer charges on excess seasonal usage, if any. Following the pilot, the Water and Sewer Department shall report to the City Council the number of participants, total sewer credits provided, and its recommendations regarding continuation and/or expansion of the program.
23. [26-205](#) Motion presented by Councillor Guarino-Sawaya: That the Mayor request the appropriate City departments to immediately coordinate with DCR regarding the Revere Beach Boulevard milling and paving project scheduled from September 27 through October 23, 2026, and provide the City Council with a written traffic and neighborhood-impact plan. The plan should identify all detour routes, anticipated impacts on Revere Street, North Shore Road and surrounding Ward 5 neighborhoods; overnight equipment-staging locations; noise and lighting controls; parking restrictions; emergency-access arrangements; and the method and timing of notifications to residents and businesses. DCR shall also be requested to provide a designated project contact and telephone number for questions or complaints and to post that information clearly at the work site throughout the project.
24. [26-206](#) Motion presented by Councillor Guarino-Sawaya: That the Mayor request Planning and Community Development Department, in coordination with the Department of Public Works and Engineering to identify and submit up to two Ward 5 coastal resilience project concepts during the FY2028 Environment & Climate One Stop Expression of Interest period, which closes October 16, 2026. The City should consider flood access and evacuation in Point of Pines; drainage in Oak Island and Riverside; shoreline protection near Gibson Park; and flooding along the Revere Beach Boulevard-North Shore Road corridor. The departments should report to the City Council which concepts they select, the feedback received from the state, and their plan for the formal grant application.

Adjournment



Salute to the Flag

Roll Call of Members

Present: Councillor Argenzio, Councillor Cogliandro, Councillor Giannino, Council Vice President Guarino-Sawaya, Councillor Haas III, Councillor Kelley, Councillor McKenna, Councillor Mercurio, Councillor Silvestri, and Council President Zambuto

Absent: Councillor Novoselsky

1. Approval of the minutes of the meeting of August 10, 2026.
Minutes of the August 10, 2026 meeting of the City Council were unanimously approved.

RESULT: APPROVED

Public Hearings

2. [26-169](#) C-26-12, Hearing called as ordered on the application of Martin Carbo, 263 Oakwood Avenue, Revere, MA 02151 requesting a special permit from the Revere City Council to alter and extend an existing non-conforming structure, by adding two floors, consisting of two residential units each, to the existing structure at 191 Revere Street, Revere, MA 02151.

Attachments: [C2612.191RevereStreet.pdf](#)
[JanetStephanieAddonizio.Proponent.pdf](#)

Proponents

Martin Carbo, applicant, 263 Oakwood Avenue, Revere, MA
Louis Mario, 60 Stowers Street, Revere, MA
Janet Addonizio, 195 Revere Street, Revere, MA

Opponents

none

The applicant, Martin Carbo, 263 Revere Street, Revere, MA owner of 191 Revere Street, requested a special permit to add two floors to an existing one-story commercial building to create four residential units while retaining the commercial use on the first floor.

An abutter raised concerns regarding an existing six-inch clay sewer line that crosses the applicant's property and has reportedly been in place for approximately 80 years. The applicant agreed to camera the line before and after construction to identify any construction-related damage. The abutter also requested measures to prevent roof runoff from entering his property

and raised concerns regarding the location and maintenance of proposed commercial trash and recycling dumpsters, as well as preservation of existing trees that provide a buffer from Revere Street.

Councillors indicated that these issues should be addressed during the Zoning Sub-Committee meeting and Site Plan Review processes and encouraged the applicant and abutter to reach written agreements that could potentially be incorporated as conditions of the special permit. Concerns were also raised about whether the existing clay sewer line should be replaced or relocated in consultation with the Water and Sewer Department.

The proposed residential units would have no dedicated off-street parking. It was stated that the building would be made ineligible for residential parking stickers and that an MBTA bus stop is located directly in front of the property.

Councillors also identified a significant concern regarding the proposed means of egress. The plans showed balconies at the rear but did not provide a second means of egress. The applicant was advised that a compliant second means of egress and unobstructed exit path would need to be incorporated into the plans before approval by site plan review and the Building Department.

The applicant confirmed that the first floor would remain commercial and that the proposal requires a special permit rather than ZBA relief.

The City Council referred the special permit to the Zoning Sub-Committee for further discussion.

RESULT: REFERRED TO COMMITTEE

3. **26-170** C-26-13, Hearing called as ordered on the application of Domenic LaSala, 269 Revere Street, Revere, MA 02151 requesting a special permit from the Revere City Council to enable the appellant to modify and extend an existing single-story non-conforming residential structure by constructing a second-floor addition at 269 Revere Street, Revere, MA 02151.

Attachments: [C2613.269RevereStreet.pdf](#)

[269 Revere Street Pic 1.jpg](#)

[269 Revere Street Pic 2.jpg](#)

[269 Revere Street Pic 3.jpg](#)

Proponents

Domenic LaSala, applicant, 269 Revere Street, Revere, MA

Robert LaSala, applicant, 237 Fenno Street, Revere, MA

Opponents

none

Dominic Lasala, 269 Revere Street, requested approval to construct a 20' x 32' addition to his longtime residence to provide additional living space and accommodate visits from his

grandchildren.

Councillors Guarino-Sawaya and Mercurio expressed support for the addition. Councillor Guarino-Sawaya stated that she toured the property and found the existing home to be very small, with sufficient land to accommodate the addition without negatively affecting abutters. Councillor Mercurio stated that he reviewed the plans and supported the proposal.

The City Council referred the special permit to the Zoning Sub-Committee for further discussion.

RESULT: REFERRED TO COMMITTEE

Communications

4. [26-171](#) Communication from the CFO requesting an appropriation from the Cable Access Receipt Reserve Fund for the purpose of paying RevereTV's quarterly invoice.

Attachments: [ReverTVQuarterlyInvoiceAppropriation](#)

Rich Viscay, CFO addressed the City Council on this request.

“SHALL THE CITY COUNCIL APPROVE AN APPROPRIATION FROM THE CABLE ACCESS RECEIPT RESERVE FUND IN THE AMOUNT OF \$127,253.15 TO PAY REVERETV’S QUARTERLY INVOICE?”

RESULT: ORDERED

Yes: Councillor Argenzio, Councillor Cogliandro, Councillor Giannino, Council Vice President Guarino-Sawaya, Councillor Haas III, Councillor Kelley, Councillor McKenna, Councillor Mercurio, Councillor Silvestri, and Council President Zambuto

Absent: Councillor Novoselsky

5. [26-172](#) Communication from the CFO requesting that the City Council approve the establishment of a "Revere Police Department Gift Account" pursuant to MGL c. 44, s. 53A.

Attachments: [Gift and Donation Account.pdf](#)

Addressing the City Council were Police Captain Malone and Rich Viscay, CFO.

The CFO requested approval to establish a Revere Police Department gift account pursuant to M.G.L. c. 44, § 53A to receive and segregate donations for community outreach initiatives.

Captain Malone explained that the Police Department recently purchased an all-electric community service vehicle called the “CARE Wagon,” representing Community Access, Resources, and Engagement. The vehicle will operate year-round throughout the city to support community engagement activities, including ice cream distribution, Coffee with a Cop, clothing

and toy drives, homeless outreach, behavioral health services, and neighborhood events. Donations from residents and businesses will be used exclusively to support the vehicle's community programs and services.

Councillors Silvestri, McKenna, and Gianino expressed support for the initiative and its potential to strengthen relationships between police officers and residents.

“SHALL THE CITY COUNCIL APPROVE THE ESTABLISHMENT OF A “REVERE POLICE DEPARTMENT GIFT ACCOUNT” PURSUANT TO MGL c. 44, s. 53A?”

RESULT: ORDERED

Yes: Councillor Argenzio, Councillor Cogliandro, Councillor Giannino, Council Vice President Guarino-Sawaya, Councillor Haas III, Councillor Kelley, Councillor McKenna, Councillor Mercurio, Councillor Silvestri, and Council President Zambuto

Absent: Councillor Novoselsky

Public Comment Pursuant to Chapter 402 of the Acts of 1965

There were no participants for public comment.

Motions

6. [26-173](#) Motion presented by Councillors Cogliandro, McKenna, Guarino-Sawaya: That the City Council order to a public hearing, An Ordinance Further Amending Section 12.04.280 Street Closure Notice of the Revere Revised Ordinances.

Attachments: [Street Closure Notice Ordinance Amendment Cogliandro McKenna 08242026.pdf](#)

City Council ordered the proposed ordinance to a public hearing on September 28, 2026.

RESULT: ORDERED TO PUBLIC HEARING

7. [26-174](#) Motion presented by Councillor Cogliandro: That the City Council order to a public hearing, An Ordinance Further Amending the Zoning Ordinances of the City of Revere Relative to Body Art Establishments.

Attachments: [Body Art Zoning Ordinance Amendments 08242026.pdf](#)

City Council ordered the proposed ordinance to a public hearing on September 28, 2026.

RESULT: ORDERED TO PUBLIC HEARING

8. [26-175](#) Motion presented by Councillor Guarino-Sawaya: That the Mayor request the appropriate City departments to establish a requirement that all qualifying construction and demolition projects post a clearly visible project information sign at the property for the duration of the permitted work. The sign shall be posted in a location readily visible from the public way and shall include, at a minimum: permit number, property address, name of contractor and/or

developer, permitted construction hours, project contact telephone number, and City department/contact information for residents to report complaints or concerns. The appropriate departments are further requested to determine the types and size of projects that would be subject to this requirement and establish appropriate standards for the size, placement, visibility, and maintenance of the signage.

The City Council referred the motion to the Zoning Sub-Committee for further discussion.

RESULT: REFERRED TO COMMITTEE

Adjournment

The City Council now stands adjourned to meet on September 14, 2026.



Salute to the Flag

Roll Call of Members

Present: Councillor Argenzio, Councillor Cogliandro, Councillor Giannino, Council Vice President Guarino-Sawaya, Councillor Haas III, Councillor Kelley, Councillor McKenna, Councillor Mercurio, Councillor Novoselsky, Councillor Silvestri, and Council President Zambuto

Public Comment Pursuant to Chapter 402 of the Acts of 1965

The following residents addressed the City Council during public comment:

Kevin Fuentes, 11 Oak Island Road, Revere, MA in support of 128 Towing.
Jihane Bouhennana, 37 Sears Street, Revere, MA in support of 128 Towing.
Siham Fatmi, 61 Proctor Avenue, Revere, MA in support of 128 Towing.

Three proponents spoke in support of 128 Towing and Recovery. They described the company as a local, family-operated business that provides responsive towing services and contributes to the community. One speaker shared a personal experience in which the company provided timely assistance when other towing services were unavailable or prohibitively expensive.

Siham Fatmi, An owner of 128 Towing discussed the challenges of navigating the permitting process as a first-time business owner and stated that earlier guidance to contact the Ward Councillor could have improved the process. She emphasized the owners' ties to Revere and asked the City Council to consider their efforts to comply with the permitting requirements.

Marisa Todisco, 360 Revere Beach Boulevard, Revere, MA in opposition of Flock technology.
Joseph McHugh, 848 North Shore Road, Revere, MA in opposition of Flock technology.
Maria Fenn, 188 Crest Avenue, Revere, MA about Flock technology.
Travis Alpert, 19 Cooledge Street, Revere, MA spoke in opposition of 128 Towing.
Janine Capone, 360 Revere Beach Boulevard, Revere, MA in opposition of Flock technology.

Residents raised concerns regarding the City's use of Flock license plate recognition cameras, including officer access and authorization, the legitimacy of searches, data retention and sharing, privacy protections, and compliance with departmental policies. They requested greater transparency regarding the Police Department's policies and emphasized the need for strict oversight and accountability for unauthorized use of the technology.

1. **26-119** Motion presented by Councillor Cogliandro: That the Mayor request the Chief of Police to appear before or provide to the City Council, information regarding existing Massachusetts laws and local enforcement options related to excessively

loud motor vehicles, modified exhaust systems, street racing activity, and other vehicle noise disturbances impacting neighborhoods throughout the City of Revere. Further, requesting that the Administration and Police Department consider establishing a clear and accessible reporting process for residents experiencing ongoing disturbances from excessively loud vehicles.

Police Chief Maria LaVita addressed the City Council.

Enforcement of excessive vehicle noise, modified exhaust systems, and street racing. Chief LaVita explained that current Massachusetts law permits enforcement of excessive vehicle noise but relies largely on an officer's observations because no specific decibel standard currently applies. Proposed House Bill 1716 would establish measurable noise limits and strengthen enforcement of illegal exhaust modifications.

The Chief stated that the Police Department coordinates with other law enforcement agencies to identify potential street racing and vehicle meet ups and relies on information from residents. Residents were advised to report active disturbances to the Police Department's non-emergency line, use 911 for emergencies, and contact the Traffic Division regarding recurring neighborhood problems. Anonymous information may also be submitted through TIP 411. He further noted that increased staffing will allow the Department to dedicate additional resources to traffic enforcement.

RESULT: PLACED ON FILE

2. [26-127](#) Motion presented by Councillor Silvestri: That the Mayor request the Chief of Police and the Director of Parking to appear before the City Council to speak about flock systems such as how they are used, who has access to the data, and how that data is being shared.

Police Chief Maria LaVita discussed the Revere Police Department's use of automated license plate reader (ALPR) technology. She stated that ALPR assists investigations by identifying stolen vehicles and providing leads in cases involving violent crimes, hit-and-runs, illegal dumping, and other offenses. She reported that ALPR provided critical information in 27 Revere cases in 2026.

Chief LaVita explained that ALPR does not use facial recognition or issue citations. Officers may search the system but must provide a reason and a Revere Police case number, creating an audit trail of who conducted the search and why. Data is retained for 30 days, and sharing with other law enforcement agencies requires authorization; she stated that ICE does not have access to Revere's data and that searches for immigration enforcement are prohibited.

Councillors questioned the Chief about privacy, data sharing, officer access, audits, safeguards, and potential misuse. Chief LaVita stated that all officers have access, but individual logins and audit trails document searches. The Department has implemented automated audit tools, is strengthening its policy and training requirements, and will continue reviewing safeguards as the technology develops.

Chief LaVita also confirmed that the Department can provide annual reports regarding ALPR

use, searches, data sharing, and improper-access incidents, subject to necessary redactions.

RESULT: PLACED ON FILE

3. [26-163](#) Motion presented by Councillor Mercurio: That the Mayor request the Chief of Police and the Commander of the Traffic Division, to appear before the City Council to provide an overview of the operations of the Traffic Division to assist the Council in better understanding its enforcement efforts throughout the City. The presentation should include, but not be limited to, the following information. 1.) The number of officers currently assigned to the Traffic Division and their respective roles and responsibilities. 2.) The total number of traffic citations issued since January 1, 2026, including, if available, a breakdown by type of violation. 3.) The locations or areas within the City where the greatest number of traffic citations have been issued. 4.) Whether the Department has an officer with specialized training or expertise in commercial motor vehicle and heavy truck enforcement, and how such violations are addressed. 5.) An explanation of the Traffic Division's enforcement strategy, including how patrol locations are selected, the factors considered when conducting speed enforcement, and the general approach used in deploying traffic enforcement resources throughout the City.

Police Chief Maria LaVita reported that the Traffic Division currently has two full-time officers who handle administrative duties, crash investigations, traffic enforcement, and accident response. Additional patrol officers are assigned to traffic enforcement at designated times. From January through August 2026, the Department issued 1,886 citations, exceeding the total issued in 2025. Enforcement is guided by crash data, 311 complaints, resident and City Councillor concerns, speed-monitoring data, and officer observations. The Department also works with Massachusetts State Police and Boston Police on heavy-truck enforcement.

Councillor Mercurio expressed concern about speeding on residential side streets and requested increased enforcement in those areas. He suggested adding two full-time officers to the Traffic Division and requested additional information distinguishing warnings from citations to assist the City Council in evaluating future staffing needs.

RESULT: PLACED ON FILE

Executive Session

4. [26-190](#) The City Council will convene in Executive Session under purpose 3 of the Open Meeting Law to enable the City Council to discuss the City's litigating position concerning the eminent domain taking of the former Wonderland site.

“SHALL THE CITY COUNCIL ENTER INTO EXECUTIVE SESSION PURSUANT TO MGL CHAPTER 30A, SECTION 21(A)(3) FOR THE PURPOSE OF DISCUSSING THE ONGOING EMINENT DOMAIN LITIGATION RELATIVE TO THE WONDERLAND SITE?”

Motion to enter into Executive Session was approved. The City Council will reconvene at the conclusion of the Executive Session.

RESULT: APPROVED

Yes: Councillor Argenzio, Councillor Cogliandro, Councillor Giannino, Council Vice President Guarino-Sawaya, Councillor Haas III, Councillor Kelley, Councillor McKenna, Councillor Mercurio, Councillor Novoselsky, Councillor Silvestri, and Council President Zambuto

Zoning Sub-Committee Report

The Zoning Sub-Committee met on Monday, September 14, 2026 in the City Councillor Joseph A. DelGrosso City Council Chamber, Revere City Hall, 281 Broadway, Revere, MA 02151. Committee members present were Councillors Argenzio, Cogliandro, Guarino-Sawaya, Kelley, and Chairman Silvestri. The following matters were before the sub-committee:

26-130 C-26-09, 128 Towing & Recovery, LLC, 885 North Shore Road, Revere, MA 02151 requesting a special permit to enable the appellant to conduct a towing and roadside assistance operations business at 885 North Shore Road, Revere, MA 02151 (TED District).

Addressing the Zoning Sub-Committee were the following persons:

In support of the application -

Attorney for the applicant, Niles Welch, Esq.
Mehdi Kaldy, 61 Proctor Avenue, Revere, MA
Siham Fatmi, 61 Proctor Avenue, Revere, MA
2 other proponents in the audience

In opposition of the application -

Joseph McHugh, 848 North Shore Road, Revere, MA
Michael Tucker, 9 Ellerton Street, Revere, MA
Laima Stukuls, 21 Ellerton Street, Revere, MA
Stephen Fiore, 3 Ellerton Street, Revere, MA
Councillor Mercurio, 193 Crescent Avenue, Revere, MA
Kathleen Rami, 63 Ellerton Street, Revere, MA
Ionel Postolache, 890 North Shore Road, Revere, MA
Nancy Ramey, 940 North Shore Road, Revere, MA
Councillor McKenna, 830 Winthrop Avenue, Revere, MA

The Zoning Sub-Committee considered a special permit application for 128 Towing Recovery LLC to operate a towing business at 885 North Shore Road. The applicant clarified that the proposed business would provide 24-hour, seven-day-a-week towing services, with office hours generally from 8:00 a.m. to 6:00 p.m. The business currently has five tow trucks-three flatbeds and two wreckers-and proposed storing up to 20 towed vehicles on the property.

The applicant stated that, following an August 31 neighborhood meeting, it developed

measures intended to address residents' concerns regarding noise, traffic, safety, vehicle storage, and site conditions. Proposed measures included an eight-foot fence, a no-idling policy, prohibiting tow trucks from using residential streets as cut-throughs, prohibiting vehicle storage along Route 1A, limiting vehicle storage, landscaping the property, and using the garage only to maintain the company's own fleet. The applicant also agreed to address building, electrical, and fire-code issues and indicated that a commercial spill-response protocol would be maintained for leaking vehicles.

Several nearby residents opposed the proposal, particularly the requested 24-hour operation. Residents raised concerns about tow-truck traffic, nighttime noise, backup alarms, headlights and security lighting, vehicle maneuvering, pedestrian and neighborhood safety, environmental impacts from leaking or damaged vehicles, fire hazards, and the site's limited capacity for vehicle storage. Residents emphasized that, although the property is located along heavily traveled Route 1A, it is immediately adjacent to an established residential neighborhood.

Councillors also expressed concern about the applicant's prior operation of the business before receiving the required approvals. The applicant acknowledged operating at the property before obtaining the special permit and apologized. Additional discussion concerned a Fire Department response reporting an alarm activation due to workers painting a vehicle; the applicant denied that its employees were spray painting vehicles. Questions were also raised about the property's location within the 100-year floodplain and adjacent to an Area of Critical Environmental Concern (ACEC), as well as traffic circulation, fire safety, environmental protection, and the number of vehicles the site could safely accommodate.

After discussion, Chairman Silvestri offered amended conditions to that of the conditions suggested by Site Plan Review as follows and requested a Roll Call:

1. The special permit shall be specific to parcels 10-188A3-1 and 10-188A3-4.
2. The number of vehicles to be stored on site shall be limited to 15 towed vehicles and 5 business vehicles.
3. The hours of operation shall be limited to 7:00AM-7:00PM.
4. The garage shall comply with all building and fire safety codes.
5. There shall be no storage of materials and junked or abandoned vehicles on the site.
6. The full frontage of the site and 75 feet of the sides of the site shall be screened by an 8 ft. high PVC stockade fence.
7. There shall be two driveway openings for the site.
8. A 5 ft. wide landscaped strip shall be maintained along the front of the site in front of the stockade fence. This strip shall be planted with fifteen (15) 6 ft. high evergreens.
9. There shall be no parking or storage of vehicles along the front of the property within the MassDOT right of way (Route 1A).
10. This site is located within the 100 year floodplain and adjacent to an ACEC and therefore is subject to an order of conditions from the Conservation Commission.

“SHALL THE ZONING SUB-COMMITTEE ADOPT THE AMENDED CONDITIONS FOR THE PROPOSED SPECIAL PERMIT?”

Councillors Kelley and Chairman Silvestri voting “YES”. Councillors Argenzio, Cogliandro, Guarino-Sawaya, voting “NO”.

Adoption of amended conditions failed.

Following clarification regarding the scope of that vote, the sub-committee returned to the original Site Plan Review conditions as presented including limiting the total number of vehicle storage to 20 vehicles.

1. The special permit shall be specific to parcels 10-188A3-1 and 10-188A3-4.
2. The number of vehicles stored on site shall be restricted to 20 vehicles.
3. The garage shall comply with all building and fire safety codes.
4. There shall be no storage of materials and junked or abandoned vehicles on the site.
5. The full frontage of the site and 75 feet of the sides of the site shall be screened by an 8 ft. high PVC stockade fence.
6. There shall be no more than one driveway opening into the site.
7. A 5 ft. wide landscaped strip shall be maintained along the front of the site in front of the stockade fence. This strip shall be planted with fifteen (15) 6 ft. high evergreens.
8. There shall be no parking or storage of vehicles along the front of the property within the MassDOT right of way (Route 1A).
9. This site is located within the 100 year floodplain and adjacent to an ACEC and therefore is subject to an order of conditions from the Conservation Commission.

The sub-committee then voted on whether to report the special permit to the City Council without a recommendation, but subject to the Site Plan Review conditions.

“SHALL THE ZONING SUB-COMMITTEE REPORT THE SPECIAL PERMIT TO THE CITY COUNCIL WITHOUT A RECOMMENDATION, SUBJECT TO SITE PLAN REVIEW CONDITIONS?”

Councillors Argenzio, Cogliandro, Guarino-Sawaya, Kelley, and Chairman Silvestri voting “NO”.

The motion to report out the special permit without a recommendation, subject to conditions, to the City Council failed unanimously.

The sub-committee then voted on whether to report the special permit application to the City Council with an unfavorable recommendation, subject to the original Site Plan Review conditions.

“SHALL THE ZONING SUB-COMMITTEE REPORT THE SPECIAL PERMIT TO THE CITY COUNCIL WITH AN UNFAVORABLE RECOMMENDATION, SUBJECT TO SITE PLAN REVIEW CONDITIONS?”

Councillors Argenzio, Cogliandro, Guarino-Sawaya, Kelley, and Chairman Silvestri voting “YES”.

The motion to report out the special permit with an unfavorable recommendation, subject to conditions, to the City Council passed unanimously.

26-169 C-26-12, Martin Carbo, 263 Oakwood Avenue, Revere, MA 02151 requesting a special permit from the Revere City Council to alter and extend an existing non-conforming structure, by adding two floors, consisting of two residential units each, to the existing structure at 191 Revere Street, Revere, MA 02151.

Addressing the Zoning Sub-Committee were the following persons:

In support of the application -

Paul DeLorey, Attorney for the applicant

Martin Carbo, applicant, 263 Oakwood Avenue, Revere, MA

The special permit application was presented for 191 Revere Street to alter and extend an existing nonconforming structure by adding two floors containing four additional residential units.

Attorney Paul Delory, representing 191 Revere Street LLC, requested that the matter be continued. He explained that Site Plan Review imposed 14 conditions, one of which requires addressing an existing clay sewer line pipe beneath the property's driveway that serves another property. The applicant is investigating ownership and easement rights associated with the pipe and potential options to cap, line, or reroute it. Counsel stated that additional title research and coordination with the Department of Public Works are necessary before the applicant can proceed.

Chairman Silvestri ordered the special permit to remain in the Zoning Sub-Committee for further discussion.

26-170 C-26-13, Domenic LaSala, 269 Revere Street, Revere, MA 02151 requesting a special permit from the Revere City Council to enable the appellant to modify and extend an existing single-story non-conforming residential structure by constructing a second-floor addition at 269 Revere Street, Revere, MA 02151.

Addressing the Zoning Sub-Committee were the following persons:

In support of the application -

Domenic LaSala, applicant, 269 Revere Street, Revere, MA

The Zoning Sub-Committee considered the request for a special permit to modify and extend the existing nonconforming residential structure by constructing a second-floor addition. The following Site Plan Review conditions were record into the record and incorporated into the special permit:

1. This plan must comply with all building, electrical, plumbing, fire safety, and health codes.
2. The plans must be reviewed and approved by the Fire Dept.
3. The building design and materials plan as well as the landscaping and streetscape plan shall be approved by the Site Plan Review Committee.
4. The height of the structure shall not exceed 30-ft and 2 1/2 stories.

“SHALL THE ZONING SUB-COMMITTEE REPORT OUT THE PROPOSED SPECIAL PERMIT, SUBJECT TO CONDITIONS, TO THE CITY COUNCIL WITH A FAVORABLE RECOMMENDATION?”

Councillors Argenzio, Cogliandro, Guarino-Sawaya, Kelley, and Chairman Silvestri voting “YES”.

The motion to report out the special permit with a favorable recommendation, subject to conditions, to the City Council passed unanimously.

26-175 Motion presented by Councillor Guarino-Sawaya: That the Mayor request the appropriate City departments to establish a requirement that all qualifying construction and demolition projects post a clearly visible project information sign at the property for the duration of the permitted work. The sign shall be posted in a location readily visible from the public way and shall include, at a minimum: permit number, property address, name of contractor and/or developer, permitted construction hours, project contact telephone number, and City department/contact information for residents to report complaints or concerns. The appropriate departments are further requested to determine the types and size of projects that would be subject to this requirement and establish appropriate standards for the size, placement, visibility, and maintenance of the signage.

There was not enough time left in the Zoning Sub-Committee to discuss Council Order 26-175. Matter will remain in committee until a later date.

Meeting of the Zoning Sub-Committee is now adjourned.

5. **26-130** C-26-09, 128 Towing & Recovery, LLC, 885 North Shore Road, Revere, MA 02151 requesting a special permit to enable the appellant to conduct a towing and roadside assistance operations business at 885 North Shore Road, Revere, MA 02151 (TED District).

Attachments: [PH.C2609.885NorthShoreRoad.pdf](#)
[SPR Conditions 885 North Shore Road.pdf](#)

“SHALL THE CITY COUNCIL GRANT THE RELIEF REQUESTED TO ENABLE THE APPELLANT TO CONDUCT A TOWING AND ROADSIDE ASSISTANCE OPERATION AT 885 NORTH SHORE ROAD SUBJECT TO CONDITIONS?”

The City Council voted to deny the special permit.

RESULT: DENIED

No: Councillor Argenzio, Councillor Cogliandro, Council Vice President Guarino-Sawaya, Councillor Haas III, Councillor Kelley, Councillor McKenna, Councillor Mercurio, Councillor Novoselsky, Councillor Silvestri, and Council President Zambuto

Recused: Councillor Giannino

6. **26-169** C-26-12, Martin Carbo, 263 Oakwood Avenue, Revere, MA 02151 requesting a special permit from the Revere City Council to alter and extend an existing

non-conforming structure, by adding two floors, consisting of two residential units each, to the existing structure at 191 Revere Street, Revere, MA 02151.

Attachments: [C2612.191RevereStreet.pdf](#)
[JanetStephanieAddonizio.Proponent.pdf](#)
[191 Revere Street Site Plan Review Conditions.pdf](#)

The applicant's newly acquired attorney, Paul DeLorey, requested that the special permit remain in the Zoning Sub-Committee for further discussion relative to the proposed conditions from Site Plan Review.

RESULT: REFERRED TO COMMITTEE

7. [26-170](#) C-26-13, Domenic LaSala, 269 Revere Street, Revere, MA 02151 requesting a special permit from the Revere City Council to enable the appellant to modify and extend an existing single-story non-conforming residential structure by constructing a second-floor addition at 269 Revere Street, Revere, MA 02151.

Attachments: [C2613.269RevereStreet.pdf](#)
[269 Revere Street Pic 1.jpg](#)
[269 Revere Street Pic 2.jpg](#)
[269 Revere Street Pic 3.jpg](#)
[269 Revere Street Site Plan Review Conditions.pdf](#)

“SHALL THE CITY COUNCIL GRANT THE RELIEF REQUESTED TO ENABLE THE APPELLANT TO MODIFY AND EXTEND AN EXISTING SINGLE-STORY NON-CONFORMING RESIDENTIAL STRUCTURE BY CONSTRUCTING A SECOND-FLOOR ADDITION AT 269 REVERE STREET, REVERE, MA 02151 SUBJECT TO CONDITIONS?”

The City Council voted to the grant the special permit.

RESULT: GRANTED

Yes: Councillor Argenzio, Councillor Cogliandro, Councillor Giannino, Council Vice President Guarino-Sawaya, Councillor Haas III, Councillor Kelley, Councillor McKenna, Councillor Mercurio, Councillor Novoselsky, Councillor Silvestri, and Council President Zambuto

8. [26-175](#) Motion presented by Councillor Guarino-Sawaya: That the Mayor request the appropriate City departments to establish a requirement that all qualifying construction and demolition projects post a clearly visible project information sign at the property for the duration of the permitted work. The sign shall be posted in a location readily visible from the public way and shall include, at a minimum: permit number, property address, name of contractor and/or developer, permitted construction hours, project contact telephone number, and City department/contact information for residents to report complaints or concerns. The appropriate departments are further requested to determine the types and size of projects that would be subject to this requirement and establish

appropriate standards for the size, placement, visibility, and maintenance of the signage.

In the interest of time, the Zoning Sub-Committee was not able to discuss this motion and will be held over to the next meeting.

RESULT: REFERRED TO COMMITTEE

Communications

9. **26-176** Communication from the Mayor requesting conveyance of Parcel ID 26-424B-1, Cushing Avenue to Maria Arango, 44 Cushing Avenue, Revere, MA in the amount of \$5,000 pursuant to MGL Chapter 40, Section 15.

Attachments:

"SHALL THE CITY COUNCIL AUTHORIZE THE CONVEYANCE OF PARCEL ID 26-424B-1 CUSHING AVENUE TO MARIA ARANGO OF 44 CUSHING AVENUE IN THE AMOUNT OF \$5,000 PURSUANT TO MGL CHAPTER 40, SECTION 15."

The City Council approved the conveyance of the parcel.

RESULT: APPROVED

Yes: Councillor Argenzio, Councillor Cogliandro, Councillor Giannino, Council Vice President Guarino-Sawaya, Councillor Haas III, Councillor Kelley, Councillor Mercurio, Councillor Novoselsky, Councillor Silvestri, and Council President Zambuto

Absent: Councillor McKenna

10. **26-177** Communication from Nixon Peabody, LLP, 53 State Street, Boston, MA requesting approval from the City Council, pursuant to MGL Chapter 41, Sections 81G and 81I, and Chapter 12.12 Public Street Dedication, Changes and Discontinuance of the Revere Revised Ordinances, to layout the portion of the proposed rerouting of Overlook Ridge Drive as shown on Parcel A1 on the, "Plan of Land in Revere/Malden, MA", dated July 1, 2025, prepared by Hancock Associates.

Attachments: [Overlook Ridge Drive Layout Plan & Application 10262026.pdf](#)

The City Council referred the proposed layout to the Planning Board for its recommendation and further ordered the request to a public hearing on October 26, 2026.

RESULT: ORDERED TO PUBLIC HEARING

11. **26-178** Communication from the Mayor requesting an appropriation from the Community Improvement Trust Fund in the amount of \$17,000 for the

installation of new waste receptacles in Ward 2.

Attachments:

“SHALL THE CITY COUNCIL APPROVE AN APPROPRIATION FROM THE COMMUNITY IMPROVEMENT TRUST FUND IN THE AMOUNT OF \$17,000 FOR THE INSTALLATION OF WASTE RECEPTACLES IN WARD 2?”

The City Council approved the appropriation.

RESULT: APPROVED

Yes: Councillor Argenzio, Councillor Cogliandro, Councillor Giannino, Council Vice President Guarino-Sawaya, Councillor Haas III, Councillor Kelley, Councillor McKenna, Councillor Mercurio, Councillor Novoselsky, Councillor Silvestri, and Council President Zambuto

12. **26-179** Communication from the CFO requesting an appropriation from the ETP Fund in the amount of \$14,832 for IT/communications related upgrades for the Public Health Department.

Attachments:

“SHALL THE CITY COUNCIL APPROVE AN APPROPRIATION FROM THE ETP FUND IN THE AMOUNT OF \$14,832 FOR IT/COMMUNICATIONS RELATED UPGRADES FOR THE PUBLIC HEALTH DEPARTMENT?”

The City Council approved the appropriation.

RESULT: APPROVED

Yes: Councillor Argenzio, Councillor Cogliandro, Councillor Giannino, Council Vice President Guarino-Sawaya, Councillor Haas III, Councillor Kelley, Councillor McKenna, Councillor Mercurio, Councillor Novoselsky, Councillor Silvestri, and Council President Zambuto

Motions

13. **26-180** Motion presented by the Revere City Council: That the City Council present a Certificate of Commendation to Thomas G. Ambrosino in recognition of his retirement after 37 years of exemplary public service to the Commonwealth of Massachusetts, and the cities of Revere and Chelsea.

RESULT: ORDERED TO A PRESENTATION

14. **26-181** Motion presented by Councillor Argenzio: That the City Council approve, An Emergency Ordinance Establishing a Sick Leave Bank for an Employee of the City of Revere Municipal Inspections Department.

Attachments:

**An Emergency Ordinance Establishing a Sick Leave Bank for an Employee of the City of Revere
Department of Municipal Inspections**

Be it ordained by the City of Revere, MA as follows:

Whereas, the deferred operation of this ordinance would tend to defeat its purpose, which is to immediately establish a sick leave bank for a certain employee of the City of Revere Department of Municipal Inspections, therefore it is hereby declared to be an emergency ordinance, necessary for the immediate preservation of the public convenience.

Section 1. Notwithstanding the provisions of any ordinance, rule, or regulation to the contrary, the Collector/Treasurer of the City of Revere is hereby authorized and directed to establish and administer a sick leave bank, effective upon its passage, for the benefit of Marcia Mendes, an employee of the City of Revere Department of Municipal Inspections. Any employee of the City of Revere may voluntarily contribute one or more of their sick hours to said bank for use by Marcia Mendes.

Section 2. Sick leave hours donated by employees to the sick leave bank described herein shall not be calculated as sick hours used by contributing employees to qualify for participation in the sick leave buy back incentive program enumerated in Title 2, Chapter 2.06, Section 2.06.160 of the Revised Ordinances of the City of Revere.

Emergency preamble was declared ordered on a Roll Call: Councillors Argenzio, Cogliandro, Giannino, Guarino-Sawaya, Haas, Kelley, McKenna, Mercurio, Novoselsky, Silvestri, and Council Zambuto voting in the affirmative.

September 14, 2026, Ordered to a first reading.

September 14, 2026, Ordered on a second reading.

September 14, 2026, Ordered on a third and final reading.

September 14, 2026, Ordered Engrossed & Ordained.

RESULT: ORDERED ENGROSSED AND ORDAINED

Yes: Councillor Argenzio, Councillor Cogliandro, Councillor Giannino, Council Vice President Guarino-Sawaya, Councillor Haas III, Councillor Kelley, Councillor McKenna, Councillor Mercurio, Councillor Novoselsky, Councillor Silvestri, and Council President Zambuto

- 15. 26-182** Motion presented by Councillor Cogliandro: That the Mayor direct the Chief of Police to increase patrols on Elmwood Ave. during the hours of 10:00pm through 2:00am. Multiple complaints of loud vehicles, loud house parties, public urination, and speeding vehicles in the area.

RESULT: ORDERED

- 16. 26-183** Motion presented by Council President Zambuto: That the Mayor direct the Chief of Police to take immediate enforcement action with respect to all applicable laws and ordinances governing the operation of e-bikes and scooters throughout the City of Revere. Despite repeated complaints raised by residents and the City Council regarding unlawful operation of these vehicles, there has

been little, if any, visible enforcement. Further, that the Chief of Police be requested to present to the City Council a complete record of all enforcement actions involving e-bikes and scooters from July 1, 2025 to the present, for the purpose of evaluating enforcement activity.

RESULT: ORDERED

17. **26-184** Motion presented by Councillor Cogliandro: That the Mayor direct Animal Control to enforce the City's leash law pursuant to Section 6.01.020 of the Revere Revised Ordinances.

RESULT: ORDERED

18. **26-185** Motion presented by Councillor Cogliandro: That the Mayor direct the appropriate departments to contact our City's trash removal company to discuss trucks driving the wrong way on city streets.

RESULT: ORDERED

19. **26-186** Motion presented by Councillor McKenna as amended by Councillors Guarino-Sawaya and Mercurio: That the Mayor be requested to support and coordinate the City of Revere's efforts to obtain aircraft-noise mitigation for Beachmont Veterans Memorial School through the City of Revere Aviation Impact Mitigation Initiative presently being advanced through the Massport Community Advisory Committee (MCAC) by Revere's MCAC liaison representative. The City shall request that Beachmont Veterans Memorial School be treated as a priority community mitigation project and that Massport undertake a current acoustical assessment of the school, including an evaluation of the existing windows, doors, building envelope, ventilation systems and other relevant sound-mitigation measures, and determine whether renewed or additional sound-insulation improvements, including replacement acoustical windows where appropriate, are warranted. The Mayor is further requested to work cooperatively with the City's MCAC liaison representative, Massport, MCAC and other appropriate agencies to identify available Massport, FAA, state or federal mitigation funding and to support coordinated consideration of Beachmont Veterans Memorial School within the broader Revere Aviation Impact Mitigation Initiative. In order to promote a coordinated and effective mitigation effort and avoid duplicative or competing requests, the City's initial efforts concerning Beachmont Veterans Memorial School shall be advanced through the existing MCAC initiative rather than as a separate Massport mitigation request. The Mayor may seek the assistance of Revere's state and federal legislative delegation, as necessary, to support, advance or supplement the coordinated mitigation effort. The Mayor is further requested to provide the City's support for consideration of the Revere Aviation Impact Mitigation Initiative by the MCAC Executive Committee and for any subsequent MCAC, Massport or FAA technical review arising from that initiative.

Attachments:

RESULT: ORDERED AS AMENDED

20. [26-187](#) Motion presented by Councillors McKenna and Mercurio: That the City Council order to a public hearing, An Ordinance Further Amending the Revised Ordinances of the City of Revere Relative to Tree Preservation.

Attachments: [Tree Preservation Ordinance 09092026.pdf](#)

RESULT: ORDERED TO PUBLIC HEARING

21. [26-188](#) Motion presented by Councillor Guarino-Sawaya: That the City Council award a Certificate of Commendation to Anthony Pio in recognition of his extraordinary compassion, vigilance, and quick thinking actions he took on September 4, 2026 to bring aid to a senior resident, and in recognition of his ongoing dedication to the senior citizens of the City of Revere.

RESULT: ORDERED TO A PRESENTATION

22. [26-189](#) Motion presented by Councillor Guarino-Sawaya: That the Mayor request the appropriate City departments to establish a policy whereby any resident or applicant seeking to open a new business in the City of Revere be provided with the name and contact information of the Ward Councillor representing the Ward in which the proposed business will be located as part of the initial application process.

The motion was approved on a voice vote.

On September 15, 2026, Council President Zambuto filed for reconsideration on Council Order 26-189 as he intended to send the motion to committee for further discussion.

Adjournment

The City Council now stands adjourned to meet on September 28, 2026.

Public Hearing Notice
City of Revere, MA
Storage of Flammables

Notice is hereby given in accordance with the provisions of Chapter 148, Section 13 of the Massachusetts General Laws that the Revere City Council will conduct a public hearing on Monday evening, September 28, 2026 at 6:00 p.m. in the City Councillor Joseph A. DelGrosso City Council Chamber of Revere City Hall, 281 Broadway, Revere, Massachusetts 02151 on the application of Cleison Sarnaglia, 52 Fairview Street, Winthrop, MA 02152 requesting a Chapter 148 License from the Revere City Council to operate a special garage for the purpose of conducting the business of an auto body shop at 535 Broadway, Revere, MA 02151 (MBP 16-262-263-30).

A copy of the aforementioned application is on file and available for public inspection in the office of the City Clerk, Revere City Hall, Revere, Massachusetts, Monday through Thursday from 8:15AM to 5:00PM and on Friday 8:15AM-12:15PM. Proponent/opponent testimony will be accepted in writing via email to amelnik@revere.org on or before September 23, 2026.

Attest:
Ashley E. Melnik
City Clerk

Revere Journal
Check #289
08/26/2026
via certified mail to direct abutters



FP-002A
(Rev. 6/23)

The Commonwealth of Massachusetts
City/Town of _____

Application For License

Massachusetts General Law, Chapter 148 §13

☒ New License ☐ Amended License

GIS Coordinates

LAT. _____

LONG. _____

License Number _____

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

AKA: 535 BROADWAY, REVERE - MA 02151
Location of Land: SCHOOL STREET PARCEL ID 16-262-263-30
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: CLISON SAR NASIRIA

Address of Land Owner: 52 FAIRVIEW, WINTHROP - MA 02152

Use and Occupancy of Buildings and Structures: _____

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
Acetylene	2.1	133 cf	cubic	cylinder
Oxygen	2.2	250 cf	cubic	cylinder
ARGON	2.2	300 CF	cubic	cylinder
GASOLINE	3	20 GAL X 5 VEH = 100 GALLONS		
		TANKS		

Total quantity of all flammable liquids to be stored: NONE

Total quantity of all combustible liquids to be stored: NONE

Total quantity of all flammable gases to be stored: 133 CF

Total quantity of all flammable solids to be stored: NONE

FILED
2026 AUG 19 PM 2:35
OFFICE CITY CLERK
REVERE, MASS

LP-gas (Complete this section for the storage of LP-gas or propane)

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

- ❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 200 Gallons
List sizes and capacities of all aboveground containers used for storage: Individual size 100 gallons each
container type: DOT-specified vertical cylinders (UN1075)
- ❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: NONE
List sizes and capacities of all underground containers used for storage: NONE

Total aggregate quantity of all LP-gas to be stored: 200 gallons.

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

- ❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____
- ❖ Total aggregate quantity of all classes of fireworks to be stored: _____

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

- ❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____
- ❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, CLEISON SARNAGLIA hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature [Signature] Date 08-13-2026 Name CLEISON SARNAGLIA

PLEASE NOTE THAT ONLY APPLICATIONS WITH ORIGINAL WET SIGNATURES WILL BE ACCEPTED. PHOTOCOPIES OF APPLICATIONS WILL NOT BE PROCESSED.

Fire Department Use Only

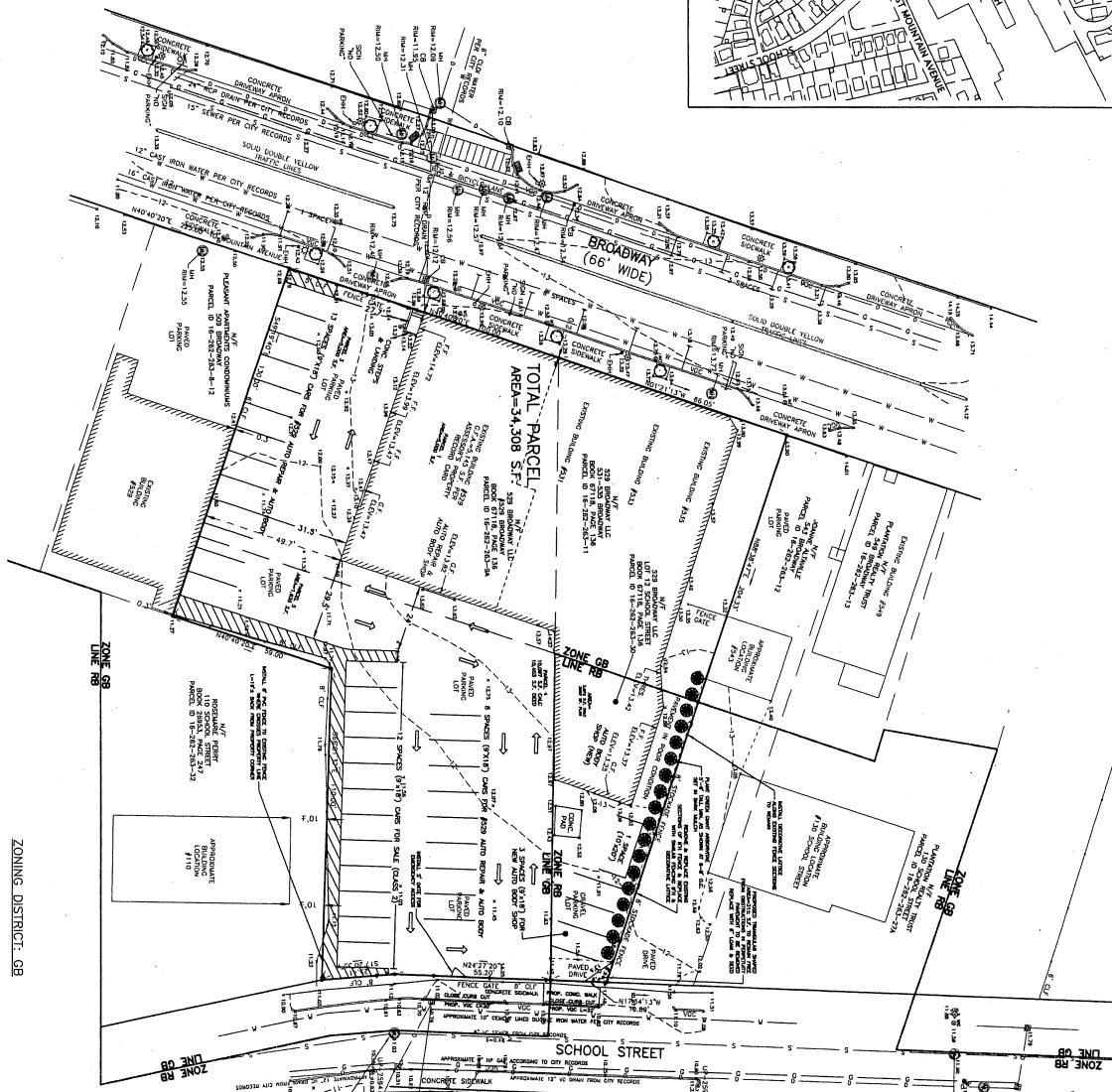
I, JAMES CULLEN, Head of the REVERE Fire Department endorse this application with my

☒ Approval ☐ Disapproval

[Signature]
Signature of Head of the Fire Department

8/19/2026
Date

Recommendations: _____



ZONING - DISTRICT: GB

MINIMUM LOT AREA =	10,000 S.F.
MIN. FRONT YARD SETBACK =	10 FEET
MIN. SIDE YARD SETBACK =	10 FEET
MIN. REAR YARD SETBACK =	20 FEET
MIN. SIDE VARIO SETBACK =	20 FEET
USABLE OPEN SPACE	
MAXIMUM OPEN SPACE COVERAGE =	N.A.
MAXIMUM MAXIMUM HEIGHT =	50 FEET
MAXIMUM STORES =	5
MAXIMUM FENCE HEIGHT =	10 FEET (NO BARBED WIRE OR FENCES WITH POINTED ENDS)
FLOOR AREA RATIO (FAR) =	1.5

PROPOSED PARKING PLAN #529 BROADWAY & SCHOOL STREET, REVERE, MA																			
DRAWING: PARK SHEET 1 OF 1	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black; text-align: center;"> 0' 10' 20' 40' SCALE: 1"=20' </td> <td style="width: 40%; border-bottom: 1px solid black; padding-left: 10px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding: 2px;">8</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="border-right: 1px solid black; padding: 2px;">5</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="border-right: 1px solid black; padding: 2px;">4</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="border-right: 1px solid black; padding: 2px;">3</td> <td style="padding: 2px; text-align: center;">PARKING SPACES</td> </tr> <tr> <td style="border-right: 1px solid black; padding: 2px;">2</td> <td style="padding: 2px; text-align: center;">FIRE DEPARTMENT COMMENTS: CLASS 2 SPACES</td> </tr> <tr> <td style="border-right: 1px solid black; padding: 2px;">1</td> <td style="padding: 2px; text-align: center;">REALIGN PARKING SPACES FOR SALE PER OWNER</td> </tr> </table> </td> </tr> </table> MARCH 20, 2026 <table style="border-collapse: collapse;"> <tr> <td style="border-right: 1px solid black; padding: 2px 5px;">6/19/2026</td> <td style="padding: 2px 5px;">7/18/2026</td> </tr> <tr> <td style="border-right: 1px solid black; padding: 2px 5px;"></td> <td style="padding: 2px 5px;">3/24/2026</td> </tr> </table> 	0' 10' 20' 40' SCALE: 1"=20'	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding: 2px;">8</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="border-right: 1px solid black; padding: 2px;">5</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="border-right: 1px solid black; padding: 2px;">4</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="border-right: 1px solid black; padding: 2px;">3</td> <td style="padding: 2px; text-align: center;">PARKING SPACES</td> </tr> <tr> <td style="border-right: 1px solid black; padding: 2px;">2</td> <td style="padding: 2px; text-align: center;">FIRE DEPARTMENT COMMENTS: CLASS 2 SPACES</td> </tr> <tr> <td style="border-right: 1px solid black; padding: 2px;">1</td> <td style="padding: 2px; text-align: center;">REALIGN PARKING SPACES FOR SALE PER OWNER</td> </tr> </table>	8		5		4		3	PARKING SPACES	2	FIRE DEPARTMENT COMMENTS: CLASS 2 SPACES	1	REALIGN PARKING SPACES FOR SALE PER OWNER	6/19/2026	7/18/2026		3/24/2026
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1	REALIGN PARKING SPACES FOR SALE PER OWNER																		
6/19/2026	7/18/2026																		
	3/24/2026																		

533 BROADWAY

16-262-263-11

LUC: 325

529 BROADWAY LLC

52 FAIRVIEW ST

WINTHROP, MA 02152

91 7199 9991 7038 6163 7339

543 BROADWAY

16-262-263-12

LUC: 106

ALTAVILLE JOANNE

BIANCHI MARIE

130 SCHOOL ST

REVERE, MA 02151

91 7199 9991 7038 6163 7322

130 SCHOOL ST

16-262-263-27A

LUC: 104

PLANTATION REALTY TRUST

ALTAVILLE JOANNE

130 SCHOOL ST

REVERE, MA 02151

91 7199 9991 7038 6163 7315

SCHOOL ST

16-262-263-30

LUC: 332

529 BROADWAY LLC

52 FAIRVIEW ST

WINTHROP, MA 02152

529 BROADWAY

16-262-263-9A

LUC: 332

529 BROADWAY LLC

52 FAIRVIEW ST

WINTHROP, MA 02152

101 SCHOOL ST

16-264-1A

LUC: 931

CITY OF REVERE / HIGH SCHOOL

C/O SUPT OF SCHOOLS

101 SCHOOL ST

REVERE, MA 02151

91 7199 9991 7038 6163 7308

THIS IS A TRUE & ATTESTED
COPY OF THE RECORDS OF THE
ASSESSOR'S OFFICE OF THE
CITY OF REVERE

Susan Shaffer
DATE: 8-19-2026

Motion presented by Councillors Cogliandro and McKenna: That the City Council order to a public hearing, An Ordinance Further Amending Section 12.04.280 Street Closure Notice of the Revere Revised Ordinances.

An Ordinance Further Amending Section 12.04.280 Street Closure Notice of the Revere Revised Ordinances.

Be it ordained by the City of Revere, MA as follows:

Section 1. Section 12.04.280 Street Closure Notice is hereby amended by deleting the section in its entirety and inserting in place thereof the following new section:

Section 12.04.280 Street-closure notice to Fire Chief, Chief of Police, and City Council.

In the event any street is to be closed due to repairs, opening of trenches in or any temporary occupation of any street, way or traveled place in the city by any public service corporation or by a private contractor or corporation, notice of the same shall be given by such corporation or contractor to the Chief of the Fire Department, the Chief of Police, and the City Council of the City of Revere at least twenty-four (24) hours prior to the commencement of such closure or work.

Such notice shall set forth the location, general extent, anticipated duration, and expected hours of the work or street closure contemplated.

In the event of an emergency requiring the immediate closure, opening, obstruction, or occupation of a street, way, or traveled place, the twenty-four-hour notice requirement shall not apply; provided, however, that notice shall be given to the Chief of the Fire Department, the Chief of Police, and the City Council as soon as practicable following the determination that such emergency work or closure is necessary.

Motion presented by Councillor Cogliandro: That the City Council order to a public hearing, An Ordinance Further Amending the Zoning Ordinances of the City of Revere Relative to Body Art Establishments.

An Ordinance Further Amending the Zoning Ordinances of the City of Revere Relative to Body Art Establishments.

Be it ordained by the City of Revere, MA as follows:

Section 1. Section 17.16.048A is hereby amended by deleting this section in its entirety.

Section 2. Section 17.16.048 is hereby amended by relettering the remaining subsections A, B, C accordingly.

§ 17.16.048. Body Art Establishments

Body art establishment, erected, constructed, placed, altered, converted or otherwise changed may be allowed only by special permit in the GB, GB1, CB, and TED district by the city council, in compliance with the dimensional and parking control requirements of this title, except as specifically changed by this section:

~~A. Body art establishments may not be located less than five hundred feet from the nearest lot line of: each other; public or private schools; playgrounds, parks; conservation areas; houses of worship; and houses.~~

A. ~~B.~~ A material condition to every special permit issued with respect to any body art establishment shall require that such establishment must cease its business operations between the hours of eleven p.m. and nine a.m. each day.

B. ~~C.~~ No body art establishment shall have an illuminated standing accessory sign or attached sign that contains any moving, flashing or animated lights, or moving or movable parts.

C. ~~E.~~ No person shall practice body art or perform any body art procedure without obtaining a practitioner permit from the Board of Health in compliance with the Board of Health's body art regulations. No body art establishment shall be constructed, altered, operated and maintained without receiving an establishment permit from the Board of Health in compliance with the Board of Health's body art regulations.

An Ordinance Further Amending the Revised Ordinances of the City of Revere Relative to Tree Preservation

Be it ordained by the City of Revere, MA as follows:

Section 1. Title 8 of the Revere Revised Ordinances is hereby amended by inserting the following new chapter:

Chapter 8.11 Tree Preservation

- **Section 8.11.010 Purpose**
- **Section 8.11.020 Definitions**
- **Section 8.11.030 Permit Required; Exceptions**
- **Section 8.11.040 Tree Permit Application and Review**
- **Section 8.11.050 Tree Replacement**
- **Section 8.11.060 Payment in Lieu of Planting Replacement Trees**
- **Section 8.11.070 Tree Preservation Fund**
- **Section 8.11.080 Enforcement and Penalties**
- **Section 8.11.090 Administration**
- **Section 8.11.100 Severability**
- **Section 8.11.110 Effective Date**

Section 8.11.010 Purpose

The purpose of this chapter is to preserve and protect Revere's tree canopy and the environmental, public health, and quality-of-life benefits provided by mature trees, including reducing extreme heat, absorbing stormwater, improving air quality, sequestering carbon, reducing erosion and noise, and supporting wildlife habitat. Recognizing that unnecessary tree removal contributes to the loss of the City's tree canopy, this chapter establishes a permit process to protect healthy trees from removal for reasons of convenience, including routine leaf, seed, branch, or other yard clean-up, while allowing removal when there is a reasonable need to do so.

Section 8.11.020 Definitions

Diameter at breast height (DBH): The diameter of a tree trunk measured four and one-half (4½) feet above the ground.

Protected Tree: A living tree located on private property with a DBH of six (6) inches or greater.

Remove or Removal: Cutting down or intentionally causing the death of a Protected Tree. Ordinary pruning that does not materially endanger the health of the tree is not removal.

Tree Warden: The City Engineer or their designee.

Section 8.11.030 Permit Required; Exceptions

- A. Permit Required. No person shall remove a Protected Tree from private property without first obtaining a tree permit from the Tree Warden.

B. No permit is required for:

1. A tree that has fallen or must be removed immediately because it presents an imminent threat to persons or property. When practicable, the property owner shall photograph the condition of the tree before removal and notify the Tree Warden as soon as reasonably possible;
2. A tree removal expressly authorized or required by a valid order, permit, or determination issued under the Massachusetts Wetlands Protection Act, M.G.L. c. 131, § 40, or the City of Revere Wetlands Protection Ordinance;
3. A Public Shade Tree governed by M.G.L. c. 87;
4. Pruning that is consistent with generally accepted arboricultural practices and does not cause the death of the tree; or
5. Tree removal by the City of Revere, the Commonwealth, an independent authority of the Commonwealth, or the federal government on property owned or controlled by that governmental entity.

Section 8.11.040 Tree Permit Application and Review

- A. Application. A property owner seeking to remove a Protected Tree shall submit a tree permit application on a form provided by the Tree Warden. The application shall include, but not limited to the following:
1. The property address and the applicant's name and contact information;
 2. The approximate location of each tree proposed for removal;
 3. One or more photographs reasonably showing each tree; and
 4. A brief statement explaining why removal is requested.
- B. Additional Information. The Tree Warden may request only such additional information as necessary to determine the condition of the tree or the reason for removal. A survey, engineered plan, certified arborist report, or other professional documentation shall not be required unless the Tree Warden determines that the particular circumstances make such documentation necessary.
- C. Inspection. The Tree Warden may inspect the tree and property before acting on an application. The applicant shall provide reasonable access for the inspection.
- D. Decision. The Tree Warden shall approve or deny a complete application.
- E. Approval Standard. A tree permit shall be approved when the Tree Warden determines that there is a reasonable basis for removal, including, but not limited to, any of the following:
1. The tree is dead, dying, diseased, structurally unsound, or presents a safety concern;
 2. The tree is causing or is reasonably likely to cause material damage to a building, foundation, driveway, sidewalk, utility, sewer, drainage system, or other improvement;
 3. Removal is reasonably necessary for construction, development, access, or another lawful use of the property;
 4. Removal is reasonably necessary for the health or proper growth of other trees or vegetation; or
 5. Other circumstances demonstrate a reasonable need for removal.

- F. Denial. A permit shall be denied when the Tree Warden determines that the tree is healthy, does not present a material problem, and the requested removal is based solely or primarily on ordinary inconvenience associated with the tree, including routine leaf, seed, branch, or other yard clean-up.
- G. Conditions. Conditions imposed on a permit shall be limited to those reasonably necessary to address the removal authorized by the permit or to protect another tree from damage caused by the permitted work.
- H. Fee. An application for a tree permit shall be accompanied by a fee of twenty-five dollars (\$25.00). There shall be no fee when removal is requested because the tree is dead, dying, diseased, structurally unsound, or presents a safety concern as determined by the Tree Warden.

Section 8.11.050 Tree Replacement

- A. Replacement Required. Whenever a Protected Tree is removed pursuant to a tree permit, the property owner shall replace the removed tree on the same lot in accordance with a replacement requirement established by the Tree Warden.
- B. Replacement Standard. The Tree Warden shall establish a reasonable replacement requirement based on the number and general size of the trees removed, available planting area, and site conditions. Replacement trees may be smaller than the removed trees, and multiple smaller trees may be used when appropriate.
- C. Payment in Lieu. If the Tree Warden determines that some or all of the required replacement trees cannot reasonably be planted on the property, the property owner shall make a payment in lieu of planting in accordance with Section 8.11.060.
- D. Removal Without a Permit. A person who removes a Protected Tree without a required permit shall be subject to the same tree replacement or payment-in-lieu requirements, in addition to any penalty authorized by this chapter.

Section 8.11.060 Payment in Lieu of Planting Replacement Trees

- A. Payment Required When Replacement Is Not Planted. If a required replacement tree cannot reasonably be planted on the property, or if the property owner elects not to plant some or all of the required replacement trees, the property owner shall make a payment to the Tree Preservation Fund in lieu of planting.
- B. Amount. The payment shall be based on the City's current cost to purchase, plant, and establish the replacement tree or trees that otherwise would have been required. The Tree Warden shall publish and periodically update the applicable cost.
- C. Satisfaction of Requirement. A property owner's obligation under Section 8.11.050 shall be satisfied by planting the required replacement tree or trees, making the required payment in lieu of planting, or a combination of planting and payment approved by the Tree Warden.

Section 8.11.070 Tree Preservation Fund

- A. There is hereby established a City of Revere Tree Preservation Fund pursuant to M.G.L. c. 44, § 53E½.
- B. Tree permit application fees and payments made in lieu of planting replacement trees shall be deposited into the Tree Preservation Fund, subject to the requirements of applicable law.
- C. Money in the Tree Preservation Fund shall be used solely for the purchase, planting, care, maintenance, and preservation of public trees within the City of Revere.

Section 8.11.080 Enforcement and Penalties

- A. The Tree Warden may issue a written notice of violation and may order work stopped when a Protected Tree is being removed in violation of this chapter.
- B. Violations may be enforced by noncriminal disposition pursuant to M.G.L. c. 40, § 21D and Chapter 1.12, Article II of the Revere Revised Ordinances.
- C. Removal of a Protected Tree without a required permit shall be subject to a fine of three hundred dollars (\$300.00) for each tree removed. Failure to comply with a lawful stop-work order, replacement order, or payment-in-lieu requirement issued under this chapter shall be subject to a fine of three hundred dollars (\$300.00) for each offense, to the extent permitted by law.

Section 8.11.090 Administration

The Tree Warden shall establish an application form and reasonable administrative procedures necessary to implement this chapter.

Section 8.11.100 Severability

The provisions of this chapter are severable. If any section, provision, or portion of this chapter is determined to be invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 8.11.110 Effective Date

This ordinance shall take effect upon its passage. It shall not apply to a tree removed before the effective date or to a tree whose removal was expressly authorized by a building permit or other City permit issued before the effective date.



CITY OF REVERE

Patrick M. Keefe Jr.

Mayor

July 8, 2026

The Honorable City Council
Revere City hall
281 Broadway
Revere, MA 02151

Dear Members of the Honorable Revere City Council,

I write in support of the attached Title 1 addition: section 1.10.030, AN ORDINANCE ESTABLISHING REGULATIONS FOR NAMING CITY PROPERTY IN THE CITY OF REVERE.

This section will further maintain consistency, historical accuracy, and meaningfulness in the process of naming and renaming city property. If you have any questions, please reach out to my office. Thank you for your consideration.

Regards,

Patrick M. Keefe Jr.

**AN ORDINANCE ESTABLISHING REGULATIONS FOR NAMING CITY PROPERTY IN THE
CITY OF REVERE:**

WHEREAS, it is the goal of the City to reserve naming or renaming public property for circumstances that will best serve the interests of the City and to ensure a worthy and enduring legacy for the City's public property.

WHEREAS, the naming of public property is a matter of significant public interest that deserves careful consideration.

WHEREAS, this ordinance is meant to establish a systematic, consistent, and transparent approach to naming the City's public property.

Be it ordained as follows:

SECTION 1. Title 1 of the Revised Ordinances of the City of Revere is hereby amended by inserting new section 1.10.030:

§ 1.10.030 Naming public property.

- A. City-owned property may only be named or renamed via a motion introduced by the City Council or a communication from the Mayor. All names require approval from the City Council and Mayor.
- B. For purposes of this section, property shall mean any building, structure, open space, square, or park that is owned, leased, or operated by the City of Revere. Per Massachusetts General Law c. 43, § 33, this section shall not apply to public school buildings, parts of public school buildings, or areas located on public school grounds.
- C. When City-owned property is newly acquired, renovated, or constructed, the following guidelines shall be followed for the purpose of dedicating a name to the property:
 1. If property is proposed to be named after an individual person: the person must have made a significant, positive contribution to the City of Revere; and, the person for whom property may be named shall have been deceased for at least ten (10) years so that their contribution to the City will have stood the test of time.
 2. If property is not proposed to be named for an individual person, it shall be named based on the property's relationship to any of the following: the neighborhood or geographic location of the property; the property's purpose; a natural or geological feature relevant to the property; or, a historical event or structure relevant to the property's location.

- D. Portions of property, such as an interior room, entryway, or hall within a structure, may be named for an individual, alive or deceased, who has made a significant positive contribution to the City of Revere.
- E. See § 12.04.020 of the Revere Revised Ordinances for the naming of public ways, and Chapter 12.22 of the Revere Revised Ordinances for the dedication of memorial poles.

SECTION 2. This ordinance shall take effect upon its passage.

DRAFT

**AN ORDINANCE ESTABLISHING A UNIFIED RENTAL REGISTRY AND
INSPECTION PROGRAM AND AMENDING AND RESTATING THE REGULATION
OF SHORT-TERM RENTALS**

*Amending Title 8 (Health and Safety) of the Revised Ordinances of the City of Revere by
repealing and replacing Chapter 8.08 (Sanitary Fitness of Rental Units) and Chapter 8.09
(Short-Term Rentals)*

WHEREAS, the City of Revere currently regulates the sanitary fitness of rental units under Chapter 8.08 of the Revised Ordinances through a certificate of fitness program that operates primarily on a complaint-driven and vacancy-turnover basis; and

WHEREAS, the City of Revere separately regulates short-term rentals under Chapter 8.09 of the Revised Ordinances through the Short Term Rental Office; and

WHEREAS, a performance-based enforcement model concentrates municipal inspection resources on high-risk and chronically non-compliant properties while ensuring that responsible owners pay only a low, flat registration fee; and

WHEREAS, Massachusetts General Laws Chapter 40U, accepted by the City of Revere, provides an efficient administrative mechanism for the enforcement of housing, sanitary, and municipal code violations, including fines and the imposition of municipal charges and liens; and

WHEREAS, the regulation of short-term rentals, including the manner, duration, location, and number of such rentals, is expressly authorized as an exercise of municipal authority by M.G.L. c. 64G, § 14, independent of and in addition to the City's zoning authority under M.G.L. c. 40A; and

WHEREAS, all fees established by this ordinance are calculated to recover the reasonable costs of administering and enforcing the programs established herein, including registration processing, inspections, fire prevention review, parking enforcement, and digital monitoring, and are not intended to raise general revenue; and

WHEREAS, the City Council has previously amended Chapter 8.09 to, among other things, limit the number of short-term rental licenses granted to a dwelling, prohibit accessory dwelling units from being offered as short-term rentals, require proof of owner occupancy upon registration, and strengthen enforcement through per-day fines, cease-and-desist orders, and injunctive relief, and this ordinance carries forward and integrates those amendments into the restated Chapter 8.09; and

WHEREAS, the unregulated rental of individual bedrooms is associated with overcrowding, unsanitary conditions, and elevated fire and life-safety risks, including the unlawful conversion of dwellings into de facto rooming houses, as documented by housing and fire officials in the City and in neighboring municipalities, and the City Council finds that permitting the rental of rooms only to boarders, as provided in Section 17.08.100 of the zoning ordinances (limited to two (2) boarders in a dwelling unit, registered by the owner on the rental registry, hosted by a tenant household only with the written consent of the owner, and subject to inspection) while prohibiting unregistered, unconsented, and excess room rentals, and while exempting family living arrangements, household cost-sharing, whole-unit tenancies, and duly licensed lodging houses, is necessary to protect the health, safety, and welfare of occupants and neighborhoods; and

WHEREAS, Title 17 (Zoning) of the Revised Ordinances limits the occupancy of a dwelling unit to a single family maintaining a common household and, by Section 17.08.100, permits up to two

(2) persons to rent a room as boarders in a legal dwelling unit without private cooking or sanitation facilities; and the City Council finds that the room-rental provisions of Section 8.08.030(F) of this ordinance enforce, and do not amend, expand, or supersede, those existing zoning provisions, and are adopted as an exercise of the City's general police powers in aid of the enforcement thereof; and

WHEREAS, M.G.L. c. 64G, § 14 expressly authorizes municipalities to regulate the location and number of short-term rental operators, and the City Council finds that limiting short-term rental operation in non-owner-occupied buildings to ten percent (10%) of units in buildings of ten (10) or more units, within districts characterized by commercial activity, transit access, larger multifamily building stock, and off-street parking, appropriately channels transient-lodging demand away from residential neighborhoods and preserves at least ninety percent (90%) of the units in any eligible building for long-term housing; and

WHEREAS, overnight on-street parking in the City of Revere is prohibited except pursuant to resident parking permits issued under Title 10 of the Revised Ordinances, for which short-term rental guests are not eligible, and the short-term rental parking permit established by this ordinance confers upon such guests an overnight on-street parking privilege not otherwise available to them, at a fee calculated to recover the costs of administering and enforcing that privilege; and

WHEREAS, the City Council has determined that short-term rental use in the districts identified in Section 8.09.030(B) is permissible under the existing provisions of Title 17 (Zoning) of these ordinances, and adopts this ordinance under the City's general police powers and M.G.L. c. 64G, § 14; and

WHEREAS, the use of modern digital tools, including an online registry portal, a public searchable database, and city-wide digital monitoring of rental advertising, will create an accurate, real-time inventory of all rental activity within the City;

Be it ordained by the City of Revere, MA as follows:

SECTION 1. Repeal and replacement of Chapter 8.08. Chapter 8.08 of the Revised Ordinances of the City of Revere, entitled "Sanitary Fitness of Rental Units," is hereby repealed in its entirety and replaced with a new Chapter 8.08, entitled "Unified Rental Registry, Inspection, and Certificate of Fitness Program," to read as follows:

Chapter 8.08: Unified Rental Registry, Inspection, and Certificate of Fitness Program

8.08.010 Purpose and authority.

A. The purpose of this chapter is to protect the public health, safety, and welfare of the occupants of rental housing and the residents of the City of Revere by establishing a unified rental registry of all rental units within the City; transitioning the City from a reactive, complaint-only enforcement model to a proactive, data-driven, performance-based enforcement model; and maintaining an accurate, real-time inventory of all long-term and short-term rental activity within the City.

B. This chapter is adopted pursuant to the general police powers of the City, the Home Rule Amendment to the Massachusetts Constitution, M.G.L. c. 111, §§ 31 and 127A et seq., M.G.L. c.

40U, and the State Sanitary Code, 105 CMR 410.000 (Minimum Standards of Fitness for Human Habitation), as the same may be amended from time to time.

C. This chapter shall be administered jointly by the Board of Health, the Inspectional Services Department, and, with respect to short-term rentals, the Short Term Rental Office, each acting within its respective jurisdiction.

8.08.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:

"Accessory dwelling unit" or "ADU" means a self-contained housing unit as defined in M.G.L. c. 40A, § 1A and, to the extent consistent therewith, Chapter 17.25 of these ordinances.

"Board of Health" means the Board of Health of the City of Revere or its authorized agents, including housing inspectors.

"Boarder" means one of not more than two (2) persons renting a room in a legal dwelling unit without private cooking or sanitation facilities, as provided in Section 17.08.100 of these ordinances.

"Certificate of fitness" means the certification issued by the Board of Health or its agents that a dwelling unit meets the standards set forth in the State Sanitary Code, 105 CMR 410.000, Minimum Standards of Fitness for Human Habitation.

"Condition deemed to endanger" means a condition enumerated in 105 CMR 410.630(A), or otherwise determined by the inspector pursuant to 105 CMR 410.630(B) to be a condition which may endanger or materially impair the health, safety, or well-being of an occupant, as the State Sanitary Code may be amended or renumbered from time to time.

"Digital rental ledger" means the electronic database and online portal maintained by the City pursuant to Section 8.08.050, constituting the official registry of all rental units in the City.

"Family member" means a person related to the owner or, where the context concerns another occupant, to that occupant, by blood, marriage, adoption, or legal guardianship, including without limitation a spouse or domestic partner, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin, together with corresponding step-relations and relations by marriage (in-laws), consistent with the scope of the definition of family in Title 17 (Zoning) of these ordinances.

"Inspectional Services Department" or "ISD" means the Inspectional Services Department of the City of Revere, including the Building Department and its authorized inspectors.

"Owner" means every person, entity, trust, or partnership who alone or jointly with others has legal or equitable title to any dwelling or rental unit, or who has charge, care, or control of any dwelling or rental unit as agent, executor, administrator, trustee, or guardian. For the purposes of the fee cap and unit-aggregation provisions of Section 8.08.060(E), and for the purposes of Section 8.08.060(H), entities under common ownership or control (including affiliated limited liability

companies, corporations, trusts, and partnerships, and entities sharing common principals, managers, or beneficial owners) shall be treated as a single owner.

"Rental unit" means any dwelling unit, apartment, tenement, room, accessory dwelling unit, or other residential premises occupied or offered for occupancy in exchange for rent or other consideration, whether on a long-term or short-term basis, other than units in a licensed hotel or motel.

"Short-term rental" or "STR" means a short-term rental as defined in Section 8.09.020, regulated under Chapter 8.09 of these ordinances.

"Short Term Rental Office" means the office designated by the Mayor pursuant to Chapter 8.09 to implement, oversee, and enforce the regulation of short-term rentals.

"Substantiated violation" means a violation of the State Sanitary Code, the State Building Code, these ordinances, or other applicable law that has been confirmed by inspection or investigation by the Board of Health, the Inspectional Services Department, the Short Term Rental Office, the Fire Department, or the Police Department, and reduced to a written notice, order, or citation. A violation shall not be counted as a substantiated violation for purposes of tier classification under Section 8.08.060, eligibility, probation, or revocation under Section 8.08.085, revocation or good standing under Chapter 8.09, or the escalation provisions of Section 8.08.090(A)(3) and (4), unless and until it has become final, meaning that the period for appeal under Section 8.08.090(F) has expired without a timely appeal or the violation has been upheld on appeal; a violation annulled on appeal shall be expunged from all such calculations. Upon becoming final, a violation shall be counted as of the date of its original citation for purposes of all lookback periods, escalation determinations, and classifications under this chapter. Notwithstanding the foregoing, an uncorrected condition deemed to endanger may be counted and acted upon immediately upon citation, pending any appeal, consistent with Section 8.08.090(F).

8.08.030 Rental registration required; exemptions.

A. Annual registration required. Every rental unit within the City of Revere shall be registered annually with the City on the digital rental ledger. Registration shall include, at a minimum: the address and description of the property and each rental unit; the name, address, telephone number, and electronic mail address of the owner and of a designated emergency contact available twenty-four (24) hours per day; proof of compliance with the State Sanitary Code as required by this chapter; and such further information as the Board of Health or the Inspectional Services Department may reasonably require.

B. Units subject to registration. Registration is required for each of the following:

1. Non-owner-occupied residential rental units;
2. Rooms within dwelling units rented to boarders, as permitted by and subject to subsection F of this section;
3. Accessory dwelling units (ADUs);
4. Short-term rental units (STRs), which shall additionally comply with Chapter 8.09;
5. Apartment buildings and complexes, on a per-unit basis.

C. Exemptions. The following are exempt from registration under this chapter: (1) public housing owned or operated by the Revere Housing Authority or other governmental entity; (2) state-licensed shelters and group residences licensed or operated by the Commonwealth; and (3) rooms within lodging houses, rooming houses, and boardinghouses duly licensed under M.G.L. c. 140 and applicable ordinances, which remain subject to the licensing, inspection, and sanitary requirements applicable thereto.

D. Family occupancy; report exempt; no fee or inspection. The occupancy of a bedroom, an accessory dwelling unit, or a residential unit (such as one (1) unit of a two-family, three-family, or multifamily dwelling) of the owner's property exclusively by family members of the owner, whether or not consideration is paid, is not a commercial rental and shall be exempt from reporting and registration on the digital ledger, registration fees, tier classification, and the cyclical inspection schedule of this chapter. A property flagged as a potential rental through any means of investigation can be claimed as exempt by the owner due to family occupancy. A claim of this status shall be supported by a written attestation, signed by the owner under the penalties of perjury, identifying the family relationship, with supporting documentation to be provided upon request of the Board of Health or the Inspectional Services Department; a false attestation shall constitute a violation of this chapter. This status shall be revoked, and the unit shall thereafter be registered and subject to all standard fees, inspections, and fines under this chapter, upon a finding that the occupancy is not exclusively by family members, or upon a substantiated violation of the terms of this subsection, including a false attestation. Nothing in this subsection exempts any dwelling from the State Sanitary Code or from the investigation of complaints under Section 8.08.080(B).

E. New unit fee exemption. In recognition of the rigorous permitting and inspection process attendant to the creation of new residential units, any rental unit for which a certificate of occupancy has been issued by the Building Department in connection with the creation of a new residential unit, including a newly constructed building, a newly constructed unit within an existing building, or a change of use or conversion that creates one or more additional residential units (such as the conversion of a single-family dwelling to a two-family dwelling or the addition of an accessory dwelling unit), shall be required to register but shall be exempt from the payment of registration fees for the first five (5) years following issuance of such certificate of occupancy. This exemption does not apply to certificates of occupancy issued in connection with the renovation, alteration, or repair of existing units where no new residential unit is created. Such units remain subject to all other provisions of this chapter, including inspection and enforcement, from the first day of operation.

F. Rental of rooms to boarders; family and household arrangements; advertising.

1. Boarder rentals permitted; registration and inspection required. The rental of an individual room within a dwelling unit is permitted only as a boarder arrangement consistent with Section 17.08.100 of these ordinances and this subsection. Rooms within a dwelling unit may be rented to not more than two (2) boarders, provided that: (a) each room so rented is registered on the digital rental ledger by the owner of the dwelling unit as a rental unit under this chapter, is subject to the base registration fee of Section 8.08.060, and is subject to inspection and tier classification in accordance with Sections 8.08.060 and 8.08.080; (b) where the dwelling unit is occupied by a tenant household rather than by the owner, a boarder may be hosted only with the written consent of the owner, executed by the owner and filed with the registration; (c) no room so rented contains

private cooking or sanitation facilities; (d) each such rental is for a period exceeding thirty-one (31) consecutive days, the short-term rental of individual rooms remaining prohibited under Section 8.09.030(D); and (e) the dwelling unit otherwise complies with the State Sanitary Code and all applicable occupancy limits.

2. *Prohibited room rentals.* The rental of a room to a boarder in a dwelling unit for which no registration under paragraph 1 of this subsection is in effect is prohibited. The letting of rooms for separate rents by a tenant or master tenant without the registration and owner consent required by paragraph 1 is prohibited. The rental of rooms within a dwelling unit to more than two (2) boarders is prohibited, and nothing in this chapter authorizes the operation of a lodging house, rooming house, or boardinghouse except as duly licensed under M.G.L. c. 140 and applicable ordinances. Whether an arrangement constitutes a permitted boarder rental or a prohibited room rental shall be determined by its substance rather than the label affixed to it. Nothing in this subsection applies to duly licensed lodging houses, to group residences, congregate housing, or supportive housing operated in accordance with applicable law, or to housing arrangements for persons with disabilities protected under state or federal law, including reasonable accommodations required thereunder.

3. *Family and household arrangements; not a rental.* The occupancy of a dwelling or any portion thereof by family members of the owner who mutually share the costs of the home, do not constitute a rental or boarder arrangement for the purposes of this chapter and are exempt from registering on the digital ledger, registration fees, tier classification, and cyclical inspection. Upon inquiry by the City in connection with enforcement of this subsection, a person claiming the benefit of this paragraph shall provide a written attestation, signed under the penalties of perjury, describing the family or household relationship, with supporting documentation to be provided upon request; a false attestation shall constitute a violation of this chapter.

4. *Whole-unit tenancies.* Nothing in this subsection prohibits the rental of an entire dwelling unit to two or more persons, whether or not related, under a single tenancy, nor the ordinary sharing of housing costs among the members of such a tenancy or household.

5. *Advertising.* No person shall advertise, list, offer, or market for rent, in any medium, an individual room or any portion of a dwelling unit less than the whole, unless the room is registered as a boarder rental under paragraph 1 of this subsection and the advertisement conspicuously displays the registration number issued for the room. An arrangement that is advertised, listed, or offered to the general public for consideration shall not qualify as a family or household arrangement under paragraph 3 of this subsection or subsection D of this section. This paragraph does not prohibit an advertisement seeking a co-tenant or household member to join an existing tenancy or household on a cost-sharing basis consistent with paragraphs 3 and 4, provided the advertisement does not offer an individual room for separate rent.

6. *Enforcement; presumption.* Violations of this subsection, including advertising violations identified through the digital monitoring described in Section 8.08.050(D), shall be enforced pursuant to Section 8.08.090. An advertisement, listing, or offering of an individual room or partial dwelling unit that does not display a valid registration number shall constitute prima facie evidence of a violation of this subsection, which presumption may be rebutted by evidence that the listing was stale, unauthorized, erroneous, or not attributable to the person cited; each such advertisement, and each room rented in violation of this subsection, shall constitute a separate violation. Nothing

in this subsection authorizes the removal of any occupant except by lawful process, and no violation of this subsection shall be construed to authorize self-help eviction.

7. *Owner safe harbor.* An owner shall not be liable, and no fine shall be imposed upon the owner nor lien upon the property, under this subsection for a room rental undertaken by a tenant without the owner's knowledge or consent, provided that, within fourteen (14) days of written notice from the City, the owner initiates and thereafter diligently pursues corrective action, which may include the service of a notice to quit, the pursuit of injunctive or summary process relief, or other lawful measures to terminate the prohibited arrangement. The safe harbor of this paragraph shall not apply where the owner had actual or constructive knowledge of the arrangement, accepted rent or other consideration attributable to it, or failed to pursue corrective action diligently.

8. *Relationship to zoning.* This subsection (i) enforces the occupancy limitations of Title 17 (Zoning) of these ordinances, including the boarder provisions of Section 17.08.100, and (ii) separately imposes registration, consent, and operational conditions upon the letting of rooms, as an exercise of the City's general police powers. Nothing in this subsection shall be construed to amend, expand, or supersede Title 17, and nothing in this subsection authorizes any use or occupancy of a dwelling unit not otherwise permitted under Title 17. The registration, consent, inspection, and advertising requirements of this subsection are independently supported by the City's general police powers and by M.G.L. c. 111, and shall be enforceable without regard to the availability, limitation, or timeliness of any zoning enforcement remedy, including any limitation under M.G.L. c. 40A, § 7.

8.08.040 Registration procedure; annual cycle.

A. *Split enforcement cycle.* The City shall administer this chapter on a split annual cycle: (1) from January 1 through June 30 of each year, the City shall focus on new registrations, renewals, and short-term rental licensing; and (2) from July 1 through December 31 of each year, the City shall focus on cyclical inspections and enforcement.

B. *Deadline.* All registrations and renewals shall be completed no later than June 30 of each year. Failure to register or renew by the deadline shall constitute a violation of this chapter and shall subject the owner to administrative fines pursuant to Section 8.08.090.

C. *Initial registration; new rental units.* Notwithstanding subsection A, a rental unit first offered for rent at any point in the calendar year shall be registered before the unit is offered, advertised, or occupied for rent. Following initial registration, the unit shall renew on the standard annual cycle established in this section, with the first renewal due by the June 30 next following initial registration.

D. *Change in ownership or contact information.* An owner shall update the registration within thirty (30) days of any transfer of ownership or change in the emergency contact or agent information on file.

8.08.050 Digital rental ledger; online portal; digital monitoring.

A. *Digital rental ledger.* The City shall establish and maintain an electronic rental registry database and online portal, which shall constitute the official record of all registered rental units in the City.

B. *Public search.* The portal shall provide a publicly accessible search function permitting any person, including tenants and prospective tenants, to search by address to verify a rental unit's registration status, short-term rental status, and inspection history, which shall be matters of public record. Inspection history shall be displayed on the publicly accessible portion of the portal without differentiation as to whether an inspection was cyclical, program-required, or complaint-initiated, and the existence, source, or provenance of any complaint shall be maintained internally and shall not be displayed, except as disclosure may be required by law. The publicly accessible portion of the portal shall display only such registration status, short-term rental status, and inspection history, and shall not display or disclose any other record or information, including without limitation the personal information of tenants, occupants, or complainants, the identity of any complainant, owner financial information, or documents uploaded to the owner dashboard, except as otherwise required by the public records law, M.G.L. c. 66.

C. *Owner dashboard.* The portal shall provide registered owners a secure dashboard for registration and renewal, the upload of required documentation (including proof of insurance and proof of residency where applicable), the scheduling of inspections, and the payment of fees. Personal information collected through the portal, including identification and license documentation, shall be maintained and safeguarded in accordance with M.G.L. c. 93H and 201 CMR 17.00, and any vendor engaged to operate or support the portal or the digital monitoring described in subsection D shall be contractually bound to the same standards.

D. *City-wide digital monitoring.* The City may procure and utilize digital monitoring tools and services to monitor publicly available online advertisements and listings of rental units, both short-term and long-term, throughout the City. Any rental unit advertised or listed without a valid registration number issued under this chapter or under Chapter 8.09, and any advertisement or listing prohibited by Section 8.08.030(F) or Section 8.09.030(D), may be flagged for investigation and, upon the verification required by Section 8.08.090(C), issuance of a violation notice pursuant to Section 8.08.090.

8.08.060 Registration fees; performance-based enforcement tiers.

A. *Flat base fee.* The annual base registration fee shall be twenty-five dollars (\$25.00) per rental unit, regardless of enforcement tier. The City adopts a violation-dependent fine structure in lieu of variable base fees, so that compliant owners pay a low flat rate while chronically non-compliant owners bear the cost of the increased oversight their properties require.

B. *Performance-based tiers.* Each registered rental unit, and each residential building containing registered rental units, shall be assigned a status tier by the Board of Health, in consultation with the Inspectional Services Department, in accordance with the criteria of subsection C and the procedures of subsection D, as follows:

Status Category	Annual Base Registration Fee	Inspection Frequency	Enforcement Level
Tier 1 (Compliant)	\$25.00 per unit (flat)	Once every five (5) years	Standard enforcement; uniform fine schedule of Section 8.08.090(A); \$75.00

Status Category	Annual Base Registration Fee	Inspection Frequency	Enforcement Level
			re-inspection fee per additional visit
Tier 2 (Minor Violations)	\$25.00 per unit (flat)	Once every three (3) years	Written order and cure period for a first violation; thereafter fines under Section 8.08.090(A); \$75.00 re-inspection fee per additional visit
Tier 3 (Chronic / Severe)	\$25.00 per unit (flat)	Annually	Fines under the uniform schedule of Section 8.08.090(A), up to \$490.00 per violation per day (M.G.L. c. 40U); \$75.00 re-inspection fee per additional visit

C. Tier criteria. Tier assignments shall be made according to the following uniform criteria, applied to the violation history of the unit and its building:

1. Tier 3 (Chronic / Severe). A rental unit shall be assigned to Tier 3 if, within the preceding twenty-four (24) months: (a) a substantiated condition deemed to endanger, as enumerated in 105 CMR 410.630(A) (including, without limitation, failure to provide hot and cold water for twenty-four (24) hours or longer, failure to provide required heat, the shutoff of or failure to restore electricity, gas, or water, the absence of required smoke detectors or carbon monoxide alarms, structural defects exposing occupants to danger, or the obstruction of egress) was not corrected within the timeframe ordered pursuant to 105 CMR 410.640 or the applicable order; (b) any substantiated violation of any kind was not remedied within the time ordered, it being noted that pursuant to 105 CMR 410.630(A) any violation not remedied within the time ordered by the Board of Health is deemed a condition which may endanger or materially impair health or safety; (c) two (2) or more substantiated conditions deemed to endanger were confirmed, whether or not timely corrected; (d) three (3) or more substantiated violations countable under paragraph 4 of this subsection were confirmed; or (e) substantiated violations of the same or a similar nature were confirmed across multiple units of the same property, evidencing a property-wide pattern.

2. Tier 2 (Minor Violations). A rental unit shall be assigned to Tier 2 if, within the preceding twenty-four (24) months, one (1) or two (2) substantiated violations were confirmed, each of which was corrected within the timeframe ordered, and no more than one (1) of which constituted a condition deemed to endanger.

3. Tier 1 (Compliant). A rental unit with no substantiated violation within the preceding twenty-four (24) months shall be assigned to Tier 1.

4. *Materiality.* Only material violations shall be considered in determining Tier 3 status. A violation is material if it poses a threat to health, safety, or habitability. A violation that is not material, including a registration, administrative, or paperwork violation, shall not be counted toward Tier 3 classification unless it remains uncorrected beyond the prescribed compliance period without good cause shown by the owner, or forms part of a repeated pattern of noncompliance, in either of which cases it shall be counted. The burden of demonstrating good cause for an uncorrected violation shall rest with the owner.

5. *Building-level classification.* Tier classification shall be applied at both the unit and the building level, as follows: (a) a substantiated violation arising from or affecting a common area or a shared building system or element, including without limitation heating, hot water, electrical, gas, water, or sewage systems, the building envelope or structure, means of egress, or a pest infestation affecting multiple units, shall be attributed to the building and shall be counted in the tier classification of the building and of every rental unit within it; (b) a building shall be assigned to Tier 3 if, within the preceding twenty-four (24) months, three (3) or more rental units, or five percent (5%) of the rental units in the building, whichever is greater, have individually qualified for Tier 3, or upon a property-wide pattern described in paragraph 1(e) of this subsection; (c) a building shall be assigned to Tier 2 if, within the preceding twenty-four (24) months, three (3) or more rental units, or five percent (5%) of the rental units in the building, whichever is greater, have individually qualified for Tier 2 or a more severe tier and the building does not qualify for Tier 3; (d) each rental unit within a building shall carry a tier no less severe than the tier of the building, and where the unit and the building qualify for different tiers, the more severe shall govern for all purposes of this chapter; (e) wherever this chapter or Chapter 8.09 refers to the tier of a property, the property shall be deemed to hold the most severe tier then assigned to the building or to any rental unit within it; and (f) for a building assigned to Tier 2 or Tier 3, the Board of Health may satisfy the applicable inspection frequency for the building through the inspection of all common areas and shared building systems together with a representative sample of rental units established by regulation; provided, that any unit with a substantiated violation within the preceding twenty-four (24) months shall be included in each such inspection, and that every rental unit in the building shall be inspected not less than once within any five (5) year period; and (g) in a building organized as a condominium or housing cooperative, the building-level rules of this paragraph shall be applied separately to the rental units held under common ownership or control, a violation of a common area or shared system or element shall be attributed to the party responsible for its maintenance under the governing documents and to the rental units held by that party, and no rental unit shall be classified on the basis of violations attributable solely to units held by unrelated owners.

6. *Excusable maintenance events.* A substantiated violation shall not be counted for purposes of tier classification under this section, eligibility, probation, or revocation under Section 8.08.085, or the escalation provisions of Section 8.08.090(A)(3) and (4), where the Board of Health finds that: (a) the condition arose from the sudden and unforeseeable failure of a building system or component, from severe weather, fire, flood, or utility interruption not attributable to the owner, or from another cause outside the owner's control, and not from deferred maintenance, neglect, or the owner's failure to exercise reasonable care; (b) the owner reported or responded to the condition promptly upon actual or constructive notice; (c) the condition was corrected, or interim protective measures (including temporary heat, hot water, or equivalent protections) were provided, within the timeframe ordered or, where no order issued, within a reasonable time; and (d) the owner

produces, upon request, records of the regular maintenance or servicing of the affected system where such maintenance is customary. The burden of establishing an excusable maintenance event rests with the owner. An excusable maintenance event does not excuse compliance with any order, does not suspend or reduce fines for failure to correct, and shall be noted in the internal inspection record.

D. *Tier assignment; notice; appeal.* The Board of Health shall provide the owner with written notice of any assignment or reassignment of a unit or building to Tier 2 or Tier 3, identifying each substantiated violation relied upon. The owner may appeal the assignment or reassignment to the Municipal Hearing Officer within twenty-one (21) days of the notice, and the assignment shall be stayed pending the decision on a timely appeal, except that an assignment based in whole or in part upon an uncorrected condition deemed to endanger, or upon another documented threat to life safety, shall take effect immediately, pending decision. The Board of Health shall review tier assignments not less than annually. Restoration to a lower tier is governed by subsection G.

E. *Large building cap.* Total annual registration fees for any residential building or complex containing two hundred (200) or more rental units shall not exceed five thousand dollars (\$5,000.00). For an owner of more than one property whose combined rental units within the City total two hundred (200) or more, aggregate annual registration fees for all such units shall not exceed five thousand dollars (\$5,000.00). This cap reflects the reduced per-unit administrative cost of registering units held under consolidated ownership and professional management (including consolidated registration submissions, unified emergency and management contacts, and building-level inspection efficiencies) and further reflects that professionally managed portfolios of this scale are those most likely to hold, and to be capable of maintaining, the Qualified Maintenance Property designation under Section 8.08.085, under which the City's cyclical inspection costs for such units are substantially reduced or eliminated; the cap is accordingly calculated to keep aggregate registration fees commensurate with the City's actual costs of administration.

F. *Re-inspection fee.* A re-inspection fee of seventy-five dollars (\$75.00) shall be assessed for each inspection visit required after the initial follow-up inspection to confirm the correction of cited violations.

G. *Tier review.* Tier assignments shall be reviewed not less than annually and upon each renewal. A unit or building shall be reassigned to the tier for which it then qualifies under the criteria of subsection C, applied to the preceding twenty-four (24) months, as violations age out of that lookback period; accordingly, a unit or building with no substantiated violation within the preceding twenty-four (24) months shall be restored to Tier 1. The Board of Health may restore a unit or building to a less severe tier earlier upon written determination.

H. *Status runs with the property.* Tier status, violation history, and any designation, revocation, or period of ineligibility under Section 8.08.085 attach to the property and are unaffected by any transfer of ownership, including transfers to or between entities under common ownership or control. A transfer of ownership shall not reset, discharge, or diminish a property's violation history or tier assignment. Notwithstanding the foregoing, upon a bona fide arm's-length transfer to a purchaser having no common ownership, control, principals, managers, or beneficial owners with the transferor, the new owner may request an administrative review of the property's tier classification and eligibility under Section 8.08.085. The Board of Health shall cause an inspection of the property to be conducted within a reasonable time of the request and may provisionally adjust the property's tier classification based upon current conditions, demonstrated compliance

efforts, and the absence of ongoing violations, subject to confirmation at the next inspection cycle. The burden of demonstrating the arm's-length character of the transfer shall rest with the requesting owner.

8.08.070 Certificate of fitness; program-required and owner-requested inspections.

A. *Relationship to registry.* The unified rental registry operates in tandem with, and does not replace, certificate of fitness inspections mandated for particular units or programs.

B. *Program-required inspections.* A certificate of fitness inspection, at a fee of seventy-five dollars (\$75.00) per unit, shall continue to be required for any rental unit participating in a housing program that requires an inspection prior to occupancy as a condition of participation or subsidy eligibility, including without limitation the Section 8 / Housing Choice Voucher Program and any comparable federal, state, or local program. Properties participating in such programs shall also register on the unified registry, but program-required inspections remain a distinct requirement of the applicable program.

C. *New construction.* A certificate of fitness shall be required for each new-construction dwelling unit as a condition of the issuance of a certificate of occupancy by the Building Department.

D. *Standards; posting.* Certificates of fitness shall certify compliance with the State Sanitary Code, 105 CMR 410.000, Minimum Standards of Fitness for Human Habitation. Upon issuance, the certificate shall be posted in a conspicuous place in a common area of the building or a copy provided to the occupant of the unit.

E. *Owner-requested turnover inspections.* Upon the request of any owner, the Board of Health or its agents shall conduct a certificate of fitness inspection of a rental unit upon vacancy or turnover, at the same fee of seventy-five dollars (\$75.00) per unit. The fee established by this section is a uniform, service-based charge for an individually scheduled inspection and applies equally to program-required inspections under subsection B and owner-requested inspections under this subsection, without regard to the program participation, subsidy status, or source of income of any occupant or prospective occupant.

8.08.080 Inspections; tenant complaints.

A. *Cyclical inspections.* The Board of Health and the Inspectional Services Department shall conduct cyclical inspections of registered rental units in accordance with the tier frequencies established in Section 8.08.060, principally during the second half of each calendar year.

B. *Tenant complaints.* Every complaint concerning a rental unit submitted to the City by a tenant or occupant, whether through the 311 system, by telephone, in writing, by electronic mail, or otherwise, shall be investigated by a housing inspector. If a substantiated violation is found upon inspection, fines may be issued pursuant to M.G.L. c. 40U and Section 8.08.090, and the tier status of the property on the rental registry may be adjusted accordingly. Retaliation by an owner against any tenant for making a complaint to the City or otherwise exercising rights under this chapter is prohibited under M.G.L. c. 186, § 18 and M.G.L. c. 239, § 2A. The City may refer suspected violations of anti-retaliation laws to the appropriate enforcement agencies or courts, and may consider substantiated evidence of retaliation in determining tier classification and enforcement actions under this chapter.

C. *Notice to occupants.* For any cyclical inspection scheduled under this chapter, the owner shall provide each affected tenant or occupant with written notice of the date and approximate time of the inspection at least fourteen (14) days in advance, or such other reasonable notice period as the Board of Health may establish by regulation, consistent with the tenant's rights of quiet enjoyment and applicable law.

D. *Consent; administrative search warrant.* Inspections shall be conducted with the consent of the occupant or, where the unit is unoccupied, of the owner, in accordance with the State Sanitary Code and applicable law. Nothing in this chapter shall be construed to condition registration upon the waiver of any constitutional right. If entry for an inspection required by this chapter is refused or cannot be obtained after reasonable efforts and lawful notice, the Board of Health or the Inspectional Services Department may petition a court of competent jurisdiction for an administrative search warrant authorizing the inspection, and may pursue such warrant in every instance of continued noncompliance or noncooperation.

E. *Documented occupant refusal; owner held harmless.* Where the owner has provided the notice required by subsection C and has facilitated access, an occupant's refusal of entry for a cyclical inspection shall be documented in the internal records of the enforcing departments, which documentation shall not be displayed on the publicly accessible portal or on the owner dashboard, except as disclosure may be required by law, and shall not constitute a violation by the owner nor adversely affect the property's tier status. A unit for which entry was refused shall be inspected at the next scheduled cycle or upon vacancy of the unit, whichever occurs first, and the City may seek an administrative search warrant pursuant to subsection D where the refusal coincides with indicia of risk, including without limitation complaint history, fire or emergency response history, visible exterior conditions, or a building-wide pattern of refusals suggesting owner concealment.

F. *Phased implementation of cyclical inspections.* The Board of Health and the Inspectional Services Department may phase the implementation of the cyclical inspection schedule established in Section 8.08.060 based on available staffing and resources, provided that priority shall be given to properties classified as Tier 3, properties subject to substantiated complaints, and properties with a history of serious violations. Nothing in this subsection relieves the Board of Health of its obligation under the State Sanitary Code and subsection B to inspect upon complaint, nor limits the enforcement of any other provision of this chapter.

8.08.085 Qualified maintenance program; waiver of cyclical inspection schedule.

A. *Purpose.* To direct limited municipal inspection resources toward the highest-risk properties, the Board of Health may waive the cyclical inspection schedule established in Section 8.08.060 for registered rental properties that maintain a qualified maintenance program meeting the requirements of this section, while preserving the City's full authority to audit, inspect, and enforce.

B. *Eligibility.* Upon application through the online portal, the Board of Health may designate a registered rental property as a Qualified Maintenance Property if the owner demonstrates each of the following:

- 1.** The property is staffed by full-time maintenance personnel who are either on site or on call twenty-four (24) hours per day, seven (7) days per week, and capable of responding immediately, and who are trained in the maintenance trades relevant to the property, as evidenced by applicable trade licenses, industry certifications, or documented training records submitted with the

application. The application shall identify each such individual by name, shall disclose every other property, within or outside the City, served by the same personnel, and shall demonstrate staffing reasonably sufficient for the size and character of the property, including a reasonable ratio of maintenance personnel to dwelling units across all properties served by the same personnel, as determined by the Board of Health, sufficient to ensure timely response to repair needs and ongoing property upkeep. The owner shall certify, under the penalties of perjury, the availability and response capability of the identified personnel, and shall re-certify at each annual renewal;

2. The owner designates a single point of contact for the property, available twenty-four (24) hours per day, seven (7) days per week, whose name and contact information shall be maintained on the registry, and to whom the City shall promptly transmit a copy of any tenant maintenance contact or complaint received by the City, concurrently with, and without limiting, delaying, or supplanting, the City's investigation of such complaint under Section 8.08.080(B); provided, that any complaint alleging a condition deemed to endanger shall be inspected in accordance with the State Sanitary Code notwithstanding the designation;

3. The property is in Tier 1 (Compliant) status under Section 8.08.060 and has had no substantiated violation of the State Sanitary Code, the State Building Code, or these ordinances within the preceding twenty-four (24) months;

4. The owner maintains, in a form acceptable to the Board of Health, contemporaneous written or electronic logs of (i) all maintenance requests, work orders, and completed repairs, and (ii) all tenant complaints and their disposition, each retained for a minimum of three (3) years; and

5. The owner executes an acknowledgment, in a form provided by the Board of Health, consenting to the audit and random inspection provisions of subsections D and E of this section as a condition of the designation.

C. *Effect of designation.* A Qualified Maintenance Property shall be exempt from the cyclical inspection schedule of Section 8.08.060 for so long as the designation remains in effect. The designation shall not exempt the property from annual registration and renewal, from inspections of short-term rental units required under Chapter 8.09, from program-required or owner-requested inspections under Section 8.08.070, from the investigation of complaints under Section 8.08.080(B), or from any other provision of this chapter. The designation shall be re-certified by the owner at each annual renewal, accompanied by an updated staffing roster and evidence of continued qualification.

D. *Random audits of logs.* The Board of Health, the Inspectional Services Department, or their designees may, at any time and without prior notice or cause, audit the maintenance and complaint logs required by subsection B(4). The owner shall produce such logs within five (5) business days of a written demand. Failure to maintain or produce the required logs, or the falsification of any log, shall result in the immediate revocation of the designation and may subject the owner to fines under Section 8.08.090.

E. *Random inspections.* The City may conduct random inspections of a reasonable sample of units at any Qualified Maintenance Property, selected at the discretion of the Board of Health, with notice to occupants as provided in Section 8.08.080(C). All such inspections of occupied units shall be subject to the consent, warrant, and documented-refusal provisions of Section 8.08.080(C) through (E); the owner's acknowledgment under subsection B(5) constitutes the owner's consent

with respect to unoccupied units and common areas only, and shall not be construed as consent to the entry of any unit occupied by a tenant. Such random inspections shall not be counted against the property for fee purposes unless a violation is substantiated.

F. Probationary status; revocation. Upon a first substantiated violation at the property within any twenty-four (24) month period that does not constitute a condition deemed to endanger and that is corrected within the timeframe ordered, the designation shall be placed on probationary status for twelve (12) months rather than revoked. During probationary status the designation shall continue in effect, notwithstanding the property's assignment to Tier 2 under Section 8.08.060, the City shall conduct one (1) follow-up inspection of the affected unit or condition, and the property may recertify at annual renewal notwithstanding subsection (B)(3) of this section, provided all other requirements of subsection B remain satisfied. The designation shall be revoked upon: (1) any substantiated condition deemed to endanger at the property; (2) any second substantiated violation during probationary status; (3) any substantiated violation not corrected within the timeframe ordered; (4) the loss of qualifying maintenance staffing for a period exceeding thirty (30) days without written notice to the Board of Health and an approved interim plan; or (5) any failure under subsection D of this section, including the failure to maintain or produce the required logs or the falsification of any log. Upon revocation, the property shall re-enter the cyclical inspection schedule at the tier corresponding to its violation history under Section 8.08.060(C) and shall be inspected within ninety (90) days. A property whose designation has been revoked shall not be eligible for re-designation for a period of twenty-four (24) months.

G. Appeals. The denial, non-renewal, or revocation of a designation under this section may be appealed to the Municipal Hearing Officer within twenty-one (21) days of written notice thereof. A revocation shall be stayed pending the decision on a timely appeal, except that a revocation based in whole or in part upon an uncorrected condition deemed to endanger, or upon another documented threat to life safety, shall take effect immediately, pending decision.

8.08.090 Enforcement; fines; liens.

A. M.G.L. c. 40U enforcement; escalating fines. Violations of this chapter shall be enforced through the administrative procedures of M.G.L. c. 40U as accepted and implemented by the City, including Title 1, Chapter 1.12, Article III of these ordinances. For violations within the subject-matter scope of M.G.L. c. 40U, enforcement shall ordinarily proceed pursuant to c. 40U and this section rather than under Title 1, Chapter 1.12, Article II or any other general non-criminal disposition provision of these ordinances, and the penalty limits of any such general provision shall not apply to enforcement under c. 40U. Violations outside the subject-matter scope of c. 40U may be enforced pursuant to Title 1, Chapter 1.12, Article II, by criminal disposition, or by any other lawful means. Nothing herein limits the City's authority under any other general or special law, including M.G.L. c. 111. Fines shall be assessed according to the following uniform schedule, which shall apply equally to all violations of the same provision: (1) for a first substantiated violation of any provision of this chapter at a rental unit or building within the preceding twelve (12) months, other than a condition deemed to endanger or other violation posing a threat to life safety, a written order shall issue establishing a deadline for correction, and no fine shall be assessed if the violation is corrected on or before the deadline stated in the order; (2) upon failure to correct any violation by the deadline stated in the applicable order, a fine of three hundred dollars (\$300.00) per violation per day, from the deadline until the violation is corrected; (3) for a second or subsequent substantiated violation of any provision at the same rental unit or building

within twelve (12) months, other than a violation described in clause (4), a fine of three hundred dollars (\$300.00) per violation per day, from the date of citation until the violation is corrected; and (4) for a repeat substantiated violation of the same provision within twelve (12) months, or for any condition deemed to endanger or other violation posing a threat to life safety, a fine of four hundred ninety dollars (\$490.00) per violation per day, from the date of citation until the violation is corrected. Each day of continued non-compliance constitutes a separate violation. No fine under this chapter shall exceed the maximum amount permitted by M.G.L. c. 40U and the relevant provisions of the housing and sanitary codes.

B. *Failure to register.* Failure to register or renew a registration on or before June 30 shall result in the issuance of a written delinquency notice to the owner. If the registration or renewal is not completed, with all applicable fees paid, within thirty (30) days of the date of the delinquency notice, administrative fines shall issue under the schedule of subsection A, the thirty (30) day period serving as the correction deadline for purposes of said schedule and each day of continued failure thereafter constituting a separate violation. Such fines are appealable to the Municipal Hearing Officer pursuant to M.G.L. c. 40U.

C. *Advertising violations; verification required.* Data derived from the digital monitoring described in Section 8.08.050(D), or from any other source, shall constitute an investigative lead. The City may issue a citation to any owner advertising, listing, or offering a rental unit that is not currently registered under this chapter or, where applicable, under Chapter 8.09, and to any person advertising, listing, or offering an individual bedroom or partial dwelling unit in violation of Section 8.08.030(F), where an inspector or enforcement officer has verified, through direct investigation, documentation, or other reliable evidence, that the advertisement or listing is current, that it pertains to the subject property, and that it is attributable to the owner, the owner's agent, or the person cited. Upon such verification, the advertisement or listing and the associated monitoring data shall constitute evidence of the violation.

D. *Liens.* All unpaid registration fees, re-inspection fees, and fines imposed under M.G.L. c. 40U and this chapter shall constitute a municipal charge and shall be added as a lien to the property tax bill for the subject property in the manner provided by M.G.L. c. 40, § 58 and M.G.L. c. 40U.

E. *Cease-and-desist orders; injunctive relief.* In addition to the fines described in this section, the City may issue a cease-and-desist order directed at the offering, advertising, or new leasing of any rental unit that is not registered under this chapter or that is the subject of uncorrected substantiated violations, and may seek an injunction from a court of competent jurisdiction to enjoin such offering, advertising, or new leasing, to compel registration, or to compel the correction of violations. No order or relief under this subsection shall be construed to require the termination of a lawful tenancy or the displacement of a lawful occupant; any vacatur of an occupied unit for reasons of unfitness for habitation shall proceed exclusively through the condemnation and placarding procedures of the State Sanitary Code, 105 CMR 410.000, and applicable law, with such relocation protections as the law provides.

F. *Appeals; unified procedure; accrual pending appeal.* Any person aggrieved by a determination, classification, notice, or penalty issued under this chapter or Chapter 8.09, including fines, tier assignments and reassignments, Qualified Maintenance Property determinations, and short-term rental registration revocations, may file a written appeal to the Municipal Hearing Officer within twenty-one (21) days of the date of written notice of such determination. The timely filing of an appeal shall stay the collection of the associated penalty, the recording of any related

lien, and the enforcement of the adverse determination until a final decision is rendered; provided, that such stay shall not suspend the accrual of any per-day fine under subsection A of this section, which shall continue to accrue during the pendency of the appeal unless and until the underlying violation is corrected. The correction of a cited condition during the pendency of an appeal shall not constitute an admission of the violation and shall not waive or prejudice the appeal. If the appellant prevails, the associated fines shall be annulled. The Municipal Hearing Officer may, for good cause shown, reduce or waive fines accrued during the pendency of an appeal, including where the delay in scheduling or deciding the appeal was not attributable to the appellant. The foregoing stay shall not apply in cases involving an uncorrected condition deemed to endanger or another documented imminent threat to health or safety, in which cases the determination shall take effect immediately, pending decision. Fines issued pursuant to M.G.L. c. 40U shall be noticed, paid, contested, and further appealed in accordance with the procedures of said chapter, and nothing in this subsection shall be construed to conflict therewith. Appeals of orders of the Board of Health concerning sanitary conditions shall follow the procedures of the State Sanitary Code, 105 CMR 410.800 et seq.

8.08.100 Program administration and staffing.

Revenues derived from registration fees, re-inspection fees, and fines collected under this chapter shall be applied, subject to appropriation and applicable law, toward the administration of this chapter, including the procurement of digital tools and the hiring of additional housing and code enforcement inspectors as necessary to meet the inspection demands created by this chapter. Within ninety (90) days of the commencement of the initial registration period, the Board of Health shall promulgate regulations implementing this chapter, including standards defining diligent corrective action for purposes of Section 8.08.030(F)(7), reasonable maintenance staffing ratios for purposes of Section 8.08.085(B)(1), good cause for purposes of Section 8.08.060(C)(4), and the sampling methodology described in Section 8.08.060(C)(5)(f). The fee schedule established by this chapter shall be reviewed not less than annually in light of the report required by Section 8.08.110 and actual program costs, and the responsible departments shall recommend to the City Council any adjustment necessary to keep aggregate fees commensurate with the costs of administration. The City Council may revise any fee established under this chapter or Chapter 8.09 by order, upon the recommendation of the responsible departments and supported by written findings, without further amendment of this ordinance, provided that any fee so revised shall remain commensurate with the costs of administering and enforcing the service or program to which it relates. All fees established under this chapter and Chapter 8.09 are set at levels reasonably calculated to recover the costs of administering and enforcing said chapters, and shall be reviewed periodically by the responsible departments and adjusted, by order of the City Council as provided in this section or by ordinance, as necessary to remain commensurate with such costs.

8.08.110 Program transparency; reporting.

The departments responsible for the administration of this chapter and Chapter 8.09 shall publish, not less than annually, and transmit to the City Council, a report summarizing program activity, including but not limited to the number of registered units, inspections conducted, violations issued and corrected, including citations under Section 8.08.030(F) disaggregated as between owner and non-owner respondents, tier classifications, Qualified Maintenance Property designations, and short-term rental registrations, revocations, and enforcement actions, in a manner that protects

personal privacy consistent with Section 8.08.050(B) while promoting transparency and accountability.

SECTION 2. Amendment and restatement of Chapter 8.09. Chapter 8.09 of the Revised Ordinances of the City of Revere, entitled "Short-Term Rentals," is hereby amended and restated in its entirety to read as follows:

Chapter 8.09: Short-Term Rentals

8.09.010 Purpose; general provisions.

A. This chapter provides the process for the regulation, legal operation, and registration of short-term rentals in the City of Revere, to protect the safety of renters and residents, to ensure that the primary use of residential neighborhoods remains residential, and to ensure that short-term rentals are not a detriment to the character and livability of surrounding neighborhoods.

B. Short-term rental of a residential unit is permitted in the City of Revere only as expressly authorized by this chapter and only for units registered on the short-term rental registry, which shall be maintained as a component of the unified rental registry established under Chapter 8.08. A residential unit not listed on the short-term rental registry is prohibited from being offered, advertised, or used as a short-term rental.

C. The provisions of this chapter do not apply to occupancy pursuant to a bona fide lease, tenancy-at-will, or month-to-month tenancy between a landlord and a tenant, which is regulated as a long-term rental unit under Chapter 8.08, and do not alter or nullify any ordinance governing lodging houses, rooming houses, or boardinghouses.

D. Construction. This chapter regulates the manner and duration of the rental of residential units otherwise permitted under Title 17 (Zoning) of these ordinances, as an exercise of the City's police power and the authority granted by M.G.L. c. 64G, § 14. Nothing in this chapter shall be construed as an amendment to Title 17, and nothing in this chapter authorizes any use of a property not otherwise permitted under Title 17.

8.09.020 Definitions.

For the purposes of this chapter, in addition to the definitions set forth in Section 8.08.020:

"Dwelling" means a building or structure containing one or more residential units, together with the lot on which it is situated.

"Operator" means the owner of the residential unit offered as a short-term rental. Only one owner may be registered as operator for a residential unit.

"Owner-adjacent unit" means, in a residential dwelling containing four or fewer residential units, each owned or partially owned by the operator and one of them being the operator's primary residence, any residential unit in the dwelling other than the operator's primary residence.

"Primary residence" means the residential unit in which the operator resides for at least six (6) months plus one day in each calendar year.

"Short-term rental" means the rental of a residential unit, or the offering or advertising thereof, for a period of not more than thirty-one (31) consecutive calendar days, consistent with the definition of short-term rental occupancy in M.G.L. c. 64G, § 1. A short-term rental does not include occupancy pursuant to a bona fide written lease, tenancy-at-will, or month-to-month tenancy carrying the rights and obligations of landlords and tenants under M.G.L. c. 186, which occupancy constitutes a tenancy regulated under Chapter 8.08 regardless of duration. The existence of such a tenancy shall be determined by its substance, including the applicability of notice-to-quit requirements and tenant protections, and not by the label affixed to the arrangement.

"Short Term Rental Office" means the department or office designated by the Mayor to implement, oversee, and enforce this chapter, together with the short-term rental enforcement officers authorized by it.

"Short-term rental registry" means the database of registered short-term rental units maintained by the Short Term Rental Office as a component of the digital rental ledger established under Section 8.08.050. As used in this chapter, the terms "short-term rental license" and "short-term rental registration" are equivalent and interchangeable, and references to the grant, suspension, or revocation of a license shall mean the grant, suspension, or revocation of a registration under this chapter.

8.09.030 Eligible units; district-based allowance for buildings of ten or more units.

A. *Owner-occupied properties.* Short-term rental is permitted at a residential property that is owned by and contains the primary residence of the operator, when properly registered in accordance with this chapter, as follows: (1) the operator's primary residence may be offered as a short-term rental for not more than one hundred eighty (180) days in a calendar year, a limit consistent with the operator's obligation to reside in the unit for at least six (6) months plus one day in each calendar year in order to maintain it as a primary residence; and (2) owner-adjacent units may be offered as short-term rentals without an annual day limit, subject to all registration, fee, inspection, and operational requirements of this chapter. The City shall grant no more than two (2) short-term rental licenses to any dwelling registered under this subsection, inclusive of the primary residence and any owner-adjacent units.

B. *District-based allowance for non-owner-occupied buildings.* Notwithstanding subsection A, the owner of a non-owner-occupied residential building containing ten (10) or more residential units and located within the RROD, GB, GB1, RC, RC1, RC2, HB, SDOD, or CB zoning district, as such districts, including overlay districts, are established and defined in Title 17 (Zoning) of these ordinances (a building within a listed overlay district qualifying regardless of the underlying base district), may register and operate as short-term rental units up to ten percent (10%) of the residential units in the building, with any fractional entitlement rounded down to the nearest whole unit. Registration under this subsection shall be upon payment of an annual fee of six hundred dollars (\$600.00) per short-term rental unit and full compliance with this chapter and Chapter 8.08. The owner shall designate on the registration the specific units to be operated as short-term rentals, and only the designated units may be so offered, advertised, or used; the designation may be amended at renewal or upon written approval of the Short Term Rental Office. Buildings containing fewer than ten (10) residential units are not eligible under this subsection and remain governed by subsection A. The unit limits of this subsection shall apply to buildings registered under this subsection in lieu of the two-license limit of subsection A.

C. *Ineligible units.* The following are not eligible for short-term rental registration: (1) units that are neither the operator's primary residence, an owner-adjacent unit, nor a unit qualifying under subsection B; (2) accessory dwelling units, as defined in M.G.L. c. 40A, § 1A and Chapter 17.25, the short-term rental of which is prohibited as expressly authorized by said § 1A; (3) units in condominium or homeowners' associations whose governing documents prohibit short-term rental; (4) units offered as a sublet by a tenant; (5) commercial or non-residential spaces; and (6) units whose owner is delinquent in the payment of municipal taxes, fines, or fees.

D. *Prohibited rentals of rooms and exterior spaces.* Short-term rental is permitted for entire residential units only. The short-term rental of individual rooms and of any exterior or external space or amenity on a property is expressly prohibited, including without limitation the rental or short-term use for a fee of swimming pools, hot tubs, yards, decks, patios, driveways, garages, or other outdoor or accessory spaces. Any such rental, offering, or advertisement shall constitute a violation of this chapter.

8.09.040 Registration procedure; fees.

A. Application for short-term rental registration or renewal shall be made annually through the owner dashboard of the online portal established under Section 8.08.050, during the registration period of January 1 through June 30, and shall include the items enumerated below. Notwithstanding the foregoing, an initial application for a unit not previously registered as a short-term rental may be submitted at any time, and a registration so issued shall expire on the June 30 next following its issuance, with renewal thereafter during the annual registration period. Each application shall include:

- 1.** Registration of the unit on the unified rental registry under Chapter 8.08, including all information required by Section 8.08.030(A);
- 2.** For registrations under Section 8.09.030(A), proof of owner occupancy of the primary residence, demonstrated by two (2) or more of the following documents showing the operator's name and the address of the primary residence: (i) a valid Massachusetts identification card; (ii) a valid Massachusetts driver's license; (iii) a vehicle registration; (iv) a voter registration card; or (v) other comparable government-issued or official documentation acceptable to the Short Term Rental Office;
- 3.** Certificates of good standing from the Inspectional Services Department and the Collector's Office demonstrating that the property is not the subject of any final violations or fines, or of any municipal liens or unpaid taxes or fees; a violation or fine that is the subject of a timely pending appeal under Section 8.08.090(F) shall not, by itself, preclude issuance of such certificates;
- 4.** A certification, signed by the operator under the penalties of perjury, that no special permit condition, variance, development agreement, land disposition agreement, condominium or homeowners' association governing document, deed restriction, or other recorded instrument or condition of municipal approval applicable to the property prohibits or restricts the use of the unit as a short-term rental; a false certification shall constitute a violation of this chapter;
- 5.** A Certificate of Registration from the Massachusetts Department of Revenue for short-term rental as required by M.G.L. c. 64G, and evidence of compliance with M.G.L. c. 62C, § 67 where applicable;

6. Proof of liability insurance in compliance with M.G.L. c. 175, § 4F, in the form of a valid insurance binder evidencing coverage of not less than one million dollars (\$1,000,000.00) covering the short-term rental, or documentation that the unit is offered exclusively through a hosting platform that maintains equal or greater coverage as permitted by said § 4F;
 7. The online listing address(es) or URL(s) at which the unit is or will be advertised;
 8. Payment of the annual short-term rental fee of three hundred dollars (\$300.00) per unit or, for units qualifying under Section 8.09.030(B), six hundred dollars (\$600.00) per unit, in addition to the base registration fee under Section 8.08.060. The premium fee for units in buildings registered under Section 8.09.030(B) reflects the additional cost of safety review and inspection by the Inspectional Services Department and the Revere Fire Department's Office of Fire Prevention occasioned by the size, occupancy classification, and applicable building and fire code requirements of such buildings;
 9. Payment of the short-term rental parking permit fee required by Section 8.09.050, which applies to units registered under Section 8.09.030(A); and
 10. A request that the Short Term Rental Office conduct the initial or annual inspection required by Section 8.09.070.
- B.** All online listings and postings shall conspicuously display the City of Revere registration number issued for the short-term rental unit.
- C.** Every short-term rental remains subject to the room occupancy excise imposed under M.G.L. c. 64G, including the local excise accepted by the City pursuant to § 3A thereof and any community impact fee imposed pursuant to § 3D thereof, to the extent accepted and in effect in the City. Nothing in this chapter, including the repeal and restatement of former Chapter 8.09, shall be construed to affect any acceptance, vote, or imposition of such excise or fee, all of which remain in full force and effect.

8.09.050 Short-term rental parking permit; visitor passes prohibited.

A. *Parking permit required.* Every residential unit registered as a short-term rental under Section 8.09.030(A) shall, at the time of initial registration and at each annual renewal, purchase a short-term rental parking permit at a fee of two hundred dollars (\$200.00) per unit, in addition to the annual registration fees required by this chapter. The short-term rental parking permit shall entitle the guests of the registered unit to park one (1) vehicle on the street, subject to all otherwise applicable parking regulations of Title 10 of these ordinances and the rules of the Parking Department. Units in buildings registered under Section 8.09.030(B) shall not be issued short-term rental parking permits, shall not be entitled to any on-street parking privilege, and shall accommodate all guest parking in off-street parking serving the building; the operator shall so inform guests in the document required by Section 8.09.060(D). Buildings registered under Section 8.09.030(B) remain fully subject to the off-street parking requirements, deed restrictions, and conditions of approval applicable to them under Title 17 (Zoning), their permits, and their recorded instruments, including any restriction prohibiting on-street parking; a substantiated violation of such requirements or restrictions in connection with short-term rental operation shall result in the revocation of the building's short-term rental registration in its entirety.

B. *Findings; purpose and application of fee.* Overnight on-street parking in the City of Revere is prohibited except pursuant to a resident parking permit issued under Title 10 of these ordinances and the rules of the Parking Department, and short-term rental guests are not eligible for resident parking permits or resident visitor passes. The short-term rental parking permit accordingly confers upon the guests of a registered unit an overnight on-street parking privilege not otherwise available to them. The permit fee established by this section is calculated to recover the costs incurred by the Parking Department in administering that privilege and in enforcing the parking provisions of this chapter, including recurring nightly monitoring of areas containing registered short-term rentals through automated and other enforcement methods, and the enforcement of the parking ordinances of Title 10 with respect to short-term rental guests. Revenues from such fees shall be applied, subject to appropriation, to such administration and enforcement.

C. *Visitor passes prohibited.* The use of resident visitor parking passes, or any other resident-only parking privilege, in connection with the operation of a short-term rental or by short-term rental guests is expressly prohibited and shall constitute a violation of this chapter. Any such use may result in the issuance of fines under Section 8.09.090 and the suspension or revocation of the unit's short-term rental registration and parking permit. The Parking Department is authorized to enforce this section in coordination with the Short Term Rental Office.

8.09.060 Operational requirements.

A. *Occupancy.* Short-term rentals shall be limited to a maximum of two (2) occupants per bedroom, counting all occupants regardless of age, and to a maximum of six (6) occupants in total per unit.

B. *Local contact; two-hour response.* The operator of every short-term rental shall designate a local agent, available twenty-four (24) hours per day, seven (7) days per week, capable of responding in person to complaints or issues at the unit within two (2) hours. The name and current contact information of the local agent shall be maintained on the short-term rental registry and provided to abutters upon request.

C. *Records.* The operator shall keep and maintain, for a period of three (3) years, an accurate record of the names and dates of rental for each short-term rental, and shall make such records available upon request of a short-term rental enforcement officer.

D. *Guest information.* The operator shall provide to every short-term rental party a document containing the unit's registration number, the local agent's contact information, trash and recycling instructions, parking instructions consistent with Section 8.09.050, and emergency information.

E. *Code compliance.* Units offered for short-term rental shall comply with, and shall not be in violation of, all standards and regulations promulgated by the Short Term Rental Office and the Revere Fire Department's Office of Fire Prevention, and all applicable zoning, building, sanitary, fire, and health and safety laws, regulations, and ordinances.

8.09.070 Inspections.

Every short-term rental unit shall be inspected at least once per year by the Short Term Rental Office, in coordination with the Board of Health, the Inspectional Services Department, and the Revere Fire Department's Office of Fire Prevention as appropriate. The initial or annual inspection

of a short-term rental unit shall be completed within twenty-one (21) days of the submission of a completed application or renewal. Re-inspection fees under Section 8.08.060(F) shall apply.

8.09.080 Digital monitoring of listings.

The Short Term Rental Office shall utilize the city-wide digital monitoring tools described in Section 8.08.050(D) to monitor publicly available online short-term rental listings and advertisements. Any unit advertised without a valid registration number, or advertised in a manner inconsistent with this chapter (including the advertisement of rooms, pools, or exterior spaces prohibited by Section 8.09.030(D)), shall be flagged for investigation and, upon the verification required by Section 8.08.090(C), enforcement.

8.09.090 Enforcement; license revocation.

A. *Fines; cease-and-desist; injunctive relief.* Notwithstanding Section 8.08.090(A), any person who violates a provision of this chapter shall be fined four hundred ninety dollars (\$490.00) per violation per day, enforced pursuant to the administrative procedures of M.G.L. c. 40U and Section 8.08.090. Each day's failure to comply with a notice of violation or any other order shall constitute a separate violation. In addition to the fines described in this section, the City may issue a cease-and-desist order, and may seek an injunction from a court of competent jurisdiction to enjoin the offering, advertising, or use of the unit as a short-term rental. All unpaid fines and fees shall be subject to lien pursuant to Section 8.08.090(D).

B. *Three-strikes revocation.* Any short-term rental unit that receives three (3) substantiated violations relating to health, safety, sanitary conditions, excessive noise, improper trash disposal, disorderly conduct, or parking (including violations of Section 8.09.050) within any twelve-month period shall have its short-term rental registration revoked for one (1) full year. For buildings registered under Section 8.09.030(B), substantiated violations shall be counted at the building level, aggregated across all designated units and the common areas of the building, and revocation shall apply to the building's entire short-term rental allowance; the de-designation or substitution of a unit shall not reset or reduce the building's violation count. Prior to any revocation under this subsection, the Short Term Rental Office shall issue written notice to the operator stating the substantiated violations relied upon, and the operator may request a hearing before the Municipal Hearing Officer within twenty-one (21) days of the notice; revocation shall be stayed pending the decision on any timely requested hearing, except that revocation may take effect immediately, pending hearing, upon documented grounds that continued operation poses a threat to life safety. Any decision to revoke, whether of a unit or of a building's allowance, shall be supported by written findings identifying each substantiated violation relied upon. Upon expiration of the revocation period, the unit or building may reapply as a new registrant subject to inspection.

C. *Circumvention prohibited.* No person shall structure, stagger, serialize, or document rental periods, or employ sham lease instruments, for the purpose of evading the requirements of this chapter. The Commonwealth's definition of short-term rental occupancy governs what constitutes a short-term rental; however, a purported occupancy exceeding thirty-one (31) days that lacks the substance of a bona fide tenancy (including, without limitation, successive occupancies marginally exceeding thirty-one (31) days by different occupants, actual occupancy materially shorter than the stated term, marketing directed to transient guests, or the absence of the rights and obligations of a tenancy under M.G.L. c. 186) shall be treated according to its substance pursuant to Section

8.09.020, and may be found to constitute an unregistered short-term rental and a violation of this chapter. Evidence of circumvention may be considered by the Short Term Rental Office and the Municipal Hearing Officer in any enforcement proceeding.

D. Appeals. Appeals of fines and of revocation and other determinations under this chapter shall be to the Municipal Hearing Officer in accordance with M.G.L. c. 40U and the unified appeal procedure of Section 8.08.090(F).

SECTION 3. Conforming amendment. Title 1, Chapter 1.12, Article II of the Revised Ordinances of the City of Revere is hereby amended by adding the following sentence to its enumeration of Title 8 (Health and Safety Code): "Violations of Chapters 8.08 and 8.09 shall be enforced pursuant to M.G.L. c. 40U and Article III of this chapter where within the subject-matter scope of said c. 40U, and pursuant to this Article II only where said c. 40U is unavailable, as provided in Section 8.08.090(A)."

SECTION 4. Transition; program establishment; initial registration period. Upon the effective date of this ordinance, the responsible departments shall proceed to establish the digital rental ledger, the online portal, and the administrative systems required by this ordinance. The City's existing short-term rental portal and registration systems shall continue in operation and shall be integrated into the digital rental ledger as a component thereof, and short-term rental applications and renewals shall continue to be accepted and processed through such systems until the unified portal is operational, and the requirements, allowances, and fees of Chapter 8.09 as amended and restated by this ordinance, including Sections 8.09.030(B), 8.09.040, and 8.09.050, shall apply upon the effective date to all applications, renewals, and registrations so processed. The initial registration period shall commence on a date established by the Mayor upon written certification to the City Council that the portal is operational, with not less than ninety (90) days' public notice of such date. No fine shall issue under Chapter 8.08 for failure to register or renew, or for advertising, listing, or offering an unregistered long-term rental unit, prior to the close of the initial registration period; provided, that violations of Section 8.08.030(F) arising from room-rental arrangements, or from advertisements of rooms, commencing after the effective date of this ordinance shall be subject to fines under Section 8.08.090 beginning upon the commencement of the initial registration period. A room-rental arrangement in existence on the effective date that does not conform to Section 8.08.030(F) shall be brought into conformity, or registered where qualifying, within one hundred eighty (180) days of the commencement of the initial registration period, and no fine shall issue under Section 8.08.030(F) with respect to such a pre-existing arrangement during that period; provided, that nothing in this sentence limits enforcement of the State Sanitary Code, the State Building Code, or the lodging house licensing requirements of M.G.L. c. 140 at any time. The foregoing is further subject to the following: (1) all requirements and prohibitions of Chapter 8.09 carried forward from former Chapter 8.09, including the registration, licensing, inspection, and enforcement of short-term rentals, shall remain enforceable at all times; and (2) nothing in this section limits enforcement of the State Sanitary Code, the State Building Code, or any other applicable law. Certificates of fitness and short-term rental registrations validly issued under former Chapters 8.08 and 8.09 prior to the effective date shall remain in effect until their scheduled expiration, whereupon renewal shall proceed under this ordinance.

SECTION 5. Codification; technical corrections. The provisions of this ordinance shall be codified in the Revised Ordinances of the City of Revere. In codifying this ordinance, the codifier,

in consultation with the City Clerk and the City Solicitor, may renumber and reletter titles, chapters, sections, subsections, paragraphs, and definitions; correct and conform internal cross-references, section titles, and tables; correct manifest typographical, grammatical, and clerical errors; conform numbering style, capitalization, and formatting to the conventions of the Revised Ordinances; and conform the amendment described in SECTION 3 to the current codified numbering and enumeration of Title 1, Chapter 1.12; provided, that no such correction or conformity shall alter the substance, meaning, or legal effect of any provision of this ordinance.

SECTION 6. Severability. If any provision of this ordinance is held invalid by a court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect. Without limiting the generality of the foregoing, the City Council expressly declares that it would have enacted the rental registry, inspection, certificate of fitness, and short-term rental provisions of this ordinance irrespective of the validity of Section 8.08.030(F) (rooms and boarders) and Section 8.09.030(B) (district-based short-term rental allowance); accordingly, if either such section is held invalid in whole or in part, such holding shall not affect the validity of the remainder of Chapters 8.08 and 8.09, which shall continue in full force and effect.

SECTION 7. Effective date. This ordinance shall take effect upon passage and approval in accordance with the City Charter, except that the fee provisions of Chapter 8.08 shall apply beginning with the initial registration period described in Section 4.

Revere Rental Registry & Short-Term Rental Ordinance: One-Page Guide

WHAT CHANGES

- **One registry for every rental.** All long and short-term rentals register on one digital ledger (8.08.030). **Fees: \$25/unit/yr** for long-term rentals (capped at \$5,000 for owners of 200+ units; new units exempt 5 yrs); **\$300/unit/yr** for owner-occupied short-term rentals; **\$600/unit/yr** for short-term rentals in eligible larger buildings; **\$200/yr guest parking permit** for short-term rental hosts (8.08.060, 8.09.040, 8.09.050).
- **Performance tiers.** No violations (Tier 1) = inspection every 5 yrs; minor violation history (T2) = 3 yrs; chronic/severe violations (T3) = annual. Violations age out after 24 months; tiers run with the property, so LLC transfers don't reset (8.08.060).
- **Order to correct first, fine second.** First non-dangerous violation = written order + deadline, no fine if fixed. \$300 for a missed correction deadline escalating to \$300 a day for continued non correction. \$490 a day for life safety conditions endangering tenants. Sudden, documented equipment failures handled promptly don't count against a landlord (8.08.090, 8.08.060(C)(6)).
- **Qualified Maintenance Program.** Professionally staffed buildings with clean 24-month records skip cyclical inspections (8.08.085).
- **Room rentals are registered and inspected.** The existing zoning limit (max 2 boarders, § 17.08.100) is unchanged. This adds registration, owner consent, inspection, and an advertising rule. **Exempt:** family, friends/household cost-sharing (no rent).
- **STRs restated.** Prior amendments carried forward; every STR violation is \$490/day, day one; 3 strikes in 12 mo = 1-yr revocation. **New:** buildings of 10 or more units in designated commercial/transit districts may operate short-term rentals in up to 10% of their units. (8.09).
- **Citywide ad monitoring** cross-checks every listing against the registry (8.08.050(D)). Enforcement via M.G.L. c. 40U: Municipal Hearing Officer appeals (21 days); unpaid fines lien to the tax bill.

COMMON QUESTIONS, ANSWERED

- **"Registration legalizes my unit."** No. It's an inventory and sanitary code inspection tool. It never overrides or legalizes violations of zoning, building-code, or occupancy codes.
- **"The fee is a fine."** No. Registration fees (\$25 long-term and registry; \$300 or \$600 short-term; \$200 parking permit) are flat and never increase with tier. Fines exist only for violations, and an owner who corrects problems on time pays no fines at all.
- **"My roommate must register."** No. Family, a friend paying no rent, and ordinary sharing of utilities/costs are exempt. Triggers: fixed rent paid for a room/a room publicly advertised.
- **"An ad = automatic fine."** No. It's a lead. An officer must verify its current, tied to the property, and attributable before citing; presumption is rebuttable (8.08.090(C)).

ILLEGAL APARTMENTS & UNPERMITTED WORK

- **How they surface:** registration cross-checked against assessor/permit records; ads with no registration number; inspectors inside units on the 5/3/1-yr cycle; fire/EMS and complaint data.
- **Life-safety first.** Blocked egress, missing detectors, dangerous wiring = short correction deadlines, \$490/day, and Sanitary Code condemnation if unfit, the **only** route by which occupants are displaced (8.08.090(E)).
- **Building Division referral.** Unpermitted construction goes to State Building Code enforcement: stop-work, permits, licensed work. Never paused by any transition period (Sec. 4).
- **The owner's two options:** bring the unit up to code with proper permits and register it, or remove it lawfully. Occupants can only be required to leave through the Housing Court process. Changing the locks, shutting off utilities, or otherwise forcing tenants out without a court order is illegal and expressly prohibited.
- **Occupants are protected, not punished:** full tenant protections, anti-retaliation (c. 186 §18; c. 239 §2A; retaliation counts against the owner's tier), and the annual report must show citations land on operators, not occupants (8.08.110).
- **Registering an illegal unit does not make it legal,** but not registering adds failure-to-register fines on top of any other violations, and advertising monitoring makes unregistered units easy to find.

THE PUBLIC PORTAL: WHAT IS SHOWN ONLINE

- **Shown for any address:** (1) registration status, (2) short-term-rental status, (3) inspection history. The ordinance expressly prohibits displaying anything else (8.08.050(B)).
- **Never shown:** owner contact info, tenant/occupant names, complainant identities, financial or uploaded documents, family attestations. All data safeguarded under c. 93H / 201 CMR 17.00; vendors contractually bound.
- **Important notes:** the public records law (c. 66) still governs formal requests, and ownership is already public via the Assessor; the portal just doesn't republish it.
- **Why it exists:** tenants can check a unit's record before signing; well-maintained properties get a public track record.

TIMING

- No registration/advertising fines for long term rentals until the initial registration period closes (portal certified + 90 days' notice). Short-term rental enforcement continues as normal. Pre-existing room arrangements: **180 days** to conform. Sanitary Code, Building Code, and lodging-house enforcement never pause (Sec. 4).

Unified Rental Registry Proposal

Replacing Chapters 8.08 and 8.09

What already exists vs What is new

ALREADY IN PLACE FOR RENTALS

- Follow State Sanitary Code
- Inspection at every tenant turnover
- Fines under Chapter 40U
- Administrative search warrants

WHAT IS NEW

- An online registry of every unit
- A set inspection cycle
- Online listing monitoring
- Establishing tiers

IN ONE SENTENCE

Create one list of every rental unit in Revere

- Register once a year, online
- Monitor unregistered rentals online to contact the property owner and inform them of the need to register and be inspected
- Inspected on a schedule once every 5 years instead of every tenant turnover
- Same code, same standards, same inspectors

CURRENT ORDINANCE

Written in 1976

- Chapter 8.08 has been almost unchanged for fifty years besides updating fees
- Certificate of fitness inspections are already required at every tenant turnover
- State Sanitary Code already sets the standards for inspections
- One housing inspector currently administers all rental inspections, complaints, and inspection records with assistance from the short term rental inspector

The current ordinance in place for rental inspections was written before the internet, before the massive growth of the City, and before every platform and practice we experience now in the modern day.

WHO REGISTERS

Anyone offering a unit for rent in Revere

- Every long-term rental unit
- Rooms rented within a home
- Short-term rentals such as Airbnbs

Anyone currently renting a unit or advertising a rental in the City should be getting inspected and obtaining a certificate of fitness under our current ordinance. This proposed registry does not create a new requirement of being inspected - that already exists and has for decades.

WHO DOES NOT REGISTER

Homeowners who do not rent, family, and licensed facilities

- Units occupied by family
- Hotels, motels and licensed lodging houses
- State-licensed group residences and care facilities

COST

\$25 per unit, per year

- About \$2 a month per unit
- Capped for large portfolios at \$5,000
- Fees go to a revolving fund for inspections, staffing, and monitoring
- The current ordinance is \$75 per inspection per tenant turnover.
- Under the proposed new ordinance, the inspection would be free

INSPECTIONS

Only the inspection schedule changes

TODAY

Only at turnover if a landlord contacts the city to be inspected voluntarily

No accurate data on current rental landscape in Revere

UNDER THE REGISTRY

Every unit once every 5 years, inspected more often with a history of repeat violations

Online monitoring of the entire rental landscape in Revere

FINES

These fines already exist - new fines are not being established

- Chapter 40U ticketing is in force in Revere today - voted on and accepted by the City Council over a decade ago
- Life-safety violations already run at \$490 a day maximum
- If a tenant does not want to be inspected, and no life safety threats are suspected, no inspection occurs, and landlords are not held liable

A landlord who fixes a cited violation on time never pays a dollar

ADMINISTRATIVE SEARCH WARRANTS

Not a new power

- A judge signs it — the City cannot issue one
- Used only where entry is refused and life safety is at risk
- The Municipal Inspections Department has been using them for years

ILLEGAL APARTMENTS AND ROOMING HOUSES

FINDING ILLEGAL UNITS

- Online rental monitoring will flag rental listings, including room for rent ads
- Listing history will be preserved, so a history of listings being advertised and filled will help stop rooming houses slip through detection
- Every listing will have a legal use determination to discover illegal work, illegal units, and help stop unsafe situations such as overcrowding and fire code violations

The inspections, fines, and codes are not new. The rental list is.

- Revere adds over 2,000 apartment units a year
- The City still has no record of its own rental stock
- The City Council voted to create a rental registry as part of the City Master Plan in 2021
- The only new thing this ordinance creates is a smaller fee, a more routine inspection schedule, and a centralized list of rentals

FAIRNESS

- Good landlords already pay fees, get inspected, and follow the State Sanitary and building codes
- Offenders skip all of this and put their tenants at safety risk
- Nothing today actively attempts to catch offenders
- A registry with proactive monitoring puts every landlord on the same list under the same rules
- Doing things right shouldn't be a disadvantage - enforcement that only reaches the people who volunteer to pay and be inspected isn't fair to anyone

SHORT TERM RENTALS

10% cap per building

- Expanded to properties with a minimum of 10 units
- \$600 per unit fee. The city would collect 6.5% occupancy tax and a 3% community impact fee
- No more than one unit in ten may be short-term - only allowed in certain districts
- Rounded up to the next whole unit
- The other 90% stays in the long-term market by ordinance

SHORT-TERM RENTALS & AFFORDABLE HOUSING

A revenue stream the Affordable Housing Trust does not have

- Community impact fees could be directed entirely to the Affordable Housing Trust Fund
- The Trust has no recurring revenue today — only one-time deposits
- Every short-term violation stays \$490 a day, no grace period

What can be done now regardless of a rental registry

- Begin using software to monitor rental noncompliance - units that are being advertised without ever being inspected
- Continue to enforce a \$75 fee per tenant turnover vs a \$25 a year proposed fee



CITY OF REVERE

Patrick M. Keefe Jr.

Mayor

September 23, 2026

The Honorable Revere City Council
Revere City Hall
281 Broadway
Revere, MA 02151

Dear Honorable Members of the Revere City Council,

I write to inform you of my reappointment of Mario Grimanis to the Disability Commission in accordance with MGL Chapter 40 Section 8J. This is a three-year term that is set to take effect on the date of the Oath of Office.

If you have any questions, please contact my office.

Best,

Patrick M. Keefe Jr.



CITY OF REVERE

Patrick M. Keefe Jr.

Mayor

September 23, 2026

The Honorable Revere City Council
Revere City Hall
281 Broadway
Revere, MA 02151

Dear Honorable Members of the Revere City Council,

I write to inform you of my reappointment of Kathleen Savage to the Board of Health in accordance with Revere Ordinance Chapter 2.78 and MGL Chapter 111 Section 26. I am reappointing Ms. Savage to a three-year term that will take effect upon the Oath of Office.

If you have any questions, please contact my office.

Regards

Patrick M. Keefe Jr.



CITY OF REVERE

Patrick M. Keefe Jr.
Mayor

September 21, 2026

The Honorable Revere City Council
Revere City Hall
281 Broadway
Revere, MA 02151

Dear Honorable members of the Revere City Council,

I write to inform you of my reappointment of Toby Pearlstein to the Library Board of Trustees, in accordance with Revere Ordinance Chapter 2.81.

This is a three-year term that will take effect on the date of the Oath of Office.

Please reach out to my office should you have any questions.

Best,

Patrick M. Keefe Jr.



CITY OF REVERE

Patrick M. Keefe Jr.
Mayor

September 23, 2026

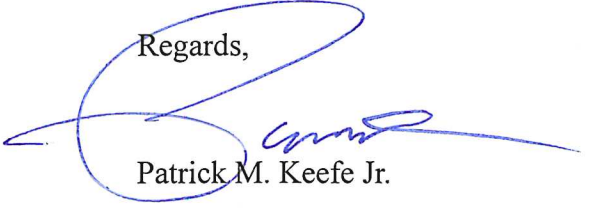
The Honorable Revere City Council
Revere City Hall
281 Broadway
Revere, MA 02151

Dear Honorable Members of the Revere City Council,

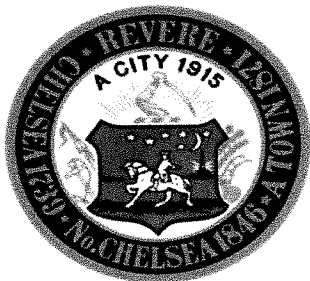
I write to inform you of my reappointment of Deborah Frank to the Affordable Housing Trust Fund Board, in accordance with Revere Ordinance Chapter 2.90 and MGL Chapter 44 Section 55C. I am reappointing Deborah to a two-year term that will take effect upon the oath of office.

If you have any questions, please contact my office.

Regards,



Patrick M. Keefe Jr.



City of Revere

CFO/City Auditor

281 Broadway
Revere, MA 02151
Tel: (781) 286-8131

Richard Viscay
CFO/City Auditor

September 23, 2026

Mr. Anthony Zambuto, City Council President
Revere City Hall
281 Broadway
Revere, MA 02151

RE: Bond Authorization – Wonderland Eminent Domain – \$16,500,000 Agreement for Judgment

Dear Council President Zambuto,

Please find attached bond authorization language to fund the agreement for judgment between the City of Revere and CBW Lending for the settlement and release of the taking of the properties of the so-called “Wonderland Site” on November 17, 2022.

Please find attached the fully executed agreements for settlement and release as well as agreement for judgment. This will settle the lawsuit at an overall price of \$46,000,000 for the Wonderland site.

This settlement is very important to the City, as it removes a large “pending liability” to the City as it related to both our financial advisors and bond council, as well as allows us to utilize actual amounts when forecasting the final cost of the construction of the new Revere High School.

With over \$24,000,000 in potential savings on the original \$493,000,000 construction budget authorized, the overall net budget of the project will be unaffected.

On the advice of bond counsel, however, we ask that the Council separately authorized a \$16,500,000 bond for “land acquisition.” Once the project is complete, we will then rescind an equal amount from the \$493,000,000 bond previously authorized. On the advice of the bond counsel, all bond rescissions should be voted upon completion of the project and receipt of all reimbursements from the Commonwealth.

I will be at Monday’s meeting to answer any questions you may have.

Best regards,

Richard Viscay
CFO/City Auditor

Cc: Patrick M. Keefe Jr., Mayor
Paul Capizzi, City Solicitor
Cathy Bowden, Treasurer/Collector
Assunta Newton, Assistant Budget Director

Attachments

City of Revere, Massachusetts

Loan Order from Hinckley Allen

Wonderland Property Acquisition Bonds

Ordered: That, in addition to amounts previously appropriated therefor, \$16,500,000 is appropriated to pay costs of the acquisition by eminent domain of the following properties for school purposes: 190 VFW Parkway (9-154B-1); Banks Street (9-174D-1A); Beach Terrace (9-174B-1A); Dow Street (9-174C-1A); Dunn Road (9-174A-1A); Dunn Road (9-174D-8); Dunn Road (9-175-1A); Dunn Road (9-175-21A); Shawmut Street (9-179B-12); Shawmut Street (9-179B-14); Shawmut Street (9-179B-3A); and Shawmut Street (9-179B-9); including the payment of all costs incidental and related thereto; that to meet this appropriation, the Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44, Section 7(1) of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor is authorized to take any other action necessary to carry out this project.

Further Ordered: That the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized to be borrowed pursuant to this loan order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

AGREEMENT OF SETTLEMENT AND RELEASE

This Agreement of Settlement and Release (“Agreement”) is dated as of September 15, 2026, by and between CBW Lending, LLC (“CBW”) and the City of Revere (“City”). As used in this Agreement, “CBW” means CBW Lending, LLC, its members, agents, representatives, subsidiaries, affiliates, predecessors-in-interest, successors-in-interest, assigns, and any persons or entities claiming rights through or on behalf of CBW Lending, LLC. CBW and City are each individually a “Party” and are collectively referred to in this Agreement as the “Parties”.

WHEREAS, by an Order of Taking dated November 17, 2022 and recorded in the Suffolk County Registry of Deeds at Book 68431, Page 291 (“Order”), the City took the following twelve parcels, collectively referred to in this Agreement as the “Property”:

190 VFW Parkway [Assessor's Lot 9-154B-1];
 Banks Street [Assessor's Lot 9-174D-1A];
 Beach Terrace [Assessor's Lot 9-174B-1A];
 Dow Street [Assessor's Lot 9-174C-1A];
 Dunn Road [Assessor's Lot 9-174A-1A];
 Dunn Road [Assessor's Lot 9-174D-8];
 Dunn Road [Assessor's Lot 9-175-1A];
 Dunn Road [Assessor's Lot 9-175-21A];
 Shawmut Street [Assessor's Lot 9-179B-12];
 Shawmut Street [Assessor's Lot 9-179B-14];
 Shawmut Street [Assessor's Lot 9-179B-3A]; and
 Shawmut Street [Assessor's Lot 9-179B-9].

WHEREAS, the owner of the Property on the date of the taking was CBW;

WHEREAS, in connection with the taking and the Order, the City made a *pro tanto* payment to CBW in the total sum of \$29,500,000.00 (the “Pro Tanto Award”) less \$541,166.69 that was withheld by the City pursuant to G.L. c. 79 § 44A (the “Withheld Amount”);

WHEREAS, on or about February 17, 2023, CBW filed a civil action in the Suffolk Superior Court captioned *CBW Lending, LLC v. City of Revere*, entitled “Eminent Domain Complaint and Jury Demand,” and docketed by the Court as Civil Action 2384CV00438 (the “Eminent Domain Action”), and thereafter brought a motion in the Eminent Domain Action seeking payment of the Withheld Amount, which motion is pending; and,

WHEREAS, the Parties wish to resolve all claims, disputes, and differences asserted or which could have been asserted between or among the Parties in the Eminent Domain Action or on account of the Order by agreeing to execute this Agreement of Settlement and Release.

NOW, THEREFORE, for the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The City agrees to pay, and CBW agrees to accept as payment, in full settlement, accord, and satisfaction of all judgments, claims, demands, rights and sums that CBW had, or now

has, directly or indirectly, accrued or contingent, against the City, in any way arising out of the Order or the Eminent Domain Action (including, without limitation, on account of the Withheld Amount), the total sum of Sixteen Million Five Hundred Forty-One Thousand One Hundred Sixty-Six Dollars and sixty-nine cents (\$16,541,166.69) (the "Settlement Amount"), which sum is comprised of the Withheld Amount and an additional Sixteen Million Dollars and zero cents (\$16,000,000.00).

2. The City agrees to pay the Settlement Amount as follows: (a) Eight Million Dollars and zero cents (\$8,000,000.00) (the "Initial Payment") on or before September 29, 2026; and (b) the balance of Eight Million Five Hundred Forty-One Thousand One Hundred Sixty-Six Dollars and sixty-nine cents (\$8,541,166.69) (the "Remaining Payment") on or before November 16, 2026. Payment of the Settlement Amount shall be made as follows: the City shall pay the Initial Payment and the Remaining Payment due to CBW directly to CBW pursuant to the separate wire instruction provided by CBW under separate cover (concurrently with CBW signing this Agreement). Without modifying the obligation of the City to make the Initial Payment and the Remaining Payment by the dates set forth above and without limiting the rights or remedies of CBW if the City fails to make such payments by such dates, (I) if the City fails to pay the Initial Payment on or before September 29, 2026, interest shall accrue from such date on the Initial Payment at the rate established by G.L. c. 231, § 6C for actions based on contractual obligations for which no contract rate is established (notwithstanding any contract rates set forth herein), and (II) if the City fails to pay the Remaining Payment on or before November 16, 2026, interest shall accrue from such date on the unpaid amount at the rate of 6.9% per annum, simple interest, until January 13, 2027, and thereafter any remaining unpaid amount shall accrue interest at the rate of 12.0% per annum, simple interest.
3. Upon the execution of this Agreement, the Parties shall file in the Eminent Domain Action the Agreement for Judgment in the form attached as Exhibit A. Upon full payment of the Settlement Amount, including any payment of interest as set forth in Paragraph 2 above, the Parties shall file a satisfaction of judgment.
4. In consideration of the promises and payments described in Paragraph 1 of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (a) CBW hereby remises, releases, and forever discharges the City, its successors and assigns, of and from all debts, demands, actions, causes of action, suits, accounts, covenants, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, in law and in equity, which against the said City or its successors and assigns, CBW now has or ever had from the beginning of the world to this date regarding the Order, the Eminent Domain Action, the Withheld Amount, and all other claims or demands set forth in the Eminent Domain Complaint and Jury Demand, and (b) the City hereby remises, releases, and forever discharges CBW, its successors and assigns, of and from all debts, demands, actions, causes of action, suits, accounts, covenants, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, in law and in equity, which against the said CBW or its successors and assigns, the City now has or ever had from the beginning of the world to this date regarding the Order, the Eminent Domain Action, the Withheld Amount, the Property and all other claims or demands set forth in the Eminent Domain Complaint and Jury Demand. Nothing

in this Paragraph 4 shall apply to any action or claim to enforce this Agreement or for any breaches of any representation, warranty or covenant by a Party.

5. Each of the Parties represents and warrants, and agrees with each other Party hereto, as follows:
 - (a) Each Party is fully authorized and empowered to execute this Agreement and agree to provide the releases hereunder and enter into obligations hereunder on its behalf and on behalf of any person or entity claiming rights through it or on its behalf.
 - (b) Notwithstanding the resolution of any claims or disputes between E. Mark Noonan ("Noonan") and CBW on account of any claims or interests that Noonan had in the Property prior to the taking (or on account of any claims or interests that Noonan has in any proceeds from the Eminent Domain Action), CBW represents, warrants, and agrees that CBW shall have no recourse against the City with respect to any payments that may be required of CBW to resolve such claims or disputes between Noonan and CBW.
 - (c) Each Party has received and is satisfied with the independent legal advice from their attorneys with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement.
 - (d) No Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party (or of any officer, agent, employee, representative, or attorney for any other Party) in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.
 - (e) Each Party to this Agreement has investigated the facts pertaining to this settlement and this Agreement, and all matters pertaining thereto, to the full extent they deem necessary.
 - (f) Each Party has carefully read and reviewed with their attorneys, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement as a matter of its own judgment and with the advice of that Party's attorneys.
 - (g) Each term of this Agreement, including the Whereas clauses, is contractual and not merely a recital.
 - (h) The Parties, and each of them, will execute all such additional documents as shall be reasonably necessary to carry out the provisions of this Agreement.
 - (i) The Parties shall pay their own attorneys' fees and costs incurred in connection with this matter, including the negotiation and execution of this Agreement.
 - (j) The Parties acknowledge and agree if any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remaining provisions shall not be impaired.

- (k) Each person signing on behalf of the Parties represents that he or she is an officer of such Party or other duly authorized representative of such Party and is fully authorized to enter into this Agreement on behalf of each Party and to make the agreements set forth herein.
- (l) This Agreement may be executed in any number of counterparts and all said counterparts shall together constitute one and the same instrument. The Parties shall accept electronic signatures (whether by PDF, DocuSign, or other such electronic format) via email exchange.
- (m) It is understood and agreed that the consideration for this Agreement consists of the payments described in Paragraph 1 of this Agreement and the mutual releases contained herein, is for the compromise of disputed claims, and is not to be construed as an admission of any liability, fault, or responsibility on the part of any of the released Parties, by whom liability and fault are, and have always been, expressly denied.
- (n) This Agreement has been, and shall for all purposes be deemed to have been, executed and delivered within the Commonwealth of Massachusetts, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts.
- (o) This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof. It supersedes all prior and contemporaneous oral and written agreements and discussions. It may be amended only by an agreement in writing, signed by the Parties.
- (p) This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective agents, employees, representatives, officers, directors, subsidiaries, assigns, heirs, and successors in interest.
- (q) Each Party has cooperated in the drafting of this Agreement and this Agreement shall not be presumptively interpreted against either Party.

[The remainder of this page is intentionally blank; the signature page follows]

Signed under seal by the respective parties as of September 15, 2026. Each person signing below in an official or representative capacity warrants that he or she is duly authorized to act for his or her company or municipality as indicated below and that he or she is so acting when signing.

CBW Lending, LLC

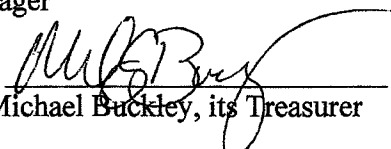
City of Revere

By: Coastal Belmont, LLC, its Manager

By: LLC Management Company, Inc., its
Manager

By: Patrick Keefe

Title: Mayor

By: 
Michael Buckley, its Treasurer

By: Vornado Realty L.P., its Manager

By: Vornado Realty Trust, its General Partner

By: _____

Name:

Title:

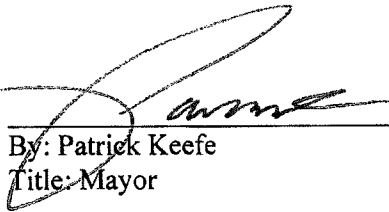
Signed under seal by the respective parties as of September 15, 2026. Each person signing below in an official or representative capacity warrants that he or she is duly authorized to act for his or her company or municipality as indicated below and that he or she is so acting when signing.

CBW Lending, LLC

City of Revere

By: Coastal Belmont, LLC, its Manager

By: LLC Management Company, Inc., its
Manager


By: Patrick Keefe
Title: Mayor

By: _____
Michael Buckley, its Treasurer

By: Vornado Realty L.P., its Manager

By: Vornado Realty Trust, its General Partner

By: _____
Name:
Title:

EXHIBIT A

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT

CBW LENDING, LLC,

Plaintiff,

v.

CITY OF REVERE,

Defendant.

CIVIL ACTION NO. 2384CV00438
SPECIALLY ASSIGNED: CAMPO, J.**AGREEMENT FOR JUDGMENT**

The parties to the above-entitled action hereby agree to the entry of the following judgment in this action and request that this Honorable Court enter judgment forthwith:

Judgment for the plaintiff, CBW Lending, LLC, against the defendant, City of Revere, in the amount of Sixteen Million Five Hundred Forty-One Thousand One Hundred Sixty-Six Dollars and sixty-nine cents (\$16,541,166.69), without prejudgment interest and without costs. Of said amount, Eight Million Dollars and zero cents (\$8,000,000.00) shall be paid on or before September 29, 2026. The balance of Eight Million Five Hundred Forty-One Thousand One Hundred Sixty-Six Dollars and sixty-nine cents (\$8,541,166.69) shall be paid on or before November 16, 2026.

Each party shall bear its own attorneys' fees and costs. Upon satisfaction of judgment, all objections and rights of appeal shall be waived. Except as otherwise provided herein, the parties' rights and obligations with respect to the judgment shall be governed by the September 15, 2026 Agreement of Settlement and Release.

Respectfully submitted,

CBW LENDING, LLC,

By its attorneys,

/s/ Jason R. Scopa

Jason R. Scopa, BBO # 640754
 Peter E. Flynn, BBO # 172840
 Law Offices of Peter E. Flynn, P.C.
 78 Essex Street
 Saugus, MA 01906
 (781) 233-2284
 flynn.law@verizon.net

CITY OF REVERE

By its attorneys,

/s/ Kenneth S. Leonetti

Kenneth S. Leonetti (BBO # 629515)
 Thaddeus Alan Heuer (BBO # 666730)
 Kevin Y. Chen (BBO # 707026)
 Kathrine Kelsh Rolando (BBO #
 707359)
 Marilyn Icsman (BBO # 713232)
 FOLEY HOAG LLP
 155 Seaport Boulevard
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 micsman@foleyhoag.com

John S. Leonard (BBO # 293980)
 Law Offices of John S. Leonard, LLC
 One Boston Place, Suite 2600
 Boston, MA 02108
 (617) 690-3548
 jsl@jsleonardlaw.com

Dated: September 15, 2026



City of Revere CFO/City Auditor

281 Broadway
Revere, MA 02151
Tel: (781) 286-8131

Richard Viscay
CFO/City Auditor

September 23, 2026

Mr. Anthony Zambuto, City Council President
Revere City Hall
281 Broadway
Revere, MA 02151

RE: AFSCME Council 93 – Local 880a – Memorandum of Agreement (Crossing Guards)

Dear Council President Zambuto,

Please find attached the recently signed Memorandum of Agreement (MoA) between the City of Revere and AFSCME Council 93 – Local 880a.

Pursuant to the provisions of M.G.L. Ch 150e Section 7, I hereby request the Revere City Council to appropriate the necessary funds to fund the MoA covering the period of July 1, 2026 to June 30, 2029.

I will be in attendance for Monday's Council meeting to answer any questions.

Best regards,

Richard Viscay
CFO/City Auditor

Cc: Patrick Keefe, Mayor
Paul Capizzi, City Solicitor
Lina Tramelli, Human Resources Director
Cathy Bowden, Treasurer/Collector
Assunta Newton, Assistant Budget Director
Zach Babo, Parking Director
Stephen Penta, AFSCME Council 93 – Local 880a Steward

attachment

MEMORANDUM OF AGREEMENT

Between the City of Revere and
The Revere School Traffic Crossing Guards Union, AFSCME Council 93, Local 880
August 10, 2026

The parties to this agreement are the City of Revere ("City"), and the Revere School Traffic Crossing Guards Union, AFSCME Council 93, Local 880 ("Union"), collectively referred to as the "Parties."

WHEREAS, Union employees have requested: modification of sick day amounts; modification of the Holiday schedule; modification of the uniform allowance; modification of the compensation table; and, modification of the longevity table; and,

WHEREAS, the City has requested: clarification of the probationary period; and, clarification of longevity; and,

WHEREAS, the Parties seek to come to an agreement to address the above modifications and clarifications;

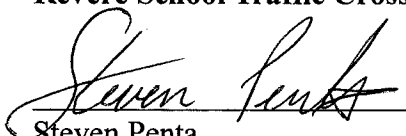
NOW THEREFORE, the Parties agree as follows:

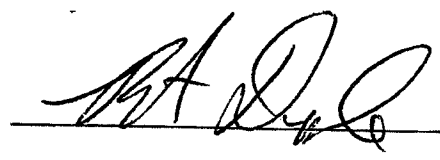
1. The probationary period described in Article IX shall be one calendar year.
2. Each member of the bargaining unit shall be provided with four days of paid sick leave.
3. Each member of the bargaining unit shall be paid for seven holidays, including Juneteenth and Columbus Day.
4. Each member of the bargaining unit shall be eligible to receive an annual clothing allowance of \$750.00.
5. The pay rates of Section 1, Article XVIII Compensation shall be adjusted to reflect the new rates as provided in the attached Exhibit A to this Memorandum of Agreement ("MOA").

6. The longevity table and accompanying language of Section 3, Article XVIII Compensation shall be adjusted to reflect the new steps and accompanying language as provided in the attached Exhibit B to this MOA.

7. All changes will be effective July 1, 2026.

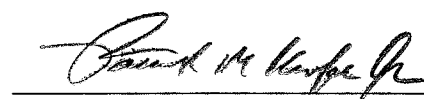
Revere School Traffic Crossing Guards


 Steven Penta,
 President AFSCME Council 93


 Robert DeBole,
 Business Agent AFSCME Council 93

Date: 9/23/26

City of Revere


 Patrick M. Keefe,
 Mayor

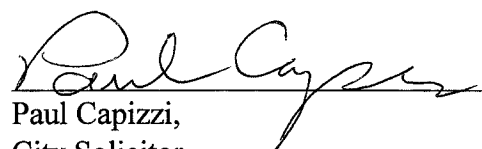

 Paul Capizzi,
 City Solicitor

EXHIBIT A

ARTICLE XVIII

COMPENSATION

Section 1.

Members of the bargaining unit in the listed classifications shall be compensated at the following hourly rates, effective as of the dates specified:

School Traffic Crossing Guard	FY	Step 1	Step 2	Step 3	Step 4	Step 5
<i>Current</i>	FY2027	\$20.00	\$21.00	\$22.00		
\$21.21	FY2028	\$20.00	\$21.00	\$22.00	\$22.50	
	FY2029	\$20.00	\$21.00	\$22.00	\$22.50	\$23.00

School Traffic Crossing Guard Supervisor	FY2027	FY2028	FY2029
<i>Current</i>	\$28.50	\$28.75	\$29.00
\$28.10			

The parties agree that, in consideration for this Agreement, this Contract and its wage provisions are expressly exempt from the Living Wage Ordinance set forth in the Revised Ordinances of the City of Revere, Title 15, Chapter 15.17. These are part-time positions, which means no more than 19.5 hours per week.

EXHIBIT B

ARTICLE XVIII

COMPENSATION

Section 3.

LONGEVITY	
<i>Effective</i>	<i>7/1/2026</i>
Following completion of:	Annual Longevity Compensation:
8 years of continuous employment	\$750.00
9 years of continuous employment	\$800.00
10 years of continuous employment	\$850.00
11 years of continuous employment	\$900.00
12 years of continuous employment	\$950.00
13 years of continuous employment	\$1000.00
14 years of continuous employment	\$1050.00
15 years of continuous employment	\$1,100.00
16 years of continuous employment	\$1,150.00
17 years of continuous employment	\$1,200.00

Employees shall be paid such longevity compensation computed on a weekly basis commencing with their first pay period following the anniversary date of their said requisite years of service prorated as of said anniversary date, in accordance with applicable City ordinance. Longevity entitlement and payments shall be suspended to employees who fail to actually work during any consecutive thirty-day period – exclusive of vacations and exclusive of days in which students are not in session at the school to which the employee is assigned – and will be restored upon return to work.



City of Revere

Chief Financial Officer/City Auditor

281 Broadway
Revere, MA 02151
Tel: (781) 286-8131

Richard Viscay
CFO/City Auditor

September 23, 2026

Anthony T. Zambuto, City Council President
Revere City Hall
281 Broadway
Revere, MA 02151

RE: Appropriation for Engineering Services – Garfield School Elevators

Dear Council President Zambuto,

As you may be aware, the elevators in the Garfield School have been in use since 1989 and are nearing the end of their useful life. As such, we have developed a scope of services for an engineering firm to survey the original equipment and provide design criteria for the modernization of the building's complete elevator system, including Mechanical, Electrical, and all subconsultant engineering services involved.

Therefore, I am respectfully requesting an appropriation of \$125,000 from the Capital Improvement Stabilization Fund to fund these services so that work can commence as soon as possible.

I will be available at the next Council meeting to answer any questions.

Best regards,

Richard Viscay
CFO/City Auditor

Cc: Patrick Keefe, Mayor
Assunta Newton, Assistant Budget Director

attachment



City of Revere CFO/City Auditor

281 Broadway
Revere, MA 02151
Tel: (781) 286-8131

Richard Viscay
CFO/City Auditor

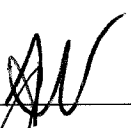
MEMORANDUM

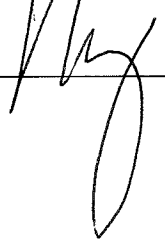
To: Mayor Patrick M. Keefe, Jr
From: Richard Viscay
Cc: Assunta Newton, Assistant Budget Director
Date: September 22, 2026
RE: Verification of Available Funds for Authorization and Transfer

The attached request asks that funds be transferred as follows:

FROM:	Capital Improvement Stabilization Fund (84111-596000)	\$ 125,000
	<i>Available Balance:</i>	\$449,502.30
TO:	Garfield Elevators Design	125,000
	<i>Original Certification:</i>	\$ 0.00

Based on the amount available as of September 22, 2026, there are sufficient funds to support such a transfer.

Account verified by  _____

Reviewed by  _____

For Audit Use Only:

CO# _____ DATE _____ ENTRIES MADE BY _____



August 27, 2026

Michael A. Piccardi, Purchasing Agent
City of Revere Purchasing Department



281 Broadway
Revere, MA 02151

RE: RFQ No. SCH-2026-1003
Garfield School Elevator Replacement Project
Revere, MA

Dear Michael A. Piccardi:

In accordance with your request, BLW Engineers, Inc. (BLW) is pleased to submit a Scope of Services and Proposed Fee to provide Mechanical, Electrical and all subconsultant Engineering Services at the above referenced facility.

Project Scope

The project consists of a replacement of three existing elevators with new at the above address. The work will include all trades necessary for a complete project including cost estimating.

Scope of Services

Design/Construction Document Services shall include reproducible plans and specifications for the mechanical and electrical systems design of the proposed project in conformance with applicable state and local codes in accordance with the following:

- Submissions shall include; SD Evaluation/Schematic Design Narrative, DD Design Development (30% + 75%), CD Permit/Bid/Construction Documents (100%).
- Construction bid package shall be prepared for the solicitation of competitive bids in accordance with MGL Chapter 149 Section 44A-J bid requirements.
- Site visit for all trades to document existing elevator conditions at each building and provide recommendations for elevator rehabilitation, modernization and replacement of critical components.
- Electrical Design scope shall include new feeders for the elevators, updating service equipment for the elevators including disconnects, new disconnects and circuits for machine room elevator car lights and fans; new machine room and pit lighting, GFCI receptacles and switching; provide wiring for proposed HVAC equipment; fire fighter operations wiring and fire alarm tie-in equipment; replacement of automatic transfer switch and control wiring for elevator tie-in if applicable.
- Mechanical Design shall include proper ventilation and heating / air conditioning for machine rooms; proper ventilation tied into building alarm system.



Sub-Consultant Services

- Elevator services shall include detailed scope of work for elevator specification tailored to the specific school and its particular requirements. Not included in scope is any design consideration for a new elevator in any existing hoistway which would require new rails or a new elevator in any new location in any of the buildings.
- Structural analysis of the existing shaft and floor slabs with a report or recommendations has been included in this proposal.
- Architectural services shall include cab interior design; door frames at each elevator lobby including wall renovations associated with new push button plates; shaft, pit and machine room modifications as required; coordination of colors, material and shapes for walls, floor and frames with owner.
- Professional Cost Estimating Services are included in this proposal and shall be provided for each submission.

Construction Administration Services will include shop drawing review; answering of contractor questions; preparing necessary sketches; mechanical/electrical site visits during construction (rough and final inspections).

Record Drawings for each discipline shall be provided to the owner at the completion of the project by the contractor of each trade.

Bidding Services will include attendance at the pre-bid conference; answering of contractor questions during the bid process and review the bid results for recommendation of the lowest responsible bidder. BLW will post all bid documents and issue any necessary addendums.

Meetings

The following meetings have been included in the proposal:

- All meetings required to develop system requirements, architect and structural coordination are included.
- One (1) on-site existing condition survey for all trades.
- One in-person meetings have been included.
- One (1) virtual coordination meeting with all trades.
- Six (6) site inspections during construction
- Bi-weekly construction meetings (virtual or in-person) have been included in this proposal.

Proposed Schedule

At least four (4) weeks of design is anticipated for each project submission. Design cannot be completed until all information has been received (equipment cuts, complete equipment list, backgrounds, owner reviews, etc.)

- *Final backgrounds for each submission will be required seven (7) business days in advance of each submission date. Backgrounds received after this time may result in submission delays.*

Assumptions

- Environmental consultant services are not included in this proposal.
- Utilities (power, water, sanitary, gas etc.) are immediately available and adequate to the site.
- Subsequent submissions, background revisions, coordination and/or value engineering is subject to additional fees.
- Utilize PDF drawings provided by the town to create architectural drawings of the existing buildings to create electronic backgrounds.
- Documentation for owner related rebates from the utility are not included in this proposal.



- Commissioning is not included in this proposal.
- LEED certification of the building is not included in this proposal.
- Acoustical related services have not been included in this proposal. BLW Engineers will design systems in accordance with industry standards to reduce noise transmission to the occupied spaces; however, acoustical engineering services are not within BLW Engineers area of expertise and if noise transmission from the mechanical systems to the occupied spaces and/or lot lines is a potential concern, an acoustical consultant should be retained separate from this proposal.

Proposed Fee

Project Tasks	
Evaluation / Schematic Design Narrative	\$ 20,000.00
Design Development (30%)	\$ 20,000.00
Design Development (75%)	\$ 21,000.00
Construction Documents (100%)	\$ 21,000.00
Bidding	\$ 3,000.00
Construction Administration	\$ 35,000.00
Total	\$120,000.00

Additional site visits with field reports will be provided for the lump sum cost of \$ 600.00 per person per visit.

Additional services will be provided on an hourly basis.

All invoices must be paid in full prior to release of final construction affidavits.

This proposal incorporates the terms and conditions in the attached "BLW Engineers, Inc. Standard Contract Terms" dated January 1, 2026.

Invoices for the above stated fee would be submitted monthly, based on a lump sum, percent complete basis by task. Reimbursable expenses are included in this proposal.

Thank you for the opportunity to present this proposal. If you have any questions or need additional information, please feel free to contact our office.

Very truly yours,

BLW ENGINEERS

Daki S. Koutouvides, PE
Principal

Accepted by:



City of Revere

Date: _____

BLW ENGINEERS, INC.

STANDARD CONTRACT TERMS

The following Standard Contract Terms, together with the attached proposal, constitutes the terms of the Agreement between BLW Engineers, Inc. ("BLW Engineers") and the Client with respect to the performance of the services ("Services") on the project ("Project").

EFFECTIVE DATE

This Agreement will become effective upon BLW Engineer's receipt of authorization to proceed. This proposal is subject to renegotiation if acceptance is not received within 30 days or as stated in the proposal.

1. SCOPE OF SERVICES

BLW Engineers shall perform the Services described in the attached proposal. If BLW Engineers' services include the performance of any service during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the site) will be to enable BLW Engineers to perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with confidence that the completed work of the contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the contractor(s). BLW Engineers shall not, during such visits or as a result of any observations of construction, supervise, direct, or have control over the contractor's(s') work nor shall BLW Engineers have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the contractor(s) or safety precautions and programs incident to the work of the contractor(s) or for any failure of the contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the contractor(s) furnishing and performing their work. BLW Engineers does not guarantee the performance of the construction contract by the contractor(s), and does not assume responsibility for the contractor's(s') failure to furnish and perform their work in accordance with the Contract Documents. BLW Engineers shall review and approve (or take other appropriate action with respect to) shop drawings, samples, and other data which the contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, nor to dimensions or quantities. BLW Engineers' review or other actions, as described above, shall not constitute approval of an assembly of which an item is a component, nor shall it relieve the contractor(s) of (a) their obligations regarding review and approval of any such submittals; (b) their exclusive responsibility for the means, methods, sequences, techniques, and procedures of construction, including safety of construction, or (c) for compliance with the Contract Documents. BLW Engineers shall be entitled to rely upon the accuracy and completeness of surveys, reports, drawings, plans, and other documents prepared by third parties, including consultants and contractors independently retained by the Client.

2. STANDARD OF CARE

The Client and the Owner acknowledge that the Services provided by BLW Engineers in this Agreement may require BLW Engineers to make decisions based on experience and professional judgment, rather than on precise scientific or empirical criteria. In performing its Services, BLW Engineers shall use that degree of care and skill ordinarily exercised by competent members of the engineering profession as of the date of the performance of the Services, in the same locality at the site, and under the same or similar circumstances and conditions. BLW Engineers shall perform its Services as expeditiously as is consistent with the orderly progress of the Project. No other representations or warranties, whether express or implied, are applicable with respect to the Services rendered hereunder, the ("Standard of Care").

3. REGULATORY AGENCIES

BLW Engineers shall exercise reasonable efforts, to the extent consistent with the Standard of Care, to comply with all applicable zoning and codes for the Project required by those governmental agencies having jurisdiction over the Project. The Client and the Owner acknowledge that some zoning and code requirements are subject to interpretation. BLW Engineers will, as necessary, review such interpretations with Regulatory Agencies relating to its Scope of Services. The Regulatory Agencies may require changes to the Documents that may result in additional costs to the Project. BLW Engineers may reasonably request Additional Services to make these changes, which will require the Client's and the Owner's approval in advance, which shall not be unreasonably withheld or delayed.

4. CERTIFICATIONS/AFFIDAVITS

The proposed language of certificates, affidavits or certifications requested of BLW Engineers or BLW Engineers' consultants shall be submitted to BLW Engineers for review and approval at least fourteen (14) days prior to execution. The Client shall not request certifications and/or affidavits that would require knowledge or services beyond the scope of this Agreement and/or beyond the professional qualifications and engineering expertise of BLW Engineers. BLW Engineers shall not be required to sign any document(s), that would result in BLW Engineers having to certify, guarantee or warrant the existence of conditions BLW Engineers cannot ascertain.



5. INVOICE AND PAYMENT TERMS:

Invoices shall be sent to the Client monthly for the prior month, and payment is due within thirty (30) calendar days of the invoice date. If payment is not made within ninety (90) calendar days of the invoice date, the amounts due may include an interest assessment at the rate of 1-1/2% per month. If the Client fails to make payment when due for services and reimbursable expenses, BLW Engineers may, upon thirty (30) days' written notice to the Client, suspend performance of services under this Agreement. In the event of a suspension of services, BLW Engineers shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services for failure of the Client to make payment to BLW Engineers. If the Client fails to pay BLW Engineers for services rendered, the Client agrees to pay all costs of collection, including, but not limited to, any reasonable attorney fees and costs.

Remit to Address:

Check Payments:

BLW Engineers, Inc.
P.O. Box 1551
311 Great Road
Littleton, MA 01460

6. RESTART

If the Project is stopped for a period greater than sixty (60) days, a restart fee of 10% of the project fee may be required to compensate BLW Engineers for the necessary premium time and remobilization of staff and materials. If the duration of the Project stoppage exceeds one hundred and eighty (180) days in the aggregate, an additional adjustment may be applied to the fee or hourly billings rates, as applicable at the discretion of BLW Engineers to cover wage increases and general price escalation.

7. TERMINATION

This Agreement may be terminated by the Client or BLW Engineers upon seven (7) days' written notice. In either case, all amounts due for services and reimbursable expenses as of the date of receipt of cancellation notice shall be paid to BLW Engineers within 60 days from the date of BLW Engineers' final invoice following notice of termination. In the event of termination by the Client for reasons not the fault of BLW Engineers, the Client shall pay BLW Engineers in addition to payment for services rendered and reimbursable expenses, all expenses reasonably incurred by BLW Engineers in connection with the underlying termination of its Services on the Project, including but not limited to demobilization and other costs.

8. WAIVER OF SUBROGATION

The Client and BLW Engineers and their insurers waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, but only to the extent such damages are covered by the proceeds of any property or other insurance. The Client and BLW Engineers shall each require similar waivers from their contractors, consultants, and agents.

9. INSURANCE

BLW Engineers is protected by Workers' Compensation Insurance, General Liability and Professional Liability Insurance, and will furnish information and certificates upon request. Such General Liability Insurance shall have limits of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate and such professional liability shall have limits of not less than \$2,000,000 per claim.

10. TRANSFER, REASSIGNMENT OF AGREEMENT, THIRD PARTIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client, Owner or BLW Engineers' relationship under this Agreement is solely with the Client and the Owner. Privity of contract exists only between the Client and BLW Engineers and is not expressed or implied with respect to any other party, including, the contractor, subcontractors, Client's consultants, Owner's consultants, and in regard to a condominium project, the Homeowner Association "HOA", individual unit owners, individual unit owner investors or any other party with whom the Client or Owner now have or may hereafter enter into an agreement with respect to the Project. Neither party, without the prior written consent of the other party, shall transfer, sublet, assign any rights or interest in this Agreement (including, without limitation, monies that are due or monies that may be due). Subcontracting to subconsultants normally contemplated by BLW Engineers shall not be considered an assignment for purposes of this Agreement. To the extent the Client or the Owner enters into any contract or undertaking with a third party or makes any promise or representation to a third party that expands, modifies or alters the Services, Agreement, Scope of Services without BLW Engineers' full knowledge, prior to the written consent, then such expansion, modification or alteration shall be void between the parties and of no force and effect, as to BLW Engineers, and shall not cause a reduction in BLW Engineers' previously agreed compensation, and the Client will pay BLW Engineers for all Services performed.

11. BETTERMENT



If a required item or component of the Project is omitted from the Documents, including but not limited to, quantity variances, zoning and code compliance, as defined in the Proposal and in Section 1 herein, and it results in a claim against the Client and BLW Engineers or BLW Engineers' subconsultants, BLW Engineers and its subconsultants shall not be responsible for the original cost to add such required item or component to the Project, to the extent such item or component would have been required and included in the original Documents. In no event, will BLW Engineers or its subconsultants be responsible for the cost of an item or component that provides a betterment or upgrade or enhances the value of the Project to the Owner.

12. HAZARDOUS WASTE/ASBESTOS/CONTAMINANTS

BLW Engineers shall not be responsible for the discovery, treatment, disposal, permitting, reporting of any Services involving or relating to the presence of or the actual or threatened release, escape, or discharge of hazardous waste, hazardous materials, toxic materials, oil, asbestos, and/or other contaminants which may exist on the site, in any of the existing structures on the site, or due to the proposed development. It is agreed that the Client, to the fullest extent permitted by law, shall release and indemnify and hold harmless BLW Engineers and its consultants, agents, and employees, from and against all claims, damages, losses, and expenses, direct and indirect, including but not limited to attorney's fees and defense costs, arising out of or resulting from or in any way connected with detection, presence, handling, removal, abatement or disposal of any hazardous waste, hazardous materials, toxic materials, oil, asbestos and / or other contaminants that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability, or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of BLW Engineers. BLW Engineers may, at its sole option, and without liability for consequential or other damages, suspend performance of its Services on the Project upon discovery of hazardous waste, hazardous materials, toxic materials, oils, asbestos and / or other contaminants until the Client contains such and warrants that the Project site is in full compliance with applicable laws and regulations.

13. OWNERSHIP AND USE OF DOCUMENTS

All documents including drawings and specifications, design concepts, inventions, propriety information developed for the Project, including electronic documents prepared or furnished by BLW Engineers under this Agreement are instruments of Service for use solely with respect to the Project ("Documents"). As author, BLW Engineers shall retain the ownership and property interest in those instruments of Service, including copyright, common law and statutory law interest in the Documents whether or not the Project is completed; however, if the Project is completed, the Client may retain a license to use copies of the Documents solely for information and record reference purposes in connection with the completed Project. These Documents are not intended or represented to be suitable for reuse by Client or any other party in connection with (a) the completion of the Project if BLW Engineers' Agreement has been terminated or BLW Engineers otherwise is not involved in the Project; (b) extensions of the Project; and / or (c) any other project. Any reuse without written approval, verification or adaptation by BLW Engineers for the specific purpose intended will be at the Client's sole risk and without any liability or legal exposure to BLW Engineers or its consultants. The Client accordingly waives all claims and shall defend, indemnify and hold harmless BLW Engineers, and its consultants, from any and all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the unauthorized use. At BLW Engineers' sole discretion, it may allow the Client to reuse the Documents with written approval, verification or adaptation of the Documents by BLW Engineers, which will entitle BLW Engineers to additional compensation to be mutually agreed upon by the Client and BLW Engineers. Further, BLW Engineers agrees to provide materials to the Client stored electronically. The Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents provided to the Client are for informational purposes only and not as an end product. BLW Engineers makes no warranties, either express or implied, regarding the accuracy, fitness or suitability for any purpose of the CADD Documents. Accordingly, the Client agrees to waive any and all claims against BLW Engineers resulting in any way from the any use, reuse, reliance on, or alteration of the CADD Documents.

14. ESTIMATES AND/OR OPINIONS OF COST

Any estimates or opinions of project or construction costs are provided by BLW Engineers on the basis of BLW Engineers' experience and qualifications as an engineer and represent its best judgment as an experienced and qualified engineer familiar with the construction industry. Since BLW Engineers has no control over the cost of labor, materials, equipment, or Services furnished by others or over competitive bidding or market conditions, it cannot guarantee or represent that proposals, bids, or actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by BLW Engineers. Similarly, since BLW Engineers has no control over building or site operation and/or maintenance costs, BLW Engineers cannot and does not guarantee or represent that the actual building or system operating or maintenance costs will not vary from any estimates given by BLW Engineers.

15. SERVICES MADE NECESSARY BY CONTRACTOR PERFORMANCE

It is the Client's responsibility to hire the contractor, and it is the contractor's responsibility to install and complete fully operable systems. The Client agrees to pay BLW Engineers at the Hourly Billing Rates listed in Section 17 for all its troubleshooting work due to contractor's inability to achieve a satisfactory operation.

To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify BLW Engineers, its officers, agents, employees, and consultants, from any and all liabilities, claims, damages, and suits arising out of the negligence of the Client,



its agents, or the negligence of any contractor(s) or subcontractor(s) performing any portion of the work and supplying any materials, or any other parties.

16. HOURLY BILLING RATES - 2026

Unless stated otherwise in the proposal, BLW Engineers' hourly billing rates are as follows for 2026 calendar year:

Principal	\$ 275.00
Project Manager	\$ 240.00
Senior Engineer	\$ 215.00
Engineer	\$ 190.00
Junior Engineer/CAD Designer	\$ 130.00

17. REIMBURSABLE EXPENSES

Normal reimbursable expenses are in addition to the fee for services and shall be billed at the amount listed in the Proposal. If the amount is not listed, the amount shall be billed at 1.10 times the amount expended. Reimbursable expenses are those expenses directly related to the Project such as travel including tolls, parking, transportation, meals, and lodging; printing, copying and handling of documents; film and processing; regulations and by-laws/ordinances; telephone calls and other communication charges; postage and delivery; equipment for tests; and permit application fees.

18. APPLICABLE STATE LAW

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

19. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, employees or agents of any of the foregoing, shall be liable to the other in any action or claim brought by either party against the other for incidental, indirect, or consequential damages, which include but are not limited to loss of income, profit, revenue, and goodwill, arising out of or related to the Services whether based on contract, tort, statute or otherwise.

20. LIMITATIONS OF LIABILITY: AGGREGATE LIMITS: To the fullest extent permitted by law, Client and BLW each waive any right to consequential, liquidated or incidental damages and agree that the total liability, in the aggregate, of BLW and BLW's officers, directors, employees, agents, and independent professional associates, and any of them, to the Client and any one claiming by, through or under the Client, for any and all injuries, claims losses, expenses, or damages whatsoever arising out of or in any way related to BLW's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of BLW or BLW's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the lesser of the total compensation received by BLW for the specific work performed resulting in Client's damages or the limits of the available insurance coverage specifically identified and required by the Client for this Project at the time when the claim is resolved.

21. PROJECT RISK RELATED TO CONDOMINIUMS OR APARTMENTS (If applicable)

The Client and Owner acknowledge the risk to BLW Engineers inherent in condominium projects and the disparity between BLW Engineers' fee and BLW Engineers' potential liability for problems or alleged problems with such condominium projects. In consideration of the substantial risks to BLW Engineers in rendering professional Services in connection with the Project, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless BLW Engineers, its officers, directors, employees and subconsultants (collectively, BLW Engineers) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Services performed on the Project, except for such costs directly caused by BLW Engineers' sole negligence or willful misconduct, as found by a court of competent jurisdiction.

22. MAINTENANCE MANUALS RELATED TO CONDOMINIUMS OR APARTMENTS (if applicable)

The Client and Owner agree that the Bylaws of the Homeowners' Association established for the Project will require that the Association perform, at a minimum, all maintenance as recommended in the Maintenance Manual, and all routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The Bylaws shall also contain an appropriate waiver and indemnity in favor of the Client, BLW Engineers and subconsultants, and the contractor if the maintenance recommendations contained in the Maintenance Manual are not performed.

23. SERVICES INVOLVING UAVS

In the event of any unmanned aerial system(s) or unmanned aerial vehicle(s) (hereinafter collectively referred to as "UAV") use on the project, BLW Engineers' liability for such use shall be limited to damages to the extent caused by its negligence, subject to the further provisions of this article. BLW Engineers shall rely on the specific requirements in the Scope of Services to perform any services with the use of any UAV. BLW Engineers shall not be responsible for obtaining or examining any images or other information gathered by or resulting from any UAV use (collectively, "Images"), if such Images are not expressly required in the Scope of Services. BLW Engineers shall not be responsible for alerting the Client to any Images, for any purpose, regardless of



any consequence to the project, if such purpose is not expressly required in the Scope of Services. Any unrequested or unused Images shall be discarded, and the Client agrees to such disposal and agrees that BLW Engineers shall not be liable for any such disposal. BLW Engineers shall not be liable for any damages, claims, liabilities, or expenses of any kind related to any unauthorized use of any UAV, or any Images. In the event of any UAV use, the Client and the Owner agree to provide sufficient access to the site and remove any and all potential obstructions, including but not limited to snow and debris, from the site prior to the date on which services involving UAV use are scheduled, or indicated, to be performed. The Client and the Owner agree to restrict access to the site while the UAV is in operation, and to provide advance notice to all individuals, located in the vicinity of the project, of said restriction.

24. DISPUTE RESOLUTION

Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the Construction Industry Rules of the American Arbitration Association in accordance with its existing terms and procedures, unless the parties mutually agree otherwise. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute under the laws of the Commonwealth of Massachusetts. In the event that the dispute is not resolved in mediation, the parties may submit the dispute to litigation in a court of competent jurisdiction within the State of Massachusetts, which shall be the method of binding dispute resolution for any claim or dispute under this Agreement.

CLIENT BILLING INFORMATION

1. BILLING ENTITY & MAILING ADDRESS

2. AUTHORIZED CONTACTS FOR PROJECT

3. INVOICING EMAILS:
(Please Provide Two (2) Addresses)

4. PHONE NUMBER(S):



City of Revere

Chief Financial Officer/City Auditor

281 Broadway
Revere, MA 02151
Tel: (781) 286-8131

Richard Viscay
CFO/City Auditor

September 23, 2026

Anthony T. Zambuto, City Council President
Revere City Hall
281 Broadway
Revere, MA 02151

RE: Appropriation for City-wide Tree Trimming

Dear Council President Zambuto,

As part of preparing for the winter season, the Tree Warden would like to get some of the backlog of tree trimming completed prior to the end of fall. Therefore, I am respectfully requesting an appropriation of \$50,000 from the Capital Improvement Stabilization Fund to fund these services so that work can commence as soon as possible.

This appropriation is in line with the FY2027 Capital Improvement Budget, however we wish to fund this “pay-as-you-go” work separately so that we can best ensure safety of the residents by pruning branches off of trees that may otherwise be vulnerable to winter conditions.

I will be available at the next Council meeting to answer any questions.

Best regards,

Richard Viscay
CFO/City Auditor

Cc: Patrick Keefe, Mayor
Assunta Newton, Assistant Budget Director
Nick Rystrom, City Engineer/Tree Warden



City of Revere CFO/City Auditor

281 Broadway
Revere, MA 02151
Tel: (781) 286-8131

Richard Viscay
CFO/City Auditor

MEMORANDUM

To: Mayor Patrick M. Keefe, Jr
From: Richard Viscay
Cc: Assunta Newton, Assistant Budget Director
Date: September 23, 2026
RE: Verification of Available Funds for Authorization and Transfer

The attached request asks that funds be transferred as follows:

FROM:	Capital Improvement Stabilization Fund (84111-596000)	\$ 50,000
	<i>Available Balance:</i>	<i>\$449,502.30</i>
TO:	City-wide Tree Trimming	50,000
	<i>Original Certification:</i>	<i>\$ 0.00</i>

Based on the amount available as of September 23, 2026, there are sufficient funds to support such a transfer.

Account verified by _____

Reviewed by _____

For Audit Use Only:

CO# _____ DATE _____ ENTRIES MADE BY _____



City of Revere

Chief Financial Officer/City Auditor

281 Broadway
Revere, MA 02151
Tel: (781) 286-8131

Richard Viscay
CFO/City Auditor

September 15, 2026

Anthony Zambuto, City Council President
Revere City Hall
281 Broadway
Revere, MA 02151

Dear Council President Zambuto,

The Educational Technology Program (ETP) Committee has approved the use of ETP expenditures for Media Room and Branch Digital Services at the Revere Public Library.

The project aims to develop a dynamic, accessible media room and expand mobile digital access through our Bookmobile services. The media room will be equipped to create a flexible space for educational programming, media literacy workshops and community engagement activities. Additionally, Bookmobile services will be enhanced by purchasing laptops and Chromebooks to bring technology directly into underserved areas of the community.

I am respectfully requesting the City Council approve the request for funding of \$3,000 for this project.

Best regards,

Richard Viscay
CFO/ City Auditor

Cc: Patrick Keefe, Mayor
Assunta Newton, Assistant Budget Director



City of Revere

Chief Financial Officer/City Auditor

281 Broadway
Revere, MA 02151
Tel: (781) 286-8131

Richard Viscay
CFO/City Auditor

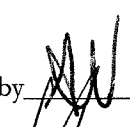
MEMORANDUM

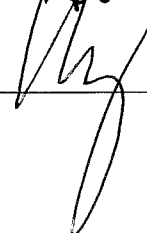
To: Mayor Patrick Keefe
From: Richard Viscay
Cc: Assunta Newton, Assistant Budget Director
Date: September 15, 2026
RE: Verification of Available Funds for Authorization and Transfer

The attached request asks that funds be transferred as follows:

FROM:	ETP Fund (19301-570004)	\$3,000
	<i>Available Balance:</i>	<i>\$ 1,052,050.57</i>
TO:	Revere Public Library technology	\$3,000
	<i>Original Certification:</i>	<i>\$ 0.00</i>

Based on the amount available as of September 15, 2026, there are sufficient funds to support such a transfer.

Account verified by  _____

Reviewed by  _____

For Audit Use Only:

CO# _____ DATE _____ ENTRIES MADE BY _____



City of Revere

Chief Financial Officer/City Auditor

281 Broadway
Revere, MA 02151
Tel: (781) 286-8131

Richard Viscay
CFO/City Auditor

September 22, 2026

Anthony T. Zambuto, City Council President
Revere City Hall
281 Broadway
Revere, MA 02151

Dear Council President Zambuto,

As you are aware from previous communications, Chapter 44 of the General Laws of the Commonwealth requires cities and towns to establish either a receipt reserved for appropriation fund or an enterprise fund for the cable related purposes consistent with the franchise agreement. The City has adopted a receipt reserve for appropriation account for these purposes.

Please find attached invoices totaling \$83,242.44 that will need an appropriation from the fund to RevereTV for the operation of their media center.

I will be available at the next Council meeting to answer any questions.

Best regards,

Richard Viscay
CFO/ City Auditor

Cc: Patrick Keefe, Mayor
Assunta Newton, Assistant Budget Director



City of Revere

Chief Financial Officer/City Auditor

281 Broadway
Revere, MA 02151
Tel: (781) 286-8131

Richard Viscay
CFO/City Auditor

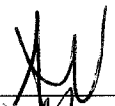
MEMORANDUM

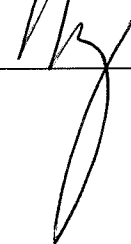
To: Mayor Patrick Keefe
From: Richard Viscay
Cc: Assunta Newton, Assistant Budget Director
Date: September 22, 2026
RE: Verification of Available Funds for Authorization and Transfer

The attached request asks that funds be transferred as follows:

FROM:	Cable Access Receipt Reserved Fund (19301-570003)	\$83,242.44
	<i>Available Balance:</i>	<i>\$ 83,242.44</i>
TO:	Revere TV Invoices	\$83,242.44
	<i>Original Certification:</i>	<i>\$ 0.00</i>

Based on the amount available as of September 22, 2026, there are sufficient funds to support such a transfer.

Account verified by 

Reviewed by 

For Audit Use Only:

CO# _____ DATE _____ ENTRIES MADE BY _____

Invoice

Revere Community Media Center
261 Washington Avenue
Revere, MA 02151
, 781 426-9498

September 10, 2026

Invoice: 20260930

QE 06/30/2026

Bill To:
City of Revere
Broadway
Revere, MA 02151

DESCRIPTION	Date	AMOUNT
Comcast QE	6/30/2026	73,477.90
Comcast Revenue Assessment	6/30/2026	3,673.97
RCN QE	6/308/2026	4,567.93
RCN Revenue Assessment	6/30/2026	1,522.64
Total		83,242.44

Make all checks payable to: Revere Community Media Center