

CITY COUNCIL
Regular Meeting



City Council Chamber – 2nd Floor
Revere City Hall
Revere, MA 02151
Calendar
Monday, April 13, 2026, 6:00 PM

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.

5:00PM Ways & Means Sub-Committee Meeting

5:30PM Zoning Sub-Committee Meeting

Salute to the Flag

1. **Roll Call of Members**

2. Approval of the Journal of the Regular Meeting of March 23, 2026

3. **26-059** Motion presented by Councillor Kelley: That the Mayor request Fire Chief James Cullen and Captain Kevin O’Hara to appear before the City Council on Monday, April 13th to provide a public safety briefing regarding the proposed Battery Energy Storage System (BESS) facility at 0 Muzzey Street. The briefing should address emergency response considerations associated with a facility of this scale, including fire suppression strategies, hazardous materials considerations, potential evacuation procedures, coordination with public safety agencies, and any training, equipment, or operational planning necessary for the City of Revere to respond effectively to an incident involving a battery energy storage facility. The purpose of this presentation is to ensure that the City Council and the public have a clear understanding of the public safety preparedness and emergency response planning associated with a project of this magnitude.

Public Comment Pursuant to Chapter 402 of the Acts of 1965

Unfinished Business

4. **26-032** A Zoning Ordinance Further Amending Title 17 of the Revised Ordinances of the City of Revere Relative to Special Permits. (Engrossment & Ordainment)

Zoning Sub-Committee Report

5. **26-017** Ardit Kraja, 500 Governor’s Dr., Unit 26, Winthrop, MA 02152 requesting a special permit to reconstruct, alter, and extend the pre-existing non-conforming structure (garage) by constructing a two and half story, two-family dwelling on Lot A Elmwood Street, Revere, MA 02151.

6. **26-043** Mario Zepaj, 791 Broadway, Revere, MA 02151 requesting a special permit from the Revere City Council to enable the appellant to construct two townhouse dwellings at 661 Washington Avenue, Revere, MA 02151. Townhouses may be allowed in the RB District by special permit.

Ways & Means Sub-Committee Report

7. **26-058** Communication from the Chief of Planning & Community Development relative to a low-income solar program.

Communications

8. **26-066** Communication from Dean Harris, Executive Director, Revere Housing Authority (RHA) notifying the City Council of RHA's upcoming master redevelopment plan public hearing.
9. **26-067** Communication from the City Auditor relative to the certification of free cash and required corresponding stabilization fund transfers.
10. **26-068** Communication from the City Auditor relative to various capital improvement expenditures from the Capital Improvement Stabilization Fund.
11. **26-069** Communication from the City Auditor notifying the City Council of the Retirement Board's vote to increase the Cost-of-Living adjustment for retirees by 3%.
12. **26-070** Communication from the City Auditor requesting an increase in the Cost-of-Living base for members of the Revere Retirement System from \$14,000 to \$15,000.
13. **26-071** Communication from the City Auditor requesting a bond authorization in the amount of \$3.6 million for stormwater improvements.
14. **26-085** Communication from the Transportation Coordinator requesting approval of a 5-year agreement between the City of Revere and Lyft Bikes and Scooters, LLC for the City's bike share program, Bluebikes.
15. **26-072** Communication from the Mayor relative to the appointment of Juan Jaramillo to the Affordable Housing Trust Fund Board.
16. **26-073** Communication from the Mayor relative to the reappointment of Daniel Occena to the License Commission.
17. **26-074** Communication from the Mayor relative to the reappointment of Thomas Carleton to the Conservation Commission
18. **26-075** Communication from the Mayor relative to the reappointment of Robert Selevitch to the License Commission.
19. **26-076** Communication from the Mayor relative to the reappointment of Stephen Reardon to the Election Commission.
20. **26-077** Communication from the Mayor relative to the reappointment of Bernardo Sepulveda to the Conservation Commission.

Motions

21. **26-078** Motion presented by Councillor Argenzio, Councillor Silvestri: That the City Council award Certificates of Merit to the Revere High School ROTC Robo Nerds robotic club for winning a national title at the National Robot Drone League held at Eastern Tennessee State University. The team traveled to Tennessee to compete March 27th and 28th.
22. **26-079** Motion presented by Councillor Novoselsky: That the Mayor request the DCR Commissioner to authorize his staff to order and install LED flashing crosswalk lights on Ocean Avenue from Shirley Avenue to Revere Street for the safety of all using Ocean Avenue and Revere Beach.
23. **26-080** Motion presented by Councillor McKenna, Councillor Guarino-Sawaya: That the Mayor request the Parks & Recreation Department to investigate the feasibility of establishing a swim program at the Garfield School swimming pool for children with autism through grants or scholarship opportunities.
24. **26-081** Motion presented by Councillor McKenna, Councillor Cogliandro: That the City Council order to a public hearing, An Ordinance Further Amending Title 17 of the Revere Revised Ordinances Relative to Outdoor Lighting. (attached)
25. **26-082** Motion presented by Councillor Guarino-Sawaya: That the Revere City Council award a Certificate of Commendation to Mr. Jamie Russo in recognition of his continued support of the Revere Fire Department through the voluntary donation of properties slated for demolition for use in critical, hands-on fire training exercises.
26. **26-083** Motion presented by Councillor Guarino-Sawaya: That the Mayor request the Traffic Commission to order to a public hearing the following proposed regulation relative to a right-hand travel lane on Revere Street in the interest of public safety and traffic efficiency. Section 1. Schedule VIII Parking Restrictions Generally of the Revised Ordinances of the City of Revere is hereby amended by inserting the following: Location - Revere Street, Direction - Southerly, From - Sagamore Street, To - North Shore Road, Type Parking - No Parking Anytime.
27. **26-084** Motion presented by Councillor Guarino-Sawaya: That the Mayor request the Chief of Police to begin immediate enforcement of restrictions on commercial construction vehicles traveling along Revere Street during peak traffic hours. Further, that commercial construction vehicles with a verified destination on Revere Street, or on streets directly accessible only via Revere Street, and with no reasonable alternate route, shall be permitted access during restricted hours at the discretion of the enforcing police officer. Further, that the Mayor, in coordination with the Police Department and the Solicitor's Office, review any existing ordinances or regulations relative to commercial and construction vehicle travel on Revere Street, and report back to the City Council with findings and recommendations for strengthening enforcement or implementing additional restrictions if necessary.



CITY COUNCIL
Regular Meeting

City Councillor
Joseph A. DelGrosso
City Council Chamber
Journal
Monday, March 23, 2026

Regular Meeting of the City Council was called to order at 6:00 PM. Council President Anthony T. Zambuto presiding.

Salute to the Flag

1 Roll Call of Members

Attendee Name	Title	Status	Arrived
Paul Argenzio	Councillor	Present	
Anthony Cogliandro	Councillor	Present	
Chris Giannino	Councillor	Present	
Angela Guarino-Sawaya	Councillor	Present	
Robert J. Haas	Councillor	Present	
Michelle Kelley	Councillor	Present	
Joanne McKenna	Councillor	Present	
Jim Mercurio	Councillor	Present	
Ira Novoselsky	Councillor	Present	
Marc Silvestri	Councillor	Present	
Anthony T. Zambuto	Council President	Present	

2 Approval of the Journal of the Regular Meeting of March 2, 2026

RESULT: ACCEPTED

3 Approval of the Journal of the Regular Meeting of March 9, 2026

RESULT: ACCEPTED

- 4 26-023 Motion presented by Councillor McKenna: That the City Council request Tammy Saporito, National Grid to appear before the City Council to address city-wide issues of double poles and street light outages. Further, that all City Councillors be requested to compile a list of National Grid work orders and issues to present Ms. Saporito at the proposed meeting.

The City Council discussed ongoing issues with double utility poles and street light outages and requested a representative from National Grid to address these concerns. Jim McKay from National Grid addressed the Council and explained that most poles are jointly owned with Verizon, and removal of double poles requires sequential work by multiple utilities using a shared tracking system. There are approximately 150 active double-pole cases in Revere, with many delays attributed to other companies, particularly Comcast, as well as coordination

challenges and resource constraints.

Councillors expressed frustration with the slow pace of progress, long-standing outages, and safety hazards such as leaning or “floating” poles and lights that could use a higher wattage in the interest of public safety. Suggestions included hiring subcontractors to expedite work, though union and liability issues currently prevent this approach. Urgent safety concerns and specific problem locations were raised, and Mr. McKay committed to improving communication, prioritizing hazardous cases, and working with other utilities to accelerate resolution. Overall, the discussion emphasized the need for better coordination, accountability, and faster response to public safety issues.

RESULT: PLACED ON FILE

Public Comment Pursuant to Chapter 402 of the Acts of 1965

Kori O'Hara, 270 Beach Street, Revere, MA spoke on Council Order 26-059. Ms. O'Hara raised concerns about a proposed battery storage facility, stating that the project was submitted in January and claimed protection under the Dover Amendment, allowing it to bypass typical zoning and public review processes.

Travis Alpert, 19 Coledge Street, Revere, MA addressed the Council, but did not speak on any agenda item. He informed the Council that a MassDevelopment TDI (Transformative Development Initiative) program, which supported business sustainability and community engagement in Revere Beach and Shirley Avenue, has been discontinued. He emphasized the value of the program’s prior impact and encouraged public advocacy to restore funding and maintain Revere as a designated district for continued community.

Kori O'Hara, 270 Beach Street, Revere, MA spoke in support of Council Order 26-063 relative to requesting RevereTV to televise Site Plan Review meetings.

Unfinished Business

- 5 26-032 A Zoning Ordinance Further Amending Title 17 of the Revised Ordinances of the City of Revere Relative to Special Permits.

Councillor Novoselsky objected on the 3rd and final reading. Ordinance tabled until the next meeting of the City Council on April 13, 2026.

RESULT: TABLED - OBJECTION 3RD AND FINAL READING Next: 4/13/2026 6:00 PM

Zoning Sub-Committee Report

The Zoning Sub-Committee met on Monday evening, March 23, 2026 at 5:00PM 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.

Minutes Acceptance: Minutes of Mar 23, 2026 6:00 PM (Salute to the Flag)

26-017 Ardit Kraja, 500 Governor’s Dr., Unit 26, Winthrop, MA 02152 requesting a special permit to reconstruct, alter, and extend the pre-existing non-conforming structure (garage) by constructing a two and half story, two-family dwelling on Lot A Elmwood Street, Revere, MA 02151.

Attorney for the applicant, Nancy O’Neil, 14 Proctor Avenue, Revere, MA 02151 addressed the committee. Attorney O’Neil stated that revised project plans are being prepared in response to feedback and requested a continuance to a Zoning Sub-Committee meeting in April. Attorney O’Neil also requested a 90-day extension of the Council’s decision deadline to allow additional time for review and discussion which the Zoning Sub-Committee unanimously recommended to the City Council to be approved.

26-044 Andrea Garcia, 150 Arnold Street, Revere, MA 02151 requesting a special permit from the Revere City Council to modify an existing non-conforming structure and use from a tow company to a restaurant at 855 Broadway, Revere, MA 02151.

The Zoning Sub-Committee reviewed a special permit for a restaurant at 855 Broadway and added conditions requiring installation and maintenance of an odor-control ventilation system and mandating a separate special permit for any future use of an additional retail space. Councilors discussed the necessity and legality of these conditions, particularly the requirement for future council approval of additional uses. Additional conditions from Site Plan Review included compliance with fire, building, and health codes, installation of a grease interceptor, and exterior improvements. The sub-committee voted unanimously to recommend approval of the special permit subject to all conditions.

1. The plans shall be reviewed by the Fire Dept. for fire suppression system requirements.
2. The building shall be brought into compliance with all building, plumbing, electrical, fire safety, and health codes.
3. An exterior grease interceptor shall be installed for the proposed restaurant to be approved by the plumbing inspector.
4. Improvements shall be made to the exterior of the building including new signage to be approved by the Site Plan Review Committee.
5. The applicant shall install, operate, and continuously maintain a specialized odor-control ventilation system designed to prevent the emission of food preparation odors from the premises to the surrounding neighborhood. Such system shall include a roof-mounted exhaust vent equipped with industry-standard odor mitigation technology, which may include but is not limited to carbon filtration, electrostatic precipitators, or equivalent systems. The ventilation system shall be designed and installed in accordance with all applicable provisions of the Massachusetts State Building Code and any other relevant federal, state, and local regulations, and shall be subject to review and approval by the Inspectional Services Department. The system shall be operated at all times during food preparation and business hours and shall be maintained in good working order. Any failure of the system resulting in detectable off-site odors shall constitute a violation of this condition.
6. The “retail space” portion of the structure, as shown on the plans entitled “*Convert Garage into Restaurant at 855 Broadway, Revere, MA - Interior Fit Out Only,*” prepared by David Choi Architect, dated February 13, 2026, and on file with the Office of the City Clerk, shall not be occupied or used unless and until the applicant or subsequent owner obtains a separate special permit from the City Council for the proposed use; no

certificate of occupancy shall be issued for such space prior to said approval, and failure to comply shall constitute grounds for enforcement action, including modification, suspension, or revocation of this special permit.

- 6 26-017 Ardit Kraja, 500 Governor’s Dr., Unit 26, Winthrop, MA 02152 requesting a special permit to reconstruct, alter, and extend the pre-existing non-conforming structure (garage) by constructing a two and half story, two-family dwelling on Lot A Elmwood Street, Revere, MA 02151.

RESULT:	REFERRED TO ZONING	Next: 4/13/2026 6:00 PM
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- 26-017 Ardit Kraja, 500 Governor’s Dr., Unit 26, Winthrop, MA 02152 requesting a special permit to reconstruct, alter, and extend the pre-existing non-conforming structure (garage) by constructing a two and half story, two-family dwelling on Lot A Elmwood Street, Revere, MA 02151.

“SHALL THE CITY COUNCIL APPROVE THE PETITIONER’S REQUEST TO EXTEND THE ACTION DEADLINE PURSUANT TO MGL CHAPTER 40A, SECTION 9 BY 90 DAYS TO JULY 28, 2026?”

RESULT:	ORDERED - ROLL CALL [UNANIMOUS]
AYES:	Argenzio, Cogliandro, Giannino, Guarino-Sawaya, Haas, Kelley, McKenna, Mercurio, Novoselsky, Silvestri, Zambuto

- 7 26-044 Andrea Garcia, 150 Arnold Street, Revere, MA 02151 requesting a special permit from the Revere City Council to modify an existing non-conforming structure and use from a tow company to a restaurant at 855 Broadway, Revere, MA 02151.

“SHALL THE CITY COUNCIL GRANT THE RELIEF REQUESTED SUBJECT TO THE CONDITIONS AS REPORTED BY THE ZONING SUB-COMMITTEE?”

RESULT:	ORDERED - ROLL CALL [UNANIMOUS]
AYES:	Argenzio, Cogliandro, Giannino, Guarino-Sawaya, Haas, Kelley, McKenna, Mercurio, Novoselsky, Silvestri, Zambuto

Legislative Affairs Sub-Committee Report

The Legislative Affairs Sub-Committee met on Monday evening, March 23, 2026 at 5:30PM in the City Councillor Joseph A. DelGrosso City Council Chamber, Revere City Hall, 281 Broadway, Revere, MA 02151. Committee members present were Councillors Guarino-Sawaya, Haas, Kelley, McKenna, and Chairman Argenzio.

- 26-024 An Ordinance Further Amending Title 12 of the Revere Revised Ordinances Relative to Construction Procedures for Street and Sidewalk Openings.

Minutes Acceptance: Minutes of Mar 23, 2026 6:00 PM (Salute to the Flag)

AN ORDINANCE FURTHER AMENDING TITLE 12 OF THE REVERE REVISED ORDINANCES RELATIVE TO CONSTRUCTION PROCEDURES FOR STREET AND SIDEWALK OPENINGS

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

Section 1. Section 12.04.080(C)(9) Construction Procedures - Street and Sidewalk Openings of the Revere Revised Ordinances is hereby amended by deleting the last paragraph and inserting in place thereof the following new paragraph:

The permittee shall be responsible for curb-to-curb restoration of the affected street, including all necessary appurtenant measures such as complete surface reconstruction, curbing, resetting utility structures (“bar holes”), compatible crack filling, tack coating, and infrared thermal integration of the pavement. The length of the required curb-to-curb restoration and all construction procedures shall be determined by a site inspection conducted with an authorized representative of the Department of Public Works. All restoration procedures shall be performed at the sole financial obligation of the permittee.

Chairman Argenzio submitted the following amendment to the proposed ordinance for consideration by the Legislative Affairs Sub-Committee:

Section 1. is hereby amended by inserting the following language at the end of the paragraph, “*Curb-to-curb restoration shall not apply to work initiated by the owner of an owner-occupied single-family, two-family, or three-family dwelling.*”

The proposed amendment and the ordinance as amended received unanimous support of the committee to be approved by the City Council.

- 8 26-024 An Ordinance Further Amending Title 12 of the Revere Revised Ordinances Relative to Construction Procedures for Street and Sidewalk Openings. (attached)

AN ORDINANCE FURTHER AMENDING TITLE 12 OF THE REVERE REVISED ORDINANCES RELATIVE TO CONSTRUCTION PROCEDURES FOR STREET AND SIDEWALK OPENINGS

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

Section 1. Section 12.04.080(C)(9) Construction Procedures - Street and Sidewalk Openings of the Revere Revised Ordinances is hereby amended by deleting the last paragraph and inserting in place thereof the following new paragraph:

The permittee shall be responsible for curb-to-curb restoration of the affected street, including all necessary appurtenant measures such as complete surface reconstruction, curbing, resetting utility structures (“bar holes”), compatible crack filling, tack coating, and infrared thermal integration of the pavement. The length of the required curb-to-curb restoration and all construction procedures shall be determined by a site inspection conducted with an authorized representative of the Department of Public Works. All restoration procedures shall be performed at the sole financial obligation of the permittee. Curb-to-curb restoration shall not apply to work initiated by the owner of an owner-occupied single-family, two-family, or three-family dwelling.

Minutes Acceptance: Minutes of Mar 23, 2026 6:00 PM (Salute to the Flag)

since participation is tied to the municipal aggregation program and can terminate if the City withdraws.

Councillors asked questions regarding enrollment, contract terms, administration of funds, and potential risks. While the program was described as low-risk and beneficial, some concerns remained about contract details and oversight. The Council voted to refer the agreement to the Ways and Means Committee for further review before taking action.

RESULT: REFERRED TO WAYS & MEANS **Next: 4/13/2026 6:00 PM**

Motions

- 13 26-059 Motion presented by Councillor Kelley: That the Mayor request Fire Chief James Cullen and Captain Kevin O’Hara to appear before the City Council on Monday, April 13th to provide a public safety briefing regarding the proposed Battery Energy Storage System (BESS) facility at 0 Muzzey Street. The briefing should address emergency response considerations associated with a facility of this scale, including fire suppression strategies, hazardous materials considerations, potential evacuation procedures, coordination with public safety agencies, and any training, equipment, or operational planning necessary for the City of Revere to respond effectively to an incident involving a battery energy storage facility. The purpose of this presentation is to ensure that the City Council and the public have a clear understanding of the public safety preparedness and emergency response planning associated with a project of this magnitude.

Councilor Kelley introduced a motion requesting the Fire Department to provide a public safety briefing on a proposed large-scale battery energy storage facility, emphasizing that the City Council has no authority to approve or deny the project due to state-level constraints, but must ensure public safety and awareness. Councillors expressed support, citing concerns about fire risks, hazardous materials, emergency preparedness, and the need for transparency.

Several Councillors noted frustration with limited local control under the Dover Amendment and ongoing uncertainty about its applicability to such projects. The motion was broadly supported as a necessary step to inform the Council and the public, ensure preparedness, and gather expert input from the Fire Department.

RESULT: ORDERED - ROLL CALL [UNANIMOUS]
AYES: Argenzio, Cogliandro, Giannino, Guarino-Sawaya, Haas, Kelley, McKenna, Mercurio, Novoselsky, Silvestri, Zambuto

- 14 26-060 Motion presented by Councillor Cogliandro, Councillor McKenna: That the Mayor and the City Solicitor appear before the Council in Executive Session to provide an update regarding the status of the eminent domain court proceedings related to the Wonderland property.

Minutes Acceptance: Minutes of Mar 23, 2026 6:00 PM (Salute to the Flag)

RESULT:	ORDERED - VOICE VOTE
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- 15 26-061 Motion presented by Councillor Silvestri: That the City Council order to a public hearing, An Ordinance Further Amending Title 8 of the Revere Revised Ordinances Relative to Cryptocurrency ATMS. (attached)

AN ORDINANCE FURTHER AMENDING TITLE 8 OF THE REVERE REVISED ORDINANCES RELATIVE TO CRYPTOCURRENCY ATMS

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 new Chapter 8.40 “Cryptocurrency ATMs”:

Chapter 8.40 CRYPTOCURRENCY ATMs

§ 8.40.010 **Purpose.**

The purpose of this section is to prohibit the placement and operation of cryptocurrency ATMs in the City of Revere due to the risks posed to consumers, including financial fraud, money laundering, and lack of recourse for users. The current absence of sufficient federal and state consumer protections and regulatory oversight for such machines necessitates a municipal prohibition to safeguard residents and preserve public safety.

§ 8.40.020 **Definitions.**

The following definitions shall apply in the interpretation and implementation of this chapter:

“Cryptocurrency” shall mean any type of digital unit that is used as a medium of exchange or a form of digitally stored value or that is incorporated into payment system technology. Cryptocurrency shall be construed to include digital units of exchange that (i) have a centralized repository or administrator; (ii) are decentralized and have no centralized repository or administrator; or (iii) may be created or obtained by computing or manufacturing effort. This definition shall not be construed to include digital units that are used (a) solely within online gaming platforms with no market or application outside such gaming platforms, or (b) exclusively as part of a consumer affinity or rewards program, and can be applied solely as payment for purchases with the issuer or other designated merchants, but cannot be converted into or redeemed for fiat currency. Cryptocurrency includes but is not limited to Bitcoin, Bitcoin Cash, Dash, LiteCoin, Ripple, ZCash, Ethereum, and similar blockchain-based tokens.

“Cryptocurrency Automated Teller Machine” or “Cryptocurrency ATM” shall mean any self-service kiosk, machine, or device installed in a publicly accessible location that enables users to buy, sell, exchange, or transfer cryptocurrency through the machine using cash, debit card, credit card, or other means of payment.

§ 8.40.030 **Prohibition.**

No person, business, or entity shall install, operate, maintain, or allow the installation, operation or maintenance of a Cryptocurrency ATM within the geographic boundaries of the City of Revere.

§ 8.40.040 Enforcement.

The provisions of this chapter shall be enforced by the Revere Police Department, the Department of Municipal Inspections, or any other authorized agent of the City. Any person or entity found to be in violation of this ordinance shall be subject to the penalties set forth in Chapter 1.12, Art. II and Chapter 1.16 of Revere Revised Ordinances.

SECTION 2. This ordinance shall take effect on the thirtieth day after its enactment.

RESULT: ORDERED TO PUBLIC HEARING - CC Next: 4/27/2026 6:00 PM

16 26-062 Motion presented by Councillor Cogliandro: That the Mayor request the Chief of Police to enforce parking regulations on Library Street and surrounding streets on Sundays between 12:00 PM and 2:00 PM to address illegal parking.

RESULT: ORDERED - VOICE VOTE

17 26-063 Motion presented by Councillor Cogliandro: That the Mayor request RevereTV to submit a cost estimate for televising Site Plan Review meetings and uploading to YouTube as part of its regular meeting coverage.

RESULT: ORDERED - VOICE VOTE

18 26-064 Motion presented by Councillor Kelley: That the Revere City Council take a vote on whether to authorize and direct the City Council, on behalf of the City of Revere, to send a formal letter to the Massachusetts State Legislature, including members of the General Court, the Office of the State Auditor, and other appropriate state officials, expressing the City’s support for the implementation of an audit of the Massachusetts Legislature as approved by the voters; and that, upon approval of this motion, the City Clerk be authorized to prepare and transmit said letter on behalf of the City Council. Basis for this motion: At the November 2024 State Election, the voters of the Commonwealth of Massachusetts approved a ballot question authorizing the State Auditor to conduct an audit of the Massachusetts Legislature; the voters of the City of Revere similarly expressed their support for said ballot question; and it is fundamental to a representative democracy that the will of the voters be respected and implemented in good faith.

Minutes Acceptance: Minutes of Mar 23, 2026 6:00 PM (Salute to the Flag)

The City Council considered a motion to send a formal letter to state officials supporting an audit of the Massachusetts Legislature, as approved by voters. The motion was presented as a way to reflect the will of Revere voters, who strongly supported the ballot question.

Several Councillors opposed the motion, citing concerns that it falls outside municipal jurisdiction, is currently subject to litigation, and may be unnecessary or purely symbolic. Others acknowledged the limited impact of such a letter but emphasized the importance of recognizing and supporting the expressed will of voters.

RESULT:	DEFEATED - ROLL CALL [2 TO 8]
AYES:	Kelley, Zambuto
NAYS:	Argenzio, Cogliandro, Giannino, Guarino-Sawaya, Haas, McKenna, Mercurio, Novoselsky
ABSTAIN:	Silvestri

- 19 26-065 Motion presented by Councillor Kelley: That the Revere City Council award a Certificate of Merit to Brooke DiNuccio in recognition of her calm, quick thinking, and heroic actions during a recent medical emergency involving her grandfather, where she was able to control severe bleeding following a post-surgical complication until emergency personnel arrived.

RESULT:	ORDERED - VOICE VOTE
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Adjournment

The City Council stands adjourned to meet on April 13, 2026.

Ordered adjourned at 7:20 PM.

Attest:

City Clerk

Minutes Acceptance: Minutes of Mar 23, 2026 6:00 PM (Salute to the Flag)

**City of Revere, MA
Public Hearing Notice**

Notice is hereby given, in accordance with the provisions of Section 5 of Chapter 40A of the Massachusetts General Laws and Title 17, Chapter 17.56, Sections 17.56.010 – 17.56.030 of the Revised Ordinances of the City of Revere, that (a) the Revere City Council will conduct a public hearing on Monday, February 23, 2026 at 6:00PM in the City Councillor Joseph A. DelGrosso City Council Chamber of Revere City Hall, 281 Broadway, Revere, Massachusetts 02151, and (b) the Revere Planning Board will conduct a public hearing on Tuesday, February 24, 2026 at 5:30PM in the City Councillor Joseph A. DelGrosso City Council Chamber of Revere City Hall, 281 Broadway, Revere, Massachusetts 02151, relative to the following proposed amendment to the Revised Ordinances of the City of Revere:

A Zoning Ordinance Further Amending Title 17 of the Revised Ordinances of the City of Revere Relative to Special Permits

Be it ordained by the City of Revere as follows:

Section 1. Section 17.16.040 Generally – Table of Uses, NB District of the Revised Ordinances of the City of Revere is hereby amended by changing the following uses from “yes” to “sp”: dwelling, two-family; dwelling, apartment; dwelling, townhouse; and dwelling, duplex.

Section 2. Section 17.16.040 Generally – Table of Uses, GB District of the Revised Ordinances of the City of Revere is hereby amended by changing the following uses from “yes” to “sp”: dwelling, two-family; dwelling, apartment; dwelling, townhouse; and dwelling, duplex.

Section 3. Section 17.16.040 Generally – Table of Uses of the Revised Ordinances of the City of Revere is hereby amended by changing dwelling, apartment from “yes” to “sp” in the RC, RC1, RC2, and RC3 zoning districts.

Section 4. Section 17.16.060 Townhouses in RB, RB1, CB, and LI Districts is hereby amended by deleting “RC, RC1, RC2, RC3, NB and GB” and inserting in place thereof, “RC, RC1, RC2, and RC3”.

Section 5. Section 17.16.060 Townhouses in RB, RB1, CB, and LI Districts is hereby amended by deleting “RB, RB1, CB and LI ” and inserting in place thereof, “RB, RB1, CB, LI, NB and GB”.

Section 6. Section 17.40.030(A) Modification of nonconforming structures of the Revere Revised Ordinances is hereby amended by deleting, “(excluding single and two-family residential structures)”

Section 7. Section 17.40.040 Modification of nonconforming single and two-family residential structures of the Revere Revised Ordinances is hereby deleted in its entirety.

A copy of the aforementioned zoning ordinance (**CZ-26-01**) 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. If unable to attend the public hearing, proponent/opponent testimony will be accepted in writing to amelnik@revere.org on or before February 18, 2026.

Attest:
Ashley E. Melnik
City Clerk

Attest:
Megan Simmons-Herling
Planning Board, Chair

Revere Journal
Send invoice to: amelnik@revere.org
02/04/2026
02/11/2026

City of Revere

Department of Planning & Community Development

Tom Skwierawski -- *Chief of Planning & Community Development*
281 Broadway, Revere, MA 02151 | (781) 286 - 8181



Patrick M. Keefe Jr.
Mayor

4.b

TO: Honorable City Council
FROM: Revere Planning Board *FS*
RE: Proposed Zoning Ordinance Amendments
DATE: March 4, 2026

Please be advised that following a public hearing held on March 3, 2026, the Planning Board voted unanimously to unfavorably recommend the adoption of a proposed zoning ordinance amendment to change residential uses by as of right to special permit within the NB, GB, RC, RC1, RC2, and RC3 Districts and require the modifications of nonconforming single and two family dwellings by special permit of the City Council rather than the ZBA.

Attachment: Zoning Ordinance Amendment RE Special Permits. Planning Board Recommendation (26-032 : Zoning Ordinance - Special Permits for



D'Ambrosio LLP
COUNSELORS AT LAW

185 Devonshire Street, 2nd Floor
Boston, Massachusetts 02110
T: (617) 720-5657
F: (617) 723-4967
www.dambrosiollp.com

April 9, 2026

Via Electronic and Hand Delivery
Councillor Marc Silvestri, Chairman
City Council Zoning Subcommittee
Revere City Hall
281 Broadway
Revere, MA 02151

Re: City Council Special Permit Application C-26-017
Applicant: Mr. Ardit Kraja
Project Address: Elmwood Street (PID: 18-322-11)

Dear Chairman Silvestri:

As you know, I represent Mr. Ardit Kraja relative to the above-captioned matter.

Enclosed please find updated plans for Mr. Kraja's proposed development on Elmwood Street. Based on discussions and feedback of City Councillors and neighbors, the development has been converted from a three-story, two-family residence to a two-story, single-family residence. This new single-family structure is over twenty percent (20%) smaller than the previously proposed two-family structure and features increased setbacks to neighbors. Specifically, the side yard setback to the abutter at 47 Elmwood Street and the rear yard setback have been increased, with an overall usable open space increase of over forty percent (40%). Additionally, the building height has been reduced from thirty-five feet (35 ft) to approximately twenty-six feet (26 ft), so as to better align with the heights of neighboring properties. Overall, the updated plans for a smaller, single-family structure provide increased distance to neighbors and a marked improvement in open space. The proposed single-family residence will greatly enhance the property, now containing a dilapidated commercial garage, and better comport with the residential character of the surrounding neighborhood.

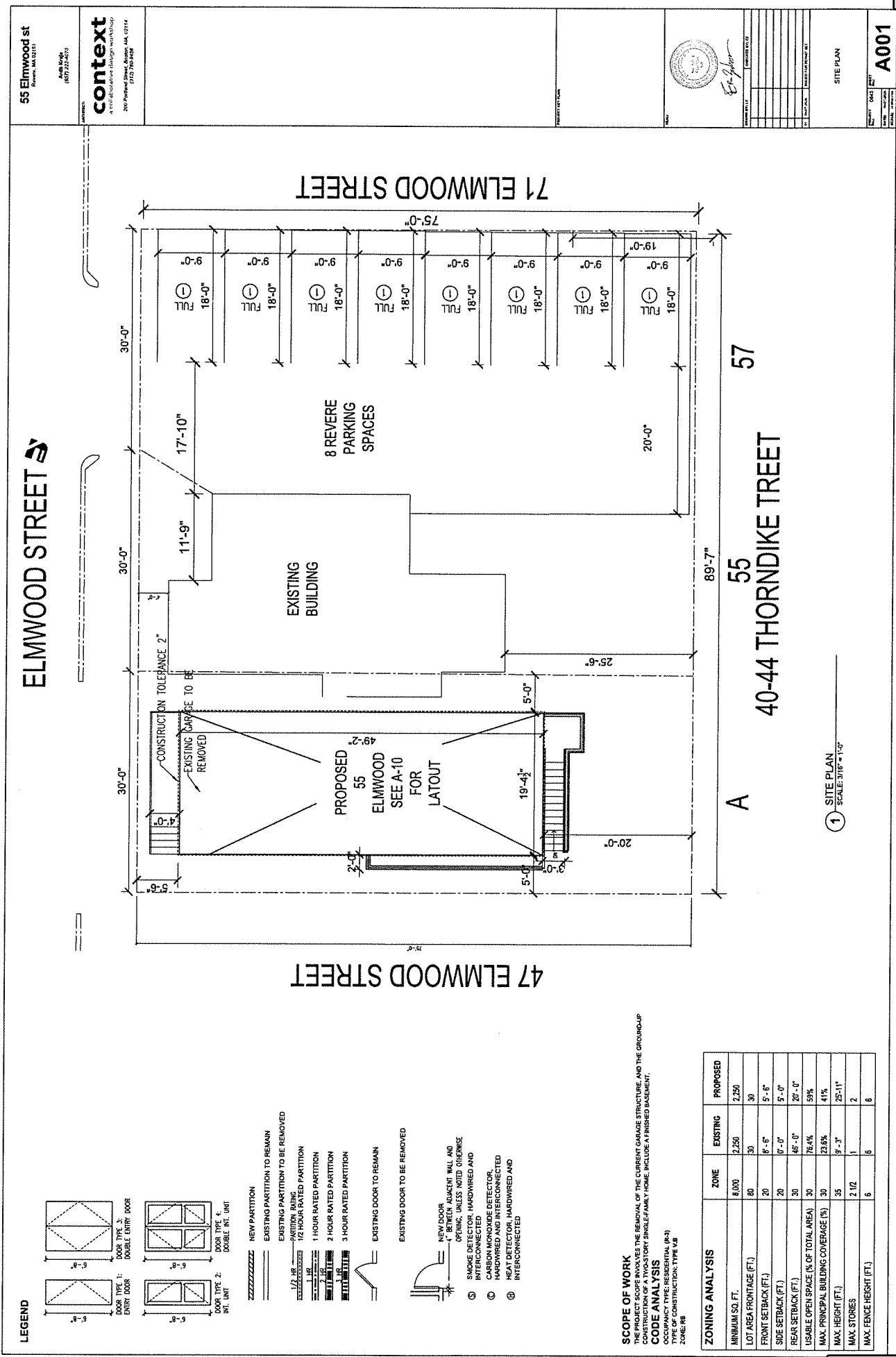
Please feel free to contact me if you have any questions. Thank you in advance for your time and attention to this matter.

Very truly yours,

Nancy O'Neil

CC: Ashley Melnik, Revere City Clerk

Attachment: Elmwood_Plan Supplement Letter_4.9.26_Scanned (26-017 : Special Permit C-26-03, Elmwood Street)



55 Elmwood st
 Somerville, MA 02151
 context
 a collaborative design workshop
 200 Pearl Street, Boston, MA 02114
 (617) 552-6670

PROJECT NO. 2018-001
 DATE 01/11/18
 DRAWN BY [Signature]
 CHECKED BY [Signature]
 SCALE 3/16" = 1'-0"

SITE PLAN
 A001

ELMWOOD STREET

47 ELMWOOD STREET

71 ELMWOOD STREET

57
 55
 40-44 THORNDIKE TREE
 A

1 SITE PLAN
 SCALE: 3/16" = 1'-0"

LEGEND

- DOOR TYPE 1: ENTRY DOOR
- DOOR TYPE 2: DOUBLE ENTRY DOOR
- DOOR TYPE 3: DOUBLE ENTRY DOOR
- DOOR TYPE 4: DOUBLE INT. UNIT
- DOOR TYPE 5: DOUBLE INT. UNIT
- NEW PARTITION
- EXISTING PARTITION TO REMAIN
- EXISTING PARTITION TO BE REMOVED
- 1/2 HOUR RATED PARTITION
- 1 HOUR RATED PARTITION
- 2 HOUR RATED PARTITION
- 3 HOUR RATED PARTITION
- EXISTING DOOR TO REMAIN
- EXISTING DOOR TO BE REMOVED
- NEW DOOR
- SMOKE DETECTOR, HARDWIRED AND INTERCONNECTED
- CARBON MONOXIDE DETECTOR, HARDWIRED AND INTERCONNECTED
- HEAT DETECTOR, HARDWIRED AND INTERCONNECTED

SCOPE OF WORK
 THE PROJECT SCOPE INVOLVES THE REMOVAL OF THE CURRENT GARAGE STRUCTURE AND THE GROUND-UP CONSTRUCTION OF A TWO-STORY SINGLE-FAMILY HOME, INCLUDE A FINISHED BASEMENT.

CODE ANALYSIS
 TYPE OF CONSTRUCTION: TYPE III, B
 ZONE: R8

ZONING ANALYSIS	ZONE	EXISTING	PROPOSED
MINIMUM SQ. FT.	6,000	2,250	2,250
LOT AREA FRONTAGE (FT.)	80	30	30
FRONT SETBACK (FT.)	20	8'-6"	5'-6"
SIDE SETBACK (FT.)	20	0'-0"	5'-0"
REAR SETBACK (FT.)	30	46'-0"	20'-0"
USABLE OPEN SPACE (% OF TOTAL AREA)	30	76.4%	69%
MAX. PRINCIPAL BUILDING COVERAGE (%)	30	23.6%	41%
MAX. HEIGHT (FT.)	35	9'-3"	25'-11"
MAX. STORES	2 1/2	1	2
MAX. FENCE HEIGHT (FT.)	6	5	6

55 Elmwood st
 Norwalk, MA 01551

Arch: K&P
 (407) 222-4070

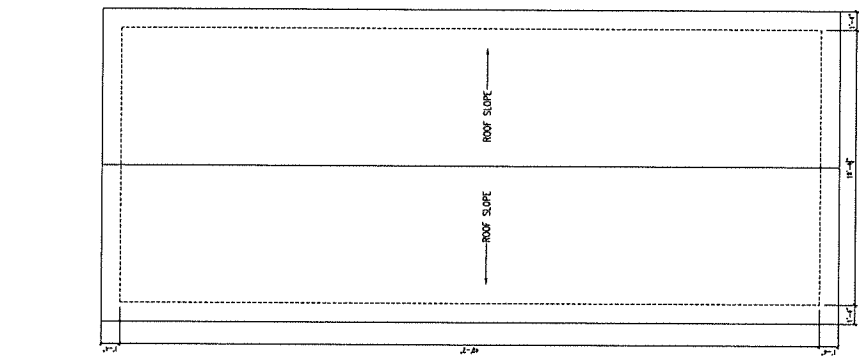
context
 a Collaborative Design Workshop
 2007 Pawtucket Street, Pawtucket, MA 02864
 (401) 736-9459



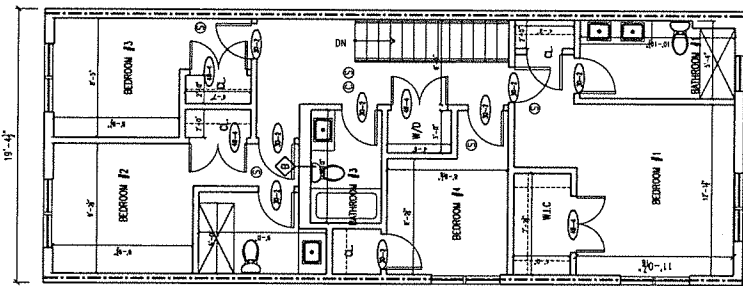
PROJECT NO.	
DATE	
SCALE	
BY	
CHECKED BY	
DATE	
PROJECT NO.	
DATE	
SCALE	
BY	
CHECKED BY	
DATE	

PROPOSED PLANS

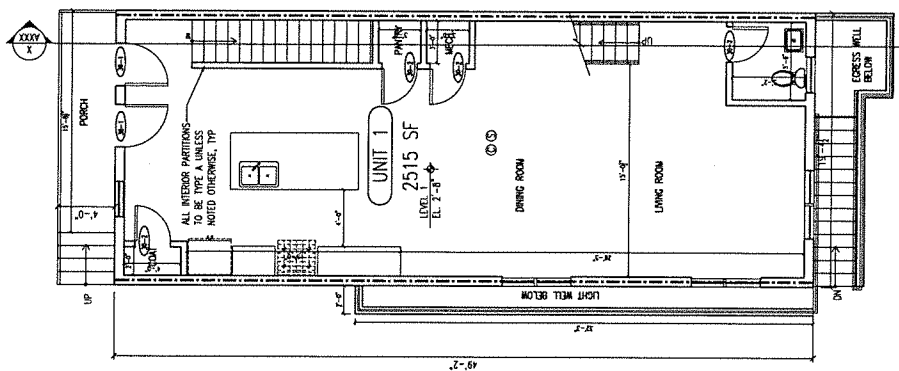
A010



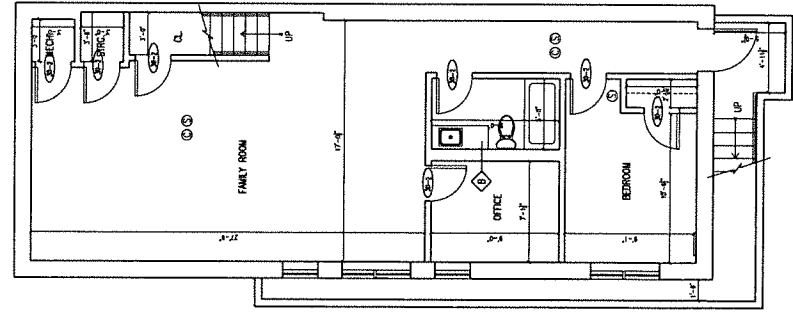
R ROOF PLAN
 SCALE: 1/4" = 1'-0"



2 PROPOSED LEVEL 2 PLAN
 SCALE: 1/4" = 1'-0"



1 PROPOSED LEVEL 1 PLAN
 SCALE: 1/4" = 1'-0"



B PROPOSED BASEMENT PLAN
 SCALE: 1/4" = 1'-0"

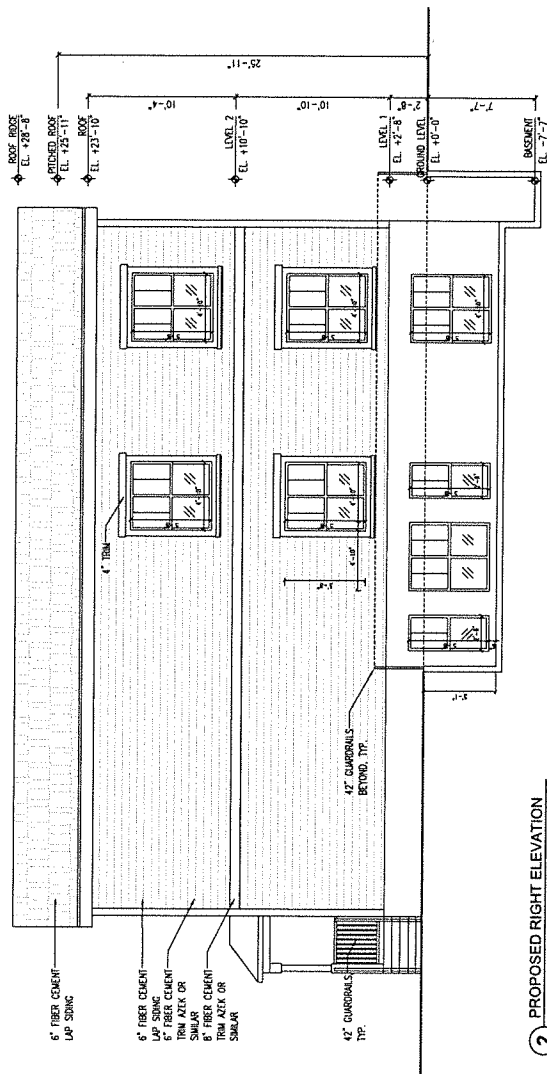
55 Elmwood st
 02037-1001
 4100
 603-730-0010

context
 A CONSULTING ARCHITECTURE FIRM
 250 PARK STREET, SUITE 200
 BOSTON, MA 02114
 (617) 730-0010

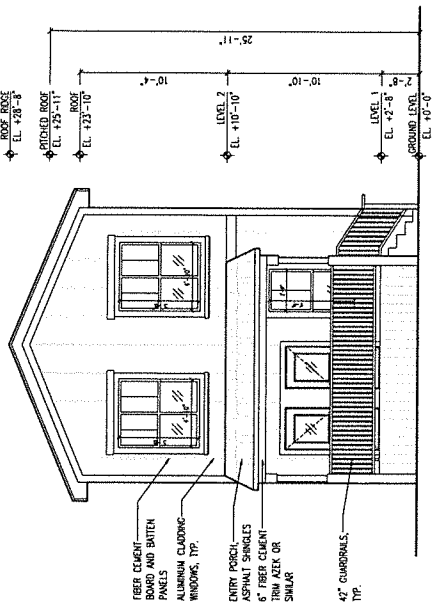


PROPOSED ELEVATIONS

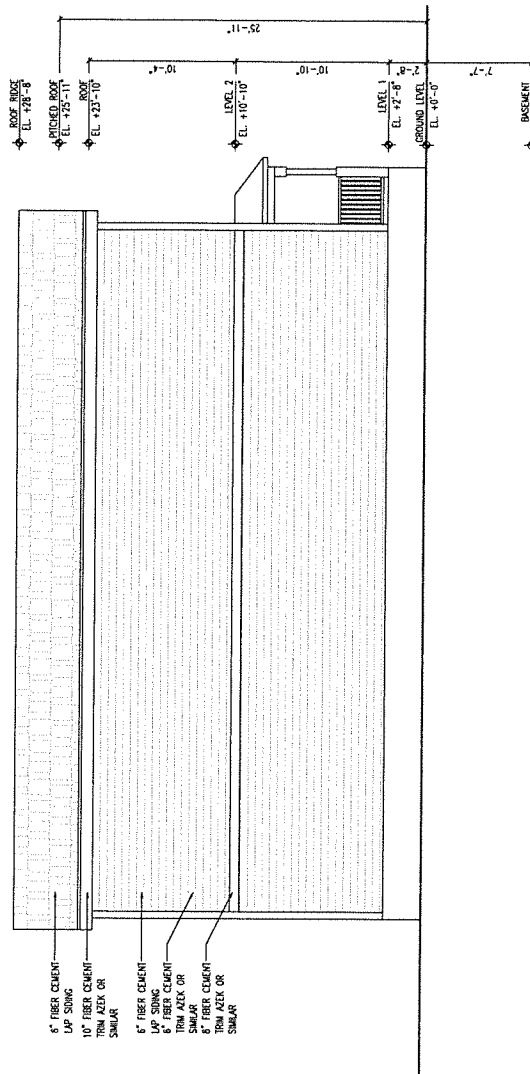
A020



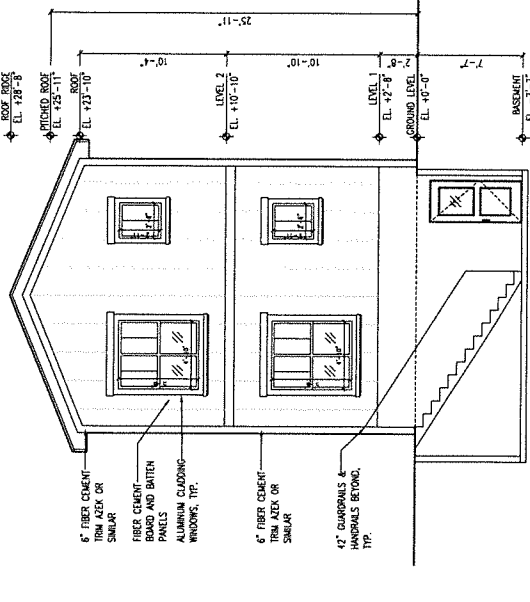
2 PROPOSED RIGHT ELEVATION
 SCALE: 1/4" = 1'-0"



1 PROPOSED ELMWOOD ST. ELEVATION
 SCALE: 1/4" = 1'-0"



4 PROPOSED LEFT ELEVATION
 SCALE: 1/4" = 1'-0"



3 PROPOSED REAR ELEVATION
 SCALE: 1/4" = 1'-0"

From: fstringi@revere.org
Sent: 04/01/2026 - 02:44 PM
To: qosullivan@dambrosiollp.com,amelnik@revere.org,lcavagnaro@revere.org
CC:
Subject: Application Review Comments

CITY OF REVERE APPLICATION REVIEW

City of Revere Site Plan Review Review Comments

From: Frank Stringi
Date: April 01, 2026
Application #: SPR25-000193
Address: ELMWOOD ST
Description: New Single Family
Review Status: Denied

Thank you for your recent permit application for New Two-Family. I have completed my initial review and my comments are listed below, you can view marked up plans on our [CLICK HERE TO VIEW YOUR APPLICATION](#). Please note that you may receive additional comments from other city departments as your application is reviewed. You can follow the progress of your application by clicking on the link to the online portal above and signing into your account.

Reviewer: Frank Stringi, Community Development, Denied

1. This plan has been denied for the following reasons: In accordance with Section 17.40.030 (A) (B), a nonconforming structure cannot be reconstructed, extended or altered to provide for a substantially different purpose (garage to single family dwelling) without a special permit from the City Council.

NOTE: If your application is marked "Resubmittal Required", you do not need to submit a new application. Log back into your account and edit either your Registration or Permit as requested in the comments.

Please do not reply to this automated email. All resubmittals should be done using our online portal at www.citizenserve.com/revere re-review. Furnishing the above requested information will help expedite the approval of your application.



Attachment: Elmwood_Updated SPR Letter_4.1.26 (26-017 : Special Permit C-26-03, Elmwood Street)

??

Attachment: Elmwood_Updated SPR Letter_4.1.26 (26-017 : Special Permit C-26-03, Elmwood Street)

C-26-04
 Also see
 A-26-04

PUBLIC HEARING NOTICE

Notice is hereby given in accordance with the provisions of Chapter 40A of the Massachusetts General Laws and Section 17.16.060 of the Revised Ordinances of the City of Revere that the Revere City Council will conduct a public hearing on Monday evening, February 23, 2026 at 6:00 P.M. in the City Councillor Joseph A. DelGrosso City Council Chamber, Revere City Hall, 281 Broadway, Revere, MA 02151 on the application of Mario Zepaj; 791 Broadway, Revere, MA 02151 requesting a special permit from the Revere City Council to enable the appellant to construct two townhouse dwellings at 661 Washington Avenue, Revere, MA 02151. Townhouses may be allowed in the RB District by special permit.

A copy of the aforementioned application (**C-26-04**) 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 to 12:15PM. If unable to attend the public hearing, proponent/opponent testimony will be accepted in writing to amelnik@revere.org on or before February 18, 2026.

Attest:

Ashley E. Melnik
 City Clerk

Revere Journal
 Check attached #154
 02/04/2026
 02/11/2026

Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)

FORM B

APPLICATION NO. C-26-04
DATE: 12/29/26

**City of Revere, Massachusetts
Revere City Council
Application For
Special Permit or PUD**

All parts of this application and the attached documents shall be completed and submitted under the pains and penalties of perjury. Incomplete filings may be rejected.

The applicant must be prepared to present data that tends to indicate that the public convenience and welfare will be substantially served by granting the exception or permission requested. That the exception or permission requested will not tend to impair the status of the neighborhood; that the exception or permission requested will be in harmony with the general purposes and intent of the Revised Ordinances of the City of Revere.

I hereby request a hearing before the Revere City Council for the following:

- A. Application for Special Permit (Revised Ordinances of the City of Revere), Title 17, Chapter 17.16, Section 17.16.060.
- B. Application for Special Permit for Alteration and Extension of Nonconforming Uses (Revised Ordinances of the City of Revere), Title 17, Chapter 17.40, Section 17.40.020.
- C. Application for Planned Unit Development Title 17, Chapter 17.20, Section 17.20.010, 17.20.200 (Revised Ordinances of the City of Revere),

1. Applicant submitting this application is:

Name: MARIO ZEPAJ

Address: 791 BROADWAY REVERE MA 02151

Tel. #: 978-869-6363

Email: MARIOZEPAJ@GMAIL.COM

2. Applicant is: Tenant Licensee Prospective Purchaser

Owner Other (Describe)

OFFICE OF THE CLERK
CITY OF REVERE
2026 DEC 29 AM 11:11
REVERE, MASSACHUSETTS

Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)

3. The following person is hereby designated to represent the applicant in matters arising hereunder:

Name: MARIO ZEPAJ

Title: OWNER

Address: 791 BROADWAY REVERE MA 02151

Tel. #: 978-869-6363

Email: MARIO ZEPAJ @ GMAIL.COM

4. The land for which this application is submitted is owned by:

Name: ZEPAJ DEVELOPMENT LLC

Address: 661 WASHINGTON AVENUE-REVERE MA 02151

Tel. #: 781-629-6363

5. The land described in this application is recorded in Suffolk County Registry of _____,

Book _____, Page _____. Certificate # (if registered) _____,

Book _____, Page _____.

6. Plans describing and defining the Exception to Use Regulations In Certain Districts, the Special Permit or Special Permit For Alteration and Extension of Nonconforming Uses are included herewith and made a part hereof and are titled and dated:

Lot # _____ Sq. Ft. _____

7. A map describing the land uses of adjacent and nearby properties is included and made a part of this application.

8. A locus map (8 1/2" x 11") copy of City of Revere or USGS topographic sheet with site marked for which permit is requested is included and made a part of this application.

9A. Is the site of this application subject to the Wetland Protection Act (M.G.L., Chapter 131, Sec. 40A or Chapter 130, Sec. 105)?

yes

no

do not know

9B. Is the location of the site of this application within 100 feet of:

_____ a coastal beach; _____ salt marsh; _____ land under the ocean;

_____ do not know; _____ no.

Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)

10. Describe the property for which this application is being submitted (including dimensions of land, existing buildings, if any, availability of utilities, sewer, water, etc.):

The total square footage of the land is 9,410 sq ft, with a half moon shaped lot. The lot has an existing two family home. The lot is located at the corner of Washington Ave and Park ave. The lot and structure are serviced by all required utilities. All utilities will be upgraded.

11. What is the nature of the exception or special permit requested in this application?


The applicant seeks to build 2 townhouses, with 2 units in each townhouse.

Date of denial by Building Inspector and/or Planning Board

_____.


Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)

I hereby certify under the pains and penalties of perjury that the foregoing information contained in this application is true and complete.



Signature of Applicant

12/29/25
Date



Signature of Owner

12/24/25
Date



Signature of Designated Representative

12/29/25
Date

Received from above applicant, the sum of \$ _____ to apply against administrative and nailing costs.

Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)

**General Disclosure of Constituent Information
Relative to Applications Submitted to the Revere City Council
For Authorizations, Pernits, Special Pernits, Licenses, Variances, Orders of Conditions, Approvals,
Modifications and Anendments Which are Subject of Proceedings Before the Revere City Council**

1. Name and residential address of party submitting application:

Name: ZEPAJ DEVELOPMENT LLC

Address: 661 WASHINGTON AVE REVERE MA 02151

2. Name and residential address of each landowner on whose property subject matter will be exercised:
(Attach additional pages, if necessary.)

Name: _____

Address: _____

3. If the party is a partnership, state the name and residential address of all partners within sixty (60) days of this application:

Partner's Name: _____

Address: _____

4. Name and residential address of each party to whom subject authorization will be issued:

Name: _____

Address: _____

5. If the party is a trust, provide the name and residential address of each trustee and beneficiary within sixty (60) days of this application:

Trustee's Name: _____

Address: _____

The trust documents are on file at _____ and will be delivered upon request.

5. If the party is a joint venture, state the name and residential address of each person, firm or company that is party to the joint venture within sixty (60) days of the filing of this application.

Joint Venture Name: _____

Address: _____

A copy of the Joint Venture agreement is on file at _____ and will be delivered upon request.

Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)

7. If the party is a corporation, provide the name and residential address of each officer, director and shareholder owning more than 50% of the interest in the Corporation within sixty (60) days of the date of this application:

Officer's Name: _____

Address: _____

Director's Name: _____

Address: _____

Shareholder's Name: _____

(50% or more)

Address: _____

8. If the party is a General Partnership, provide the name and residential address of each partner in the partnership within sixty (60) days of the date of this application.

General Partner's Name: _____

Address: _____

9. If the party is a Limited Partnership, provide the name and residential address of each General Partner of the Limited Partnership within sixty (60) days from the date of this application.

General Partner's Name
of Limited Partnership: _____

Address: _____

10. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by Mass. General Law, Chapter 110, Section 5, is on file:

The foregoing information is provided under the Pains and Penalty of Perjury.
Signature of each party and landowner:

Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)

Request for Finding of Fact – Special Permit

Now comes the applicant _____
 who has applied to this Honorable City Council for a special permit for property located at _____
 _____ and asks that said Council make the following findings of fact:

1. That the proposed use would be in harmony with the general purpose and intent of the Zoning Ordinance for the following reasons:
 - (a) The property is zoned RB and townhouses are allowed by right.
 - (b) There are many townhouses in the area and throughout the RB zone
 - (c) Traffic and parking will not be negatively effected.

2. That the specific site is an appropriate location for such use for the following reasons:
 - (a) The RB zone allow for Townhouse use
 - (b) The lot is 9,410 sf, which is very well sized for this use
 - (c)

3. That the specific site has adequate public sewer and water facilities and water systems for the following reasons:
 - (a) The new towhouse will have all new upgraded utilities
 - (b) New water and sewer line will be done, as well as drainage upgrades.
 - (c)

4. That the use as developed will not adversely affect the neighborhood, for the following reasons:
 - (a) The use proposed is allowed by right in the RB zone
 - (b) The lot size is big enough to support such use
 - (c) There will be 2 parking spots per unit

Page 2
Finding of Fact Form

5. That there will not be a nuisance or serious hazard to vehicles or pedestrians using _____ for the following reasons:

(streets)

- (a) The proposed use will not result in any measurable traffic increase
- (b) The proposed use will be well setback from surrounding houses.
- (c)

6. That adequate and appropriate facilities will be provided for the proper use, for the following reasons:

- (a) All new work will be done up to the new 2021 Building Code
- (b)
- (c)

Date: 12/29/25

Respectfully submitted by: _____

Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)

CERTIFICATION

Pursuant to M.G.L. Chapter 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

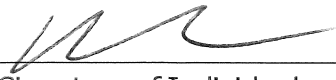


Signature of Individual or
Corporate Name

by: _____
Corporate Officer (if applicable)

CERTIFICATION

Pursuant to M.G.L. Chapter 40, Section 57(a), and Title 3, Chapter 3.04, Section 3.04.020 of the Revised Ordinances of the City of Revere, Massachusetts, I hereby certify, under penalties of perjury, that I have paid all City of Revere real estate taxes, water and sewer assessments and any other municipal charges required under law.



Signature of Individual or
Corporate Name

by: _____
Corporate Officer (if applicable)

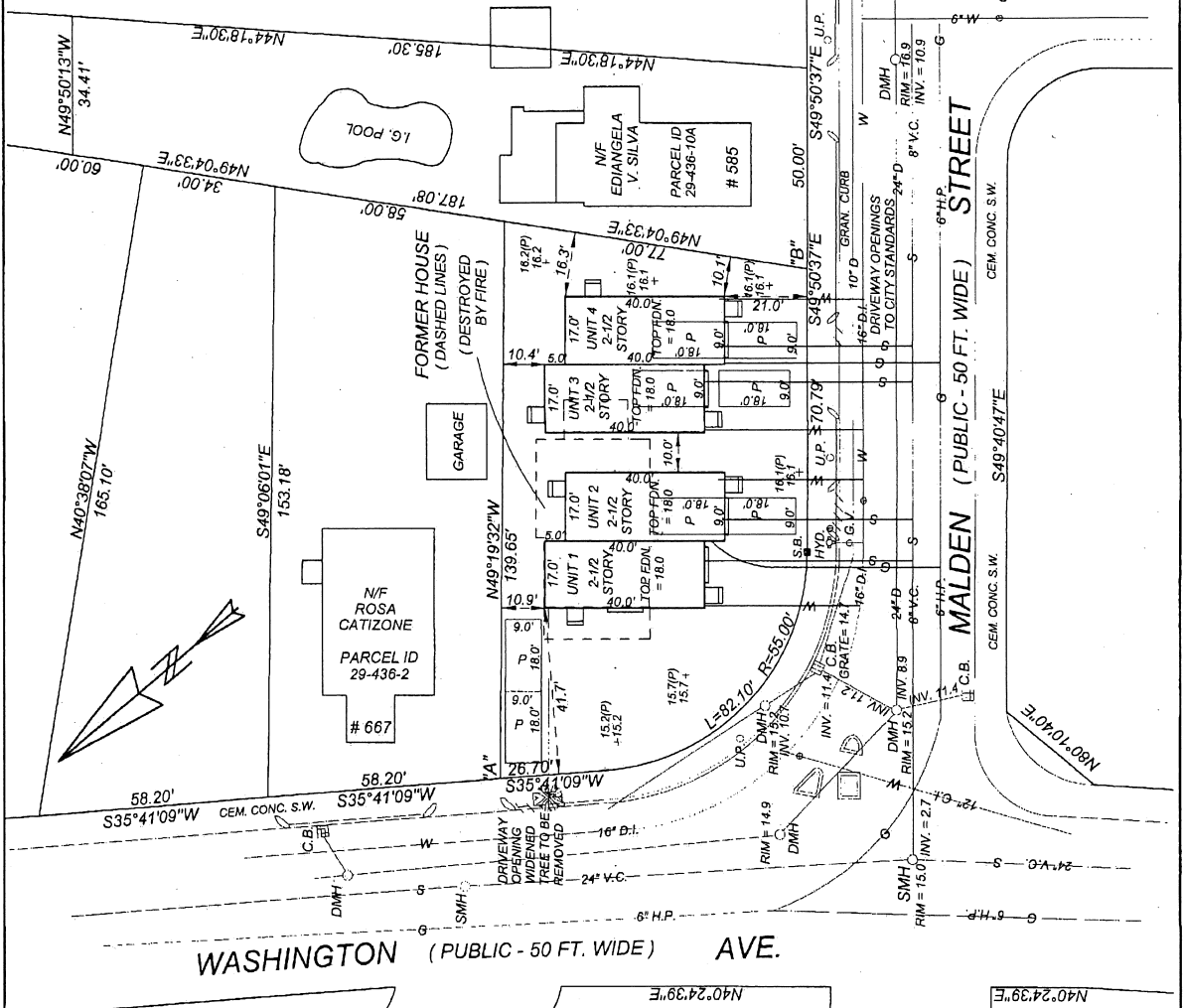
Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)



JOHN J. RUSSELL, P.L.S.
685 SUMMER AVE.
READING, MA

NOTES:

1. ALL UTILITY INSTALLATIONS SHALL BE WITNESSED AND APPROVED BY CITY DPW OR ENGR. DEPT.
2. SEWER SERVICE LINE CONNECTION TO BE INSTALLED AS DIRECTED BY CITY. IF SEWER MAIN HAS BEEN LINED IT SHALL BE WITH AN INSERTA - TEE OR AS DIRECTED BY CITY.
3. SEWER AND WATER SERVICES TO HAVE A MINIMUM 10' SEPARATION.
4. CEM. CONCRETE SIDEWALK, GRANITE CURB AND GRANITE CURB CORNERS TO BE INSTALLED ALONG ENTIRE FRONT OF PROPERTY. 'D' STONES TO BE USED EXACT LIMITS DETERMINED BY CITY.
5. PROPOSED DRIVEWAY APRONS TO BE CONSTRUCTED TO CITY STANDARD AND TO BE REINF. CEMENT CONCRETE.
6. NON - METALLIC WARNING TAPE TO BE PROVIDED NO LESS THAN 2'4" ABOVE CROWN OF ALL UTILITY PIPES.
7. STORM WATER MANAGEMENT AND SEDIMENT & EROSION CONTROL MEASURES TO BE PROVIDED AS REQUIRED AND MUST BE APPROVED BY CITY ENGINEERING AND DPW SUPERINTENDENT.



REVERSE ZONING REGULATIONS
661 WASHINGTON AVENUE
UNIT 1, UNIT 2, UNIT 3 & UNIT 4
PARCEL I.D. 29 - 436 - 1

	REQUIRED	PROPOSED
CURRENT ZONE =	RB IN LD ZONE	RB IN LD ZONE
LOT AREA =	12,000 S.F.	9,410 S.F.
LOT FRONTAGE =	80 FT.	77.45 FT.
FRONT YARD =	30 FT.	41.7 FT.
SIDE YARD =	10 FT. & 10 FT.	10.4 FT. & 21.0 FT.
REAR YARD =	20 FT.	10.1 FT.
USABLE OPEN SPACE =	30%	28.9%
PRINC. BLDG. COVERAGE =	35 FT.	30 FT.
HEIGHT =	2.5	2.5
MAX. STORIES =	2.5	2.5
REC'D. NUMBER SPACES =	8	8
MAX. DRIVEWAY SLOPE =	8%	< 5%
FRONT YARD LANDSCAPING =	40%	60%

PROPERTY NOT IN A F.E.M.A. DESIGNATED FLOOD HAZARD AREA.

ELEVATION
BENCH MARK = S.M.H. RIM = 17.0 NAVD88

PROPERTY CORNER "A" = 42-25-37.40 N
COORDINATES 71-01-20.50 W
DATUM - WGS84 "B" = 42-25-37.30 N
71-01-19.50 W

- LEGEND:**
- EXISTING GROUND ELEVATION + 16.2 (P)
 - PROPOSED GROUND ELEVATION W (16" D.I.)
 - EXISTING WATER MAIN S (VARIES)
 - EXISTING SEWER MAIN D (VARIES)
 - EXISTING DRAIN MAIN G (VARIES)
 - EXISTING GAS MAIN
 - EXISTING CATCH BASIN
 - EXISTING UTILITY POLE
 - EXISTING BOUND
 - PROPOSED WATER SERVICE 1" COPPER
 - PROPOSED SEWER SERVICE 6" SDR 35
- CONTRACTOR TO VERIFY LOCATION, SIZE AND MATERIAL OF ALL UTILITIES.

PROPOSED SITE PLAN
FOR
FOUR UNIT TOWNHOUSE
661 WASHINGTON AVENUE
UNIT 1, UNIT 2, UNIT 3 & UNIT 4
REVERE, MA

PARCEL I.D. 29 - 436 - 1
SCALE: 1" = 30'
DECEMBER 4, 2025
REV. 12-18-2025
REV. 12-23-2025

30 15 0 30 60
SHEET 1 OF 3

Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)

Ashley Melnik

From: fstringi@revere.org
Sent: Tuesday, December 23, 2025 3:17 PM
To: MARIOZPAJ@GMAIL.COM; Ashley Melnik; Louis Cavagnaro
Subject: Application Review Comments

CITY OF REVERE APPLICATION REVIEW

City of Revere Site Plan Review Review Comments

From: Frank Stringi
Date: December 23, 2025
Application #: SPR25-000232
Address: 661 WASHINGTON AVE
Description: Build new townhouses
Review Status: Denied

Thank you for your recent permit application for Build new townhouses. I have completed my initial review and my comments are listed below, you can view marked up plans on our [CLICK HERE TO VIEW YOUR APPLICATION](#). Please note that you may receive additional comments from other city departments as your application is reviewed. You can follow the progress of your application by clicking on the link to the online portal above and signing into your account.

Reviewer: Frank Stringi, Community Development, Denied

1. This plan has been denied for the following reasons: 1) Noncompliance with Section 17.16.060 (A) with respect to minimum lot area requirement of 10,000 s.f. and 1 unit/3,000 s.f of lot area for townhouses in the RB District; 2) Noncompliance with Section 17.16.060 with respect to minimum rear yard setback requirement of 20 feet for townhouses in the RB District. Without meeting this minimum criteria the applicant cannot apply for a special permit to the City Council for townhouses within the RB District. In addition, the site plan is denied for the following reasons: 1) Noncompliance with Section 17.24.070 (E) with respect to no driveway shall be allowed within 20 feet of the point of curvature of an intersection.

NOTE: If your application is marked "Resubmittal Required", you do not need to submit a new application.

Log back into your account and edit either your Registration or Permit as requested in the comments.

Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)



City of Revere

paid

BOARD OF ASSESSORS
Dana E. Brangiforte
John J. Verrengia
Mathew M. McGrath

Patrick M. Keefe, Jr.
Mayor

Request for Abutters List

two
copies

Date: 12/29/2025

Property Location: 661 WASHINGTON AVENUE REVERE MA 02151

Map: _____ Block: _____ Parcel: _____ Unit: _____

Property Owner: ZEPAJ DEVELOPMENT LLC

Is request for special permit or variance? YES: NO: _____

If yes, then 300 Ft is required distance. If no, please indicate requested distance below:

Requested Distance: _____ FT

Fee: \$ 80.00

Please make check payable to **City of Revere**

Requester Information:

Name: MARIO ZEPAJ

Address: 791-BROADWAY REVERE MA 02151

Telephone: 978-869-6363

Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)

PROPERTY LOCATION
 Address: WASHINGTON AVE, REVERE
 Direction/Street/City: WASHINGTON AVE, REVERE

OWNERSHIP
 Owner 1: SERINO RICHARD T
 Owner 2: SERINO JEAN G
 Owner 3: SERINO JEAN G
 Street 1: 54 CARLSON AVE
 Street 2: UNIT 2
 Twn/City: REVERE
 S/Prov: MA
 Postal: 02151

PREVIOUS OWNER
 Owner 1:
 Owner 2:
 Street 1:
 Twn/City:
 S/Prov:
 Postal:

NARRATIVE DESCRIPTION
 This parcel contains .216 Acres of land mainly classified as TWO FAM with a TWO FAMILY Building built about 1900, having primarily VINYL Exterior and 3494 Square Feet, with 2 Units, 2 Baths, 0 3/4 Bath, 0 HalfBath, 11 Rooms, and 4 Bdrms.

OTHER ASSESSMENTS
 Code Description Amount Com. Int

IN PROCESS APPRAISAL SUMMARY

Use Code	Land Size	Building Value	Yard Items	Land Value	Total Value
104	0.216	550,100	300	314,800	865,200
Total Card	0.216	550,100	300	314,800	865,200
Total Parcel	0.216	550,100	300	314,800	865,200

Source: Market Adj Cost
 Total Value per SQ unit: 247.66
 Parcel: 247.66

PREVIOUS ASSESSMENT

Tax Yr	Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes
2026	104	NC	550,100	300	216	314,800	865,200	865,200	Year End Roll
2025	104	FV	499,800	300	216	299,800	799,900	799,900	Year End Roll
2025	104	NC	499,800	300	216	299,800	799,900	799,900	Year End Roll
2024	104	FV	504,800	300	216	283,200	788,300	788,300	Year End Roll
2024	104	NC	504,800	300	216	283,200	788,300	788,300	Year End Roll
2023	104	FV	483,200	300	216	236,500	720,000	720,000	Year End Roll
2023	104	NC	483,200	300	216	236,500	720,000	720,000	Year End Roll
2022	104	FV	433,500	300	216	224,900	658,700	658,700	Year End Roll

SALES INFORMATION

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif
UNKNOWN	19430-109		12/13/1993			No	No	

TAX DISTRICT

Parcel ID: 29-436-1

PAT ACCT.

13943

BUILDING PERMITS

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F. Descrp	Comment
8/21/1995	3248	Resident		C				RSF NEW BATH KIT W
11/21/1994	2530	Resident		1,100C				RSF POOL & DECK
8/13/1993	2056	Resident		C	8/17/1994			RSF ABOVE GROUND P

ACTIVITY INFORMATION

Date	Result	By	Name
11/6/2017	MEASURED	345	JAMES HALL
4/19/2007	MEAS & INSP	336	MATT MCGRATH
11/16/2004	Change - H	115	MC
12/10/2001	Change - H		DH

LAND SECTION (First 7 lines only)

Use Code	Description	LUC	No of Units	Depth / PctdUnits	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh Influ	Neigh Mod	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	%	Spec Land Code	Fact Use Value	Notes
104	TWO FAM		9410		SITE		1.0	0	9.45	3,545	1.00								314,827		0		314,800	

PROPERTY FACTORS

Item Code	Description	%	Item Code	Description
Z	water			
o	Sewer			
n	Electri			
	Exmpt			
Census:				
Flood Haz:				
D	Topo			
s	Street			
t	Gas			

USER DEFINED

Prior Id #	Date	Time
1	10/23/25	14:15:49
2		
3		

PRINT

Date	Time
12/18/2024	14:45:02
11/11/2024	
12/26/2023	
11/20/2023	
1/6/2023	
10/21/2022	
12/30/2021	

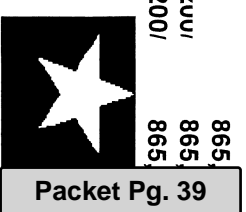
LAST REV

Date	Time
10/23/25	14:15:49

ASR Map: 29
Fact Dist:
Reval Dist:
Year:
LandReason:
BldReason:
CwldDistrict:
Ratio:

ASSESSED: 865,200 / 865
USE VALUE: 865,200 / 865
Parcel LUC: 104 TWO FAM
Prime NB Desc: 5
Total: 314,827
Spl Credit:
Total: 314,800

Parcel LUC: 104 TWO FAM
Prime NB Desc: 5
Total: 314,827
Spl Credit:
Total: 314,800

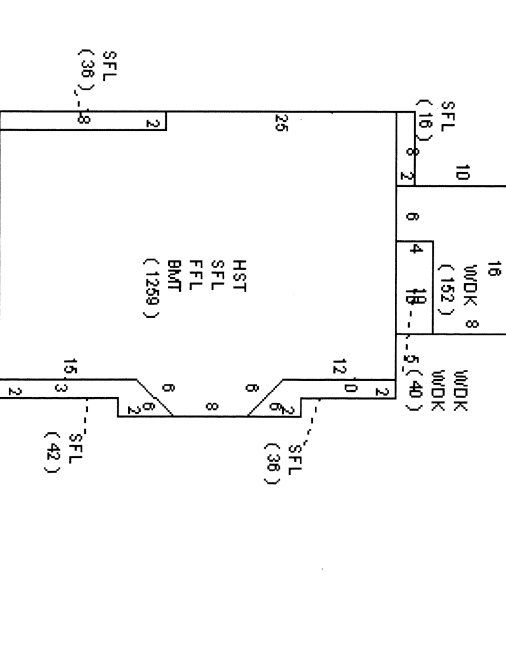


FOR 1

Year Bld:	1900	Eff Yr Bld:	
Alt LUC:		Alt %:	
Jurisdct:		Factr:	
Const Mod:		% Own:	
Lump Sum Adj:		Name:	

Full Bath:	2	Rating:	AVERAGE
A Bath:		Rating:	
3/4 Bath:		Rating:	
A 3QBth:		Rating:	
1/2 Bath:		Rating:	
A HBth:		Rating:	
Other/Fix:		Rating:	

1st Res Grid	Desc:	Line 1	# Units:	1
Level	FY LR DR D K FR RR BR FB HB L O			
Other				
Upper				
Lvl 2				
Lvl 1				
Lower				
Totals	RMS: 11	BRS: 4	Baths: 2	HB



GENERAL INFORMATION

Grade:	C - AVERAGE
Year Bld:	1900
Alt LUC:	
Jurisdct:	
Const Mod:	
Lump Sum Adj:	

INTERIOR INFORMATION

Avg Ht/Ft:	STD
Prim Int Wall:	2 - PLASTER
Sec Int Wall:	
Partition:	T - TYPICAL
Prim Floors:	4 - CARPET
Sec Floors:	
Bsmnt Fir:	12 - CONCRETE
Subfloor:	
Bsmnt Gar:	
Electric:	3 - TYPICAL
Insulation:	2 - TYPICAL
Int vs Ext:	S
Heat Fuel:	1 - OIL
Heat Type:	3 - FORCED H/W
# Heat Sys:	2
% Heated:	100
Solar HW:	NO
% Com Wal:	% Sprinkled

DEPRECIATION

Phys Cond:	AV - Average	32%
Functional:		
Economic:		
Special:		
Override:		
Total:		32%

REMODELING

Exterior:		No Unit	RMS	BRS	FL
Interior:		1	5	2	
Additions:		1	6	2	
Kitchen:					
Baths:					
Plumbing:					
Electric:					
Heating:					
General:		2	11	4	

RESIDENTIAL GRID

1st Res Grid	Desc:	Line 1	# Units:	1
Level	FY LR DR D K FR RR BR FB HB L O			
Other				
Upper				
Lvl 2				
Lvl 1				
Lower				
Totals	RMS: 11	BRS: 4	Baths: 2	HB

DEPRECIATION

Basic \$ / SQ:	225.00
Size Adj.:	0.84349507
Const Adj.:	0.98960400
Adj \$ / SQ:	187.813
Other Features:	92000
Grade Factor:	1.00
NBHD Inf:	1.00000000
NBHD Mod:	
LUC Factor:	1.00
Adj Total:	809032
Depreciation:	258890
Depreciated Total:	550142

COMPARABLE SALES

Rate	Parcel ID	Typ	Date	Sale Price

MOBILE HOME

Code	Description	A YIS	Qty	Size/Dim	Qual	Con	Year	Unit Price	D/S	Dep	LUC	Fact	NB/Fa	Appr Value	JCod/Jfact	Juris Value
2	SHED/FR	D	Y	1 8X10	A	AV	1995	8.50 T	60	104				300		300

PARCEL ID

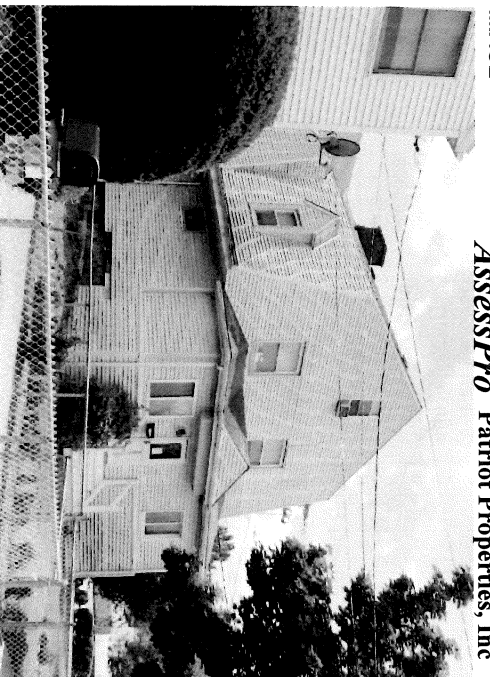
Parcel ID	29-436-1
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SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value
FFL	FIRST FLOOR	1,475	187.810	277,025
SFL	SECOND FLOOR	1,389	187.810	260,873
BMT	BASEMENT	1,259	46.950	59,114
HST	HALF STORY	630	187.810	118,229
WDK	WOOD DECK	232	7.720	1,792
Net Sketched Area:		4,985		
Gross Area		5614		
FinArea				3494
Total:				717,033

SUB AREA DETAIL

Sub	%	Descr	%	Qu #	Ten



AssessPro Patriot Properties, Inc

NORTHEAST EXPRES 23-344A-1
LUC: 920
COMMONWEALTH OF MASSACHUSETTS
100 NASHUA ST
BOSTON, MA 02114

588 MALDEN ST 29-430H-10
LUC: 104
URIBE PAULA A
588 MALDEN ST
REVERE, MA 02151

MALDEN ST 29-430H-11
LUC: 132
URIBE PAULA A
588 MALDEN ST
REVERE, MA 02151

7 LUCIA AVE 29-430H-12
LUC: 101
BORNSTEIN FAMILY REVOCABLE TRU OF 2022
BORNSTEIN HENRY J TRUSTEE
7 LUCIA AVE
REVERE, MA 02151

637 WASHINGTON AVE 29-430H-8
LUC: 104
DENNIS J GAUDET AND JACQUELINE GAUDET 2025 TRUST
GAUDET DENNIS J TRUSTEE
48 LANDING LN
UNIT 2
LACONIA, NH 03246
592 MALDEN ST 29-430H-9
LUC: 101
FIRST WASHINGTON 285 LLC
19 ALLENS TRAIL
GROTON, MA 01450

670 WASHINGTON REAR AVE 29-432A-1
LUC: 960
ROMAN CATH ARCHBISHOP OF BOSTO
670 WASHINGTON AVE
REVERE, MA 02151

670 WASHINGTON AVE 29-432B-1
LUC: 960
ROMAN CATH ARCHBISHOP OF BOSTO
670 WASHINGTON AVE
REVERE, MA 02151

MALDEN ST 29-432B-2
LUC: 960
ROMAN CATH ARCHBISHOP OF BOSTO
670 WASHINGTON AVE
REVERE, MA 02151

ST. MARY'S WAY 29-432B-44
LUC: 960
ROMAN CATH ARCHBISHOP OF BOSTO
670 WASHINGTON AVE
REVERE, MA 02151

19 GRISWOLD ST 29-432C-4
LUC: 104
MITCHELL JONATHAN A
MITCHELL THERESA G
19 GRISWOLD ST
REVERE, MA 02151

620 MALDEN ST 29-432C-53
LUC: 101
SKILLIN PHYLLIS M
620 MALDEN ST
REVERE, MA 02151

652 WASHINGTON AVE 29-432C-54
LUC: 104
TAMMARO ANTHONY C
TAMMARO LAUREN A
4 GREY LN
LYNNFIELD, MA 01940

640 WASHINGTON AVE 29-432C-55
LUC: 101
PIZARRO MAURICIO
640 WASHINGTON AVE
REVERE, MA 02151

WASHINGTON REAR AVE 29-432C-55A
LUC: 106
NGUYEN HUNG MAUH
PHAM LINH
624 MALDEN ST
REVERE, MA 02151

632 WASHINGTON AVE 29-432C-57
LUC: 104
SHEIKH BILAL
SHEIKH KASHIF
632 WASHINGTON AVE
REVERE, MA 02151

661 WASHINGTON AVE 29-436-1
LUC: 104
SERINO RICHARD T
SERINO JEAN G
54 CARLSON AVE
UNIT 2
REVERE, MA 02151

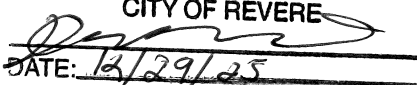
585 MALDEN ST 29-436-10A
LUC: 101
SILVA EDIANGELA V
585 MALDEN ST
REVERE, MA 02151

667 WASHINGTON AVE 29-436-2
LUC: 104
CATIZONE ROSA
667 WASHINGTON AVE
REVERE, MA 02151

673 WASHINGTON AVE 29-436-3
LUC: 104
DIRUZZA PHILIP E
CIULLA CHERYL
673 WASHINGTON AVE
REVERE, MA 02151

679 WASHINGTON AVE 29-436-4
LUC: 104
BLACKHAWK HOLDINGS REALTY TRUS
DELGRECO R S TRUSTEE
221 RESERVOIR AVE
Revere, MA 02151

NORTHEAST EXPRES 29-436-9
LUC: 930
CITY OF REVERE
CITY HALL
281 BROADWAY
REVERE, MA 02151

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

DATE: 12/29/25

Attachment: PH.C2604.661WashingtonAvenue (26-043 : Special Permit, C-26-04, 661 Washington Avenue)

Dear Honorable Members of the Revere City Council and Zoning Board of Appeals,

Jean Serino
54 Carlson Ave. Revere

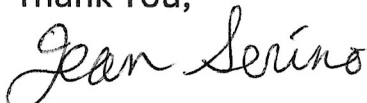
I submit this letter as the former property owner of 661 Washington Ave., along with my late husband Richard. I have seen the proposal, and on its face, it looks to be a good use of the land, and I feel it will fit the neighborhood nicely. I have also seen some of the applicants' other projects and feel they complement their neighborhoods. So, in this respect, I am a proponent of the project.

However, there is one aspect of the proposal I feel a responsibility to address, and that's the proposed new driveway on Washington Ave. I've seen traffic increase over the 30 years I lived at this address. The intersection of Washington Ave. and Malden St. has had its share of accidents, to the point where stop signs and a blinking red light have been added to both directions of Washington Ave. traffic, to go along with the stop signs for Malden St. drivers entering Washinton Ave. Guardrails have also been added in front of two Washington Ave. properties, including the project's direct abutter. Cars have jumped the intersection island and caused property damage, including to my own yard.

Taking my first-hand experiences into account, the proposed new driveway on the Washington Ave. side of the property should be given more thought from a safety standpoint. Not every car from Malden St. comes to a full stop at their stop sign before accelerating onto Washington Ave., and in my opinion, anyone entering or exiting that new driveway is at serious risk of an accident.

I understand that since I no longer live there, it ought to be the will of the direct and indirect abutters of the property, and the Council, to decide what's best for the neighborhood. It's my wish that the proposed project works for everyone.

Thank You,



Jean Serino
54 Carlson Ave.
Revere

City of Revere, Massachusetts

Tom Skwierawski

Chief of Planning and Community Development

Department of Planning and Community Development

281 Broadway, Revere, MA 02151 781. 286. 8181



Patrick M. Keefe Jr.

Mayor

March 17th, 2026

The Honorable Revere City Council

Revere City Hall

281 Broadway

Revere, MA 02151

RE: Low-Income Solar Program

Dear City Council,

The Department of Public Utilities recently started allowing municipalities to deliver community solar savings through aggregation programs. This program is new. No community has implemented it yet. Several communities are actively working on it, including Salem, Cambridge, and Lexington.

The programs are based on a contract between the municipality and a solar developer.

- The **solar developer** builds the project and agrees to provide funding for the aggregation program. That funding comes from a portion of the incentive the developer receives from the state solar program.
- The **municipality** agrees to arrange for the funding to go to low-income customers in the aggregation program. This is typically done through a discount on the electricity price.

New Bedford-based Parallel Products is a solar developer with three projects that it would like to make available for a municipal aggregation program. The projects are ready for construction. However, construction can't begin until the developer has an arrangement with a municipality.

The City of Revere was connected through Mass Power Choice, the service provider for Revere Power Choice, our municipal aggregation program, and would like to partner with Parallel Products to bring energy savings to low-income ratepayers in Revere.

The attached agreement would establish a 20-year relationship with Parallel Products to provide energy savings to low-income households that participate in our municipal aggregation program. The agreement would remain in effect as long as Revere is a municipal aggregation community and would extinguish were we to decide not to be a municipal aggregation community.

City of Revere, Massachusetts

Tom Skwierawski

Chief of Planning and Community Development

Department of Planning and Community Development

281 Broadway, Revere, MA 02151 781. 286. 8181

**Patrick M. Keefe Jr.**

Mayor

If signed, this agreement would save income-eligible Revere Power Choice users roughly \$800,000 annually on their electric bills. This is on top of the over \$600k (as of December 2025) that Revere Power Choice saved ratepayers since program launch in July '25.

Given that the agreement is over 3 years in duration, it must go to the City Council for review. This agreement was approved by MA DOER for the Smart 2.0 and has been reviewed by our City Solicitor as well as MassPower Choice.

Please don't hesitate to reach out if you have any questions.

Best,

Tom Skwierawski

Chief of Planning and Community Development

City of Revere

SMART CSS AGREEMENT

This SMART CSS Agreement (this “*Agreement*”) is made and entered into as of [month] ##, 2026 (the “*Effective Date*”), between Parallel Products Solar Energy, LLC, a Delaware limited liability company (“*Provider*”) with an address of 100 Duchaine Blvd, New Bedford, MA, and the City of Revere, a Massachusetts municipal corporation with an address of 281 Broadway, Revere, MA (the “*City*”), acting on behalf of the customers of its municipal aggregation program referred to as the City of Revere Power Choice Program. Each of Provider and the City is sometimes referred to hereinafter as a “*Party*” and together as the “*Parties*”.

RECITALS

A. Provider and/or one or more of its Affiliates have installed, own, operate and maintain, and may in the future install, own, operate and maintain, one or more solar photovoltaic systems (each, a “*System*” and together the “*Systems*”) at Premises to be described in a series of System Appendices attached hereto, each of which System qualifies or will qualify as a Community Shared Solar Tariff Generating Unit under DOER’s SMART 3.0 Program rules, guidelines and tariffs.

B. The City has established and operates the Revere Power Choice Program (the “*Program*”), a municipal aggregation program under M.G.L. c. 164, § 134, for consumers, and the City has signed an electricity supply agreement with a competitive retail electric supplier to provide all-requirements power supply to customers enrolled in the Program (such supplier and successor or replacement supplier, the “*Supplier*” and together with any such other supplier with which the City may contract from time to time, the “*Suppliers*”), and such agreement allows for such customers to take electric supply service from the Supplier and for clearly defined rates by rate class for participating customers.

C. Provider desires to utilize the accounts of Low Income Customers through a municipal aggregation program to provide an energy discount in order to attain and maintain, to the satisfaction of DOER, the eligibility of the Systems to qualify under the SMART 3.0 Program as Community Shared Solar Tariff Generation Units throughout the duration of this Agreement.

D. The City desires to be able to offer lower-cost electricity supply to the Program’s Participating Low Income Customers.

E. Provider is willing to commit to the City the Low Income Product Savings, as defined herein, all of which shall be for allocation among the Program’s Participating Low Income Customers.

NOW THEREFORE, in consideration of the foregoing recitals, mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 Definitions. In addition to other terms specifically defined elsewhere in the Agreement, where capitalized, the following words and phrases shall be defined as follows:

“**Administrator**” means the organization or entity that provides services to the City in support of the Program.

“**Affiliate**” means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by, or under common control with such specified Person.

“**Agreement**” has the meaning set forth in the preamble to this Agreement.

“**Allocated Percentage**” means the amount of each System’s production, shown on the applicable System Appendix, for which the City will receive Low Income Product Savings under this Agreement.

“**Applicable Law**” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the written interpretation and administration thereof by such Governmental Authority.

“**Bankruptcy Event**” means, with respect to a Party, that either: (i) a bankruptcy, receivership or other insolvency proceeding is instituted against a Party and not dismissed, stayed or vacated within one hundred twenty (120) days thereafter, or; (ii) a Party has made a general assignment for the benefit of creditors, has become insolvent, or has voluntarily instituted bankruptcy, reorganization, liquidation or receivership proceedings.

“**Billing Period**” means the monthly billing period established by the Utility.

“**Business Day**” means any day other than Saturday, Sunday or any other day on which banking institutions in Boston, Massachusetts are required or authorized by Applicable Law to be closed for business. For avoidance of doubt, any reference to “day” and not “Business Day” shall mean a calendar day.

“**Change in Law**” means, after the Effective Date, any passage, enactment, modification, revision, repeal, addendum, interpretation or other change in any Applicable Law affecting the rights or obligations of either Party under this Agreement, including without limitation, implementation by a Massachusetts state regulatory agency or other governmental authority of any law relating to the System, the SMART 3.0 Program, or otherwise affecting the Parties’ rights and obligations under this Agreement.

“**Commercial Operation**” has the meaning set forth in Section 3.3.

“**Commercial Operation Date**” is the date specified in the notice delivered by Provider to the City for each System pursuant to Section 3.3.

“**Community Shared Solar Tariff Generation Unit**” means a solar electricity generating system that meets the requirements of a “Community Shared Solar Tariff Generating Unit” under the SMART 3.0 Program Rules.

“**Confidential Information**” has the meaning set forth in Section 15.1.

“**Designated Account**” means a bank account established in the name of Provider.

“**Designated Account Threshold Amount**” has the meaning set forth in Exhibit C hereto.

“**Determined Value of Energy**” means, for each System, the “average annual AOBC value” of the System, calculated as specified in the Guideline. The Parties acknowledge that, under the Guideline, “average annual AOBC value” of the System is calculated as the average of (i) the 6-month basic service fixed-rate kWh charge at the date of the System’s Statement of Qualification Application for the rate class and the Utility of the System and (ii) the basic service fixed-rate kWh charge in the previous 6-month term prior to the date of the System’s Statement of Qualification Application for the rate class and Utility of the System.

“**DOER**” means the Massachusetts Department of Energy Resources or its successors.

“**DPU**” means the Massachusetts Department of Public Utilities or its successors.

“**Effective Date**” has the meaning set forth in the preamble to this Agreement.

“**Environmental and Tax Attributes**” means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (a) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Systems and/or their electricity generation, (b) government financial incentives, (c) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (d) renewable energy certificates or any similar certificates or credits under the laws of the Commonwealth of Massachusetts or any other jurisdiction, (e) tax credits, incentives or depreciation allowances established under any federal or state law, and (f) other allowances environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Systems and/or their electricity generation.

“**Environmental Conditions**” means any contamination arising out of, relating to, or resulting from the release of Oil and Hazardous Materials, as those terms are defined in the Massachusetts Contingency Plan (310 CMR 40.000).

“**Estimated Allocated Annual Production**” has the meaning set forth in Section 3.4.

“**Financing Party**” means, as applicable, (i) any Person (or its agent) from whom Provider (or an Affiliate of Provider) leases one or more Systems, or (ii) any Person (or its agent) that has made or will make a loan to or otherwise provide financing to Provider (or an Affiliate of Provider) with respect to one or more Systems.

“**Force Majeure Event**” means any event or circumstance that prevents a Party from performing its obligations under this Agreement, which event or circumstance (a) is not within the reasonable control, and is not the result of the negligence, of such Party, and (b) by the exercise of reasonable due diligence, such Party is unable to overcome or avoid or cause to be avoided.

Subject to the foregoing, a Force Majeure Event may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; explosions or fires arising from lightning or other causes; acts of war or public disorder, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic, terrorist acts, rebellion, strikes or labor disputes; and acts, omissions, or orders of any kind of any Governmental Authorities acting in their regulatory or judicial capacity.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof, and any agency, department, commission, board, bureau, or instrumentality of any of them, and any independent electric system operator.

“Guideline” means DOER’s SMART 3.0 Guideline Regarding Community Shared Solar Tariff Generation Units, as amended and in effect from time to time.

“Incentive Payment Effective Date” means the date specified as such in an applicable System’s Statement of Qualification issued by DOER, which date for each System is specified on the System Appendix for such System.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses.

“Low Income Customer” means a “Low Income Customer” as defined in the SMART 3.0 Program Rules.

“Low Income Customer Consumption” means the total kWh consumption of all Low Income Customers participating in the Program as metered by the Utility over any given calendar year.

“Low Income Product” means the product offered in the Program to provide savings to Participating Low Income Customers based on Low Income Product Savings, which may be in the form of a discounted rate applicable to electricity supply, or application of appropriate billing credits.

“Low Income Product Savings” means, for each monthly billing period, the Allocated Percentage *multiplied by* each System’s actual production *multiplied by* an amount equal to thirty percent (30%) of the Determined Value of Energy for such System.

“Participating Low Income Customers” means low-income residential customers, as such term is defined by the SMART 3.0 Program, residing in the City’s territorial jurisdiction and whose Utility electric accounts are enrolled in the Program at any given time during the Term and are receiving the Low Income Product.

“**Party**” and “**Parties**” have the meanings set forth in the preamble to this Agreement.

“**Person**” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“**Premises**” means the premises on which a System is located as described in the applicable System Appendix. For the avoidance of doubt, the Premises includes the entirety of any structures and underlying real property located at the address described in the applicable System Appendix.

“**Program**” means the City of Revere Power Choice Program, as approved by DPU, and as may be amended from time to time.

“**Provider**” has the meaning set forth in the preamble to this Agreement.

“**Provider Default**” has the meaning set forth in Section 9.1(a).

“**Representatives**” has the meaning set forth in Section 15.1.

“**SMART Payment**” means, for any Billing Period, the aggregate amount paid by the Utility to Provider in respect of electricity generated by a System during that Billing Period.

“**SMART 3.0 Program**” means the Solar Massachusetts Renewable Target 3.0 Program, as embodied by the SMART 3.0 Program Rules.

“**SMART 3.0 Program Rules**” means, collectively and as amended from time to time, the Massachusetts SMART regulations, 225 CMR 28.00 *et seq.*, guidelines issued from time to time by DOER relating to the SMART 3.0 Program, orders and guidelines issued by DPU relating to the SMART 3.0 Program, and the associated SMART 3.0 Tariff of the Utility, including but not limited to the Guideline.

“**SMART Tariff**” means the Utility’s tariff implementing the SMART 3.0 Program, as such tariff may be amended from time to time.

“**Supplier**” has the meaning set forth in the recitals.

“**System**” and “**Systems**” have the meanings set forth in the recitals. For avoidance of doubt, the term “System” as used in this Agreement may, as the context requires, correspond with the term “Unit” as used in the SMART 3.0 Program Rules.

“**System Appendix**” means an appendix, in substantially the form of Exhibit A hereto, which is then in effect and which shall be updated and executed periodically by Provider and the City in order to list all Systems that are then subject to the terms and conditions of this Agreement.

“**Term**” has the meaning set forth in Section 2.1.

“**City**” has the meaning set forth in the preamble to this Agreement.

“**City Default**” has the meaning set forth in Section 9.2(a).

“*Utility*” means the local electric distribution company providing electric distribution and interconnection services to the System(s) at the Premises or, as applicable, the local electric distribution company providing electric distribution services to customers of the City.

1.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting the Agreement. Words in this Agreement that impart the singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of this Agreement.

2. TERM AND TERMINATION.

2.1 Term. The term of the Agreement (the “*Term*”) shall commence on the Effective Date and shall continue for twenty (20) years from the latest Commercial Operation Date of a System described in any executed System Appendix, unless and until terminated earlier pursuant to the provisions in Sections 2.2, 2.3, 5.5, 8.2, 9.1, or 9.2 of this Agreement. Provider’s delivery of Low Income Product Savings from each System shall commence upon the date specified with respect to such System in the applicable System Appendix and shall end on the twentieth (20th) anniversary of the Incentive Payment Effective Date under the SMART 3.0 Program Rules for such System.

2.2 Termination Prior to System Commercial Operation. Provider shall be relieved of the obligation to deliver Low Income Product Savings from, and may terminate this Agreement with respect to any specific System in advance of its Commercial Operation Date upon thirty (30) days’ prior written notice to the City if:

(a) there exist site conditions (including Environmental Conditions) at the Premises of such System that could reasonably be expected to significantly increase the cost of the construction and installation of the Systems and the start-up, testing, acceptance, operation or maintenance thereof, or could reasonably be expected to materially adversely affect the electricity production from such System as designed; or

(b) there exist any conditions or there has been any other occurrence that, in Provider’s reasonable judgment, would, or could reasonably be expected to, materially adversely affect, impair or prevent the installation, operation, maintenance or removal of such System on a commercially reasonable basis, including but not limited to changes in Applicable Law or unanticipated increases in development costs (including but not limited increased costs to interconnect the System); or

(c) Provider reasonably determines that it is unable to obtain financing for such System on terms and conditions reasonably satisfactory to it or it is unable to select one or more alternative Premises with respect to this Agreement in a manner that will allow it to obtain financing for that System on terms and conditions reasonably satisfactory to it.

2.3 City Rights of Termination.

(a) The City shall have the right to terminate this Agreement upon one hundred twenty (120) days' prior written notice to Provider in the event that the City terminates, winds down, or otherwise ceases to offer the Program.

(b) The City shall have the right to terminate this Agreement if Provider fails to meet the project milestones for Community Shared Solar Tariff Generating Unit approval set forth in Exhibit B.

3. SYSTEM OPERATIONS.

3.1 Provider as Owner and Operator. The Systems will be owned or operated by Provider and will be installed, operated and maintained and, as necessary, repaired and removed, by or for Provider. Throughout the duration of the Agreement, Provider or Provider's Financing Party(ies) shall be the legal and beneficial owner(s) of the Systems at all times, and the Systems shall remain the personal property of Provider or Provider's Financing Party(ies).

3.2 Metering. Provider will arrange for there to be a separate meter installed and maintained by the Utility that will measure the net amount of electrical energy generated by each System and delivered to the Utility. Provider also may, at its discretion and expense, install and maintain a utility-grade kilowatt-hour (kWh) meter for the measurement of electrical energy generated by each System. Provider shall promptly provide to the City or its designee the data measured by the meters each month.

3.3 Commercial Operation. "**Commercial Operation**" for a System shall occur when the System has been approved for interconnected operation by the Utility and Provider has determined that the System has achieved regular commercial operation. Provider shall provide the City and Administrator written notice of the Commercial Operation Date for each System to the extent such dates occur after the Effective Date.

3.4 Estimated Allocated Annual Production. The initial estimated allocated annual production for each System's first year of operations during the Term (as updated as described herein, "**Estimated Allocated Annual Production**") is described in the applicable System Appendix. Not later than sixty (60) days prior to January 1 of each successive year during the Term, Provider shall provide the City with an updated Estimated Allocated Annual Production for such System for the coming calendar year.

3.5 Minimum Output. Beginning on the Effective Date, the Systems collectively shall produce not less than eighty percent (80%) of the applicable Estimated Allocated Annual Production (the "**Minimum Output Requirement**") for the applicable year during the Term, measured on an annual basis, unless, and then only to the extent that, the failure to satisfy the Minimum Output Requirement is due to (a) Facility failure, damage or downtime attributable to third parties, including curtailment; (b) inverter or battery failure or delayed repair of an inverter or battery due to the claims process with the equipment manufacturer; (c) general outage or failure of the Utility; or (d) Force Majeure as defined in this Agreement. Subject to that proviso, if as of any anniversary of the Commercial Operation Date beginning on the first anniversary of such date, the actual output of the Facility for the prior year (the "**Actual Facility Output**") does not equal or

exceed the Minimum Output Requirement for such one-year period, then the shortfall shall not constitute a Provider Default, but Provider shall deposit into the Designated Account for distribution to Participating Low Income Customers an amount equal to the following: the product of (A) thirty percent (30%) of the Determined Value of Energy multiplied by (B) the difference between the Minimum Output Requirement for such one-year period and the Actual Facility Output for such one-year period.

4. POWER CHOICE PROGRAM.

4.1 Maintenance of the Program. The City acknowledges and understands that the continued operation of the Program is necessary to enable Provider to deliver the Low Income Product Savings to Participating Low Income Customers and therefore to enable the Systems to continue to qualify under the SMART 3.0 Program as Community Shared Solar Tariff Generation Units. As such, the City shall use reasonable efforts to maintain the Program throughout the Term and take such other actions as may be necessary to deliver the Low Income Product Savings, which shall include, without limitation, ensuring (a) that the Program secures electric supply agreements with Suppliers consistent with the Program, (b) that such agreements obligate Suppliers to deliver the Low Income Product and other products in the Program that are supported by the Low Income Product Savings, and (c) that one hundred percent (100%) of the Low Income Product Savings support the Low Income Product. The City shall ensure that electric supply agreements with Suppliers resulting from the City's procurement processes will include rates to be charged to all participating consumers, including clearly defined rates charged to (a) all residential customers and (b) all Participating Low Income Customers. During the Term, the City shall, or shall cause the Supplier(s) to, maintain and provide to Provider data necessary to ensure Provider is able to fulfill its obligations under the SMART 3.0 Program, including but not limited to any data that may be specified in a SMART 3.0 Program Rules.

4.2 Low Income Product.

(a) During the Term, the City shall include in the Program, and shall cause its Supplier(s) to extend to Participating Low Income Customers, the Low Income Product. The City shall guarantee that the Low Income Product is in the form of a discounted rate, or application of a billing credit, designed to ensure that not less than one hundred percent (100%) of the Low Income Product Savings is allocated to Participating Low Income Customers. The City shall offer and maintain a Low Income Product that complies with the SMART 3.0 Program Rules.

(b) Not later than November 1 of each successive year during the Term, the Provider shall prompt the City to provide, or cause to be provided, to Provider by December 1 a forecast of Low Income Customer Consumption for the coming year. Based on that forecast and any updates to the aggregate Estimated Allocated Annual Production for the Systems provided by Provider pursuant to Section 3.4 above, the City shall update the terms of the Low Income Product as it deems necessary to ensure that it is designed such that not less than one hundred percent (100%) of the Low Income Product Savings will be allocated to Participating Low Income Customers. The City may update the terms of the Low Income Product as it deems necessary throughout the year, provided it provides notice to Provider and such updates do not result in Provider not meeting ongoing obligations

under the SMART 3.0 Program for maintaining its eligibility as a Low Income Solar Tariff Generation Unit.

5. SYSTEM SAVINGS GENERATION AND ALLOCATION.

5.1 SMART 3.0 Program.

(a) The Parties shall: (i) work cooperatively and in good faith to meet all SMART 3.0 Program requirements under Applicable Law and Utility tariffs, including applicable interconnection and metering requirements, and to provide any information that may be required by DOER to ensure the Systems qualify and continue to qualify as Community Shared Solar Tariff Generation Units; and, (ii) use commercially reasonable efforts to ensure that the Systems continue to qualify under and remain in compliance with the SMART 3.0 Program Rules.

(b) The City shall comply with any requirements specified by Provider that are necessary for a System to meet and maintain eligibility under the SMART 3.0 Program, including the requirement that one hundred percent (100%) of the Low Income Product Savings be allocated to Participating Low Income Customers. The City shall supply or cause to be supplied any information and complete any form that may be required to verify eligibility of the Systems to participate in the SMART 3.0 Program or receive certain benefits under the SMART 3.0 Program, or as Provider may otherwise reasonably request.

5.2 Designated Account.

(a) Provider shall establish and manage a Designated Account at a Massachusetts bank throughout the Term. The Parties agree that the deposited funds shall be applied to assure reimbursement to any Supplier with respect to the provision of the Low Income Product Savings.

(b) Within fourteen (14) days after Provider's or its applicable Affiliate's receipt of the SMART Payment in respect of a Billing Period, Provider shall deposit an amount equal to the Low Income Product Savings associated with that Billing Period into the Designated Account.

(c) The City shall authorize distribution of funds from the Designated Account to Suppliers to reimburse Suppliers for their provision of the savings associated with the Low Income Product to Participating Low Income Customers under the Program pursuant to the following process. Within sixty (60) days of the end of each month, the City shall submit to Provider a report detailing the amount to be disbursed to the Suppliers in respect of that month, together with such supporting information as is necessary to validate that amount. If Provider accepts the amount as accurate, or fails to object to the accuracy of the amount within fourteen (14) days of its receipt of such report, Provider shall promptly disburse such amount from the Designated Account to the Suppliers. If Provider objects to the accuracy of such amount, the Parties shall collaborate in good faith to resolve any such objections as soon as is reasonably practicable in the circumstances.

(d) Notwithstanding the foregoing, the Parties agree to refrain from disbursing funds from the Designated Account until such time as not less than an amount equal to the Designated Account Threshold Amount has accrued in the Designated Account, but only to the extent that such action does not cause any System to cease to qualify as a Community Shared Solar Tariff Generation Unit.

(e) The Parties acknowledge and agree that any account balance remaining in the Designated Account upon the conclusion of the Term will be released within thirty (30) days or otherwise paid to Participating Low Income Customers in accordance with the SMART 3.0 Program Rules after the City has completed making all distributions from the Designated Account then owed.

5.3 Contingent Obligation. Provider's obligation to deliver Low Income Product Savings to the City (including its obligation to deposit the amount of Low Income Product Savings into the Designated Account) from a particular System is expressly subject to and contingent upon the availability of, and the generation of electricity by, that System.

5.4 Environmental and Tax Attributes. The City's allocation of Low Income Product Savings does not include Environmental and Tax Attributes. The City disclaims any right to Environmental and Tax Attributes associated with a System or and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.4.

5.5 Change in Law. If, after the Effective Date, there is any Change in Law that (a) results in a material and adverse change in Provider's ability to provide, or the City's ability to receive, Low Income Product Savings or results in the disqualification of any System as a Community Shared Solar Tariff Generating, or (b) otherwise materially impacts the ability of either Party to perform its obligations under this Agreement, including Changes in Law that result in a material increase in Provider's costs of construction and installation (if applicable), or continuing operation of, one or more of the Systems, the affected Party shall send written notice to the other Party, setting forth the Change in Law and reasonably demonstrating the effect of the same on the affected Party. Upon delivery of such notice, the Parties shall use commercially reasonable efforts to negotiate an amendment to this Agreement to mitigate such effect. If the Parties are not able to agree in good faith on any commercially reasonable amendments necessary to address a Change in Law within ninety (90) days after one Party has submitted notice thereof, then either Party shall have the right to terminate this Agreement, and neither Party shall have any further obligations under this Agreement except for obligations arising or accruing prior to the effective date of termination or that are expressly meant to survive its termination or expiration.

5.6 Documentation, Consents and Approvals. The City shall provide or cause to be provided to Provider such documentation (including billing records from Suppliers) as may be reasonably requested in connection with this Agreement. The City shall ensure that any authorizations required of the City under this Agreement are not unreasonably withheld, conditioned or delayed. To the extent that only the City is authorized to request, obtain or issue any necessary approvals, permits, rebates or other financial incentives, the City shall cooperate with Provider to obtain such approvals, permits, rebates or other financial incentives.

6. REPRESENTATIONS & WARRANTIES.

6.1 Representations and Warranties of Provider. In addition to any other representations and warranties contained in this Agreement, Provider represents and warrants to the City as of the Effective Date that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under the Agreement;
- (c) the Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;
- (d) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened, before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein; and
- (e) its execution and performance of the Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, its organizational document or any Applicable Laws.

6.2 Representations and Warranties of the City. In addition to any other representations and warranties contained in the Agreement, the City represents and warrants to Provider as of the Effective Date that:

- (a) the Program has sufficient Low Income Customer Consumption to ensure that, for each System, the City's provision of the Low Income Product to Participating Low Income Customers will enable such System to qualify as a Community Shared Solar Tariff Generation Unit;
- (b) during the Term, all Participating Low Income Customers are Low Income Customers whose Utility electric accounts are enrolled in the Program ;
- (c) the individuals specified in the signature pages of this Agreement hold the offices identified thereby;
- (d) the individuals specified in the signature pages of this Agreement hold all requisite power and/or authority to execute and deliver this Agreement, and this Agreement constitutes the legal, valid and binding obligation of the City, subject to the Applicable Laws; and

(e) the individuals specified in the signature pages of this Agreement are not aware of the institution of, or the threat of, any litigation challenging the City's authority, to enter into this Agreement.

6.3 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. TAXES AND GOVERNMENTAL FEES. Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property, or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership or operation of the Systems, including any tax on electric generation or electric generation equipment. Provider shall not be obligated for any taxes payable by or assessed against the City based on or related to the City's overall income or revenues.

8. FORCE MAJEURE.

8.1 Performance Excused by Force Majeure. To the extent a Party is prevented by a Force Majeure Event from carrying out, in whole or part, its obligations under this Agreement, then such Party will be excused from the performance of such obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure Event). Such Party will use commercially reasonable efforts to eliminate or avoid the Force Majeure Event and resume performing its obligations; provided, however, that the affected Party shall not be required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party in its sole discretion. During the period in which, and to the extent that, obligations of a Party are excused by a Force Majeure Event, the other Party will not be required to perform or resume performance of its obligations to the affected Party corresponding to the obligations of the affected Party excused by the Force Majeure Event. Notwithstanding the foregoing, in no event shall the City be excused from providing the Low Income Product to eligible Low Income Customers for Low Income Product Savings that Provider delivered to the City, provided that the a Force Majeure Event does not also prevent the City and/or its Supplier(s) from delivering of such Low Income Product.

8.2 Termination in Consequence of Force Majeure Event. In the event of a Force Majeure Event that prevents, in whole or in material part, the performance of a Party for a period of one hundred eighty (180) days or longer (provided that such period shall be extended for an additional period of up to one hundred (100) days if the affected Party has promptly commenced efforts to resume performance of its obligations and is diligently continuing such efforts), then either Party may, upon thirty (30) days' notice to the other Party, terminate this Agreement, whereupon the Parties shall each discharge by performance all obligations due to the other Party that arose prior to the effective date of termination and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

9. DEFAULT.

9.1 Provider Defaults and the City's Remedies.

(a) Provider Defaults. Subject to the provisions of Section 13, the following events shall constitute defaults with respect to Provider (each, a "***Provider Default***"):

- (i) a Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to deposit Low Income Product Savings in the Designated Account (other than amounts disputed in good faith) within thirty (30) days from receipt of notice from the City of such past due amount; or
- (iii) Provider breaches any material term of the Agreement if: (A) such breach can be cured within thirty (30) days after the City's written notice of such breach, and Provider fails to so cure; or (B) Provider fails to commence and diligently pursue a cure within such thirty (30) day period if a longer cure period is needed; provided, however, that Provider shall not be entitled to a cure period in excess of one hundred twenty (120) days in total.

(b) The City's Remedies. If a Provider Default has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 10 and the provisions of Section 13, the City may terminate the Agreement and exercise any other remedy it may have at law or equity or under the Agreement. In the event of such termination, both Parties acknowledge that the City's compensatory damages are limited to the total Low Income Product Savings the Program would have likely received, but has not yet received, through the effective date of termination.

9.2 The City Defaults and Provider's Remedies.

(a) The City Defaults. The following events shall be defaults with respect to the City (each, a "***City Default***"):

- (i) a Bankruptcy Event shall have occurred with respect to the City;
- (ii) the City breaches any material term of the Agreement if: (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and the City fails to so cure within such time period; or (B) a period longer than thirty (30) days after Provider's notice of such breach is required to cure such breach and the City fails to commence, within such thirty (30) day period, and thereafter diligently pursue, said cure; provided, however, that the City shall not be entitled to a cure period in excess of one hundred twenty (120) days in total; or
- (iii) the City fails to deliver the Low Income Product to Participating Low Income Customers within the Program pursuant to the terms of this Agreement within fifteen (15) days from receipt of notice from Provider; or

(iv) the City, by direct action or inaction, causes a System to fail to qualify as a Community Shared Solar Tariff Generation Unit, and, if such failure to qualify can be rectified by cure of such action or inaction, such action or inaction has not been cured within thirty (30) days of notice by the City.

(b) Provider's Remedies. If a City Default has occurred and is continuing, in addition to other remedies expressly provided herein, Provider may terminate the Agreement. In the event of such termination, the City shall reasonably cooperate with Provider (and to the extent that the City is commercially able, promote any transition and continued application of the Low Income Product) for a period of six (6) months following termination to ensure the continued eligibility of the Systems (including eligibility for any adders) under the SMART 3.0 Program. In addition, the City acknowledges that, in light of the limitations of liability described in Section 11.2 below, monetary damages would not provide Provider an adequate remedy in the event of a breach or prospective breach of this Agreement that causes or would cause a System to fail to qualify as a Community Shared Solar Tariff Generation Unit and that, accordingly, Provider shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of such a breach or prospective breach.

9.3 Remedies Cumulative; Unpaid Obligations. Except as otherwise expressly provided herein, the rights and remedies contained in this Section are cumulative with the other rights and remedies available under this Agreement or at law or in equity. The non-defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement. Notwithstanding anything to the contrary herein, the defaulting Party shall in all events remain liable to the non-defaulting Party for any amount payable by the defaulting Party with respect to any of its obligations that remain outstanding after any such exercise of rights or remedies.

10. INDEMNIFICATION.

10.1 Indemnity. The Provider shall indemnify, defend and hold harmless the other Party and its members, managers, officers, employees, agents, representatives and independent contractors, from and against all costs, claims, and expenses incurred by the City in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (a) the gross negligence or willful misconduct of the indemnifying Party, its agents or employees or others under the indemnifying Provider's control or (b) an Event of Default of the indemnifying Party. The Provider shall have the right to control the defense and settlement of any such claim, demand, or suit at its own expense. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to claims, demands, lawsuits or actions for liability to the extent attributable to the negligence or willful misconduct of the City. The duty to defend shall immediately accrue and be owed upon the utterance of such a claim by any Person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include, and shall not be defeated or in any way undermined by, the utterance of claims not covered by this Agreement.

10.2 Claim Procedure. If the City seeks indemnification pursuant to this Section 10, it shall notify the Provider of the existence of a claim, or potential claim, as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the Provider that it will assume the defense and indemnification of such claim, the Provider may assert any defenses which are or would otherwise be available to the City.

10.3 Survival of Indemnity Claims. In addition, notwithstanding any provision contained herein, the provisions of this Section 10 shall survive the termination or expiration of this Agreement for a period of three (3) years with respect to any claims which occurred or arose prior to such termination or expiration.

11. LIMITATIONS OF LIABILITY.

11.1 No Liability to Third Parties. Provider and the City agree that this Agreement is not intended for the benefit of any third party (other than Financing Parties) and that Provider shall not be liable to any third party by virtue of this Agreement.

11.2 Limitations on Damages. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IT IS SPECIFICALLY AGREED AND UNDERSTOOD THAT NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT OR ANYTHING DONE IN CONNECTION HEREWITH. THIS SECTION 11.2 SHALL APPLY WHETHER ANY SUCH DAMAGE IS BASED ON A CLAIM BROUGHT OR MADE IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE. [FOR AVOIDANCE OF DOUBT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DAMAGES ARISING FROM THE FAILURE OF A SYSTEM TO QUALIFY, OR LOSS OF A SYSTEM'S QUALIFICATION, AS A COMMUNITY SHARED SOLAR TARIFF GENERATION UNIT IS DEEMED AN INDIRECT, CONSEQUENTIAL DAMAGE. IN ADDITION, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE CITY'S TOTAL LIABILITY OVER THE ENTIRE TERM OF THE AGREEMENT FOR ALL CLAIMS BY ALL CLAIMANTS, INCLUDING WITHOUT LIMITATION ALL ASSIGNEES OF PROVIDER, WHETHER SUCH CLAIMS ARE IN TORT, CONTRACT, OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE CAP ON DAMAGES SET FORTH IN SECTION 2 OF CHAPTER 258 OF THE MASSACHUSETTS GENERAL LAWS.]

12. ASSIGNMENT.

12.1 General Prohibition on Pledge or Assignment. Except as provided in this Agreement, neither Party may pledge or assign its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

12.2 Permitted Assignments by Provider.

(a) Notwithstanding anything to the contrary herein, Provider may assign all or a portion of its rights and obligations hereunder to: (i) an Affiliate of Provider or, provided that Provider (or its contractor) retains responsibility for the day to day operation of the Systems, to any other Person in connection with financing of the Systems; or (ii) to the purchaser of all or substantially all of the assets of Provider, or to an entity that acquires ownership of one or more of the Systems or, prior to the construction of one or more of the Systems, the development rights thereto. In the event of any such assignment, Provider shall provide at least ten (10) days' prior written notice to the City of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed (or, as of the effective date of such assignment, will have assumed) all or a portion of Provider's rights and obligations under this Agreement. In addition, in the event of an assignment under clause (ii) above, promptly following the City's request, Provider and/or such assignee shall reasonably demonstrate to the City the assignee's ability (itself or through use of the services of qualified third parties) to perform its obligations under this Agreement, including credit-worthiness, provided that the assignee shall not be required to possess ability that exceeds that of Provider immediately prior to such assignment. The City agrees to promptly execute any document reasonably requested by Provider in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof. Following an assignment permitted under this Section 12.2, except to the extent provided by the terms of such assignment and except to the extent that the assignee has assumed only a portion of Provider's rights and obligations hereunder, Provider shall have no liability arising under this Agreement after the effective date of such assignment.

(b) In the event that Provider assigns this Agreement pursuant to Section 12.2(a)(ii) above to a Person that acquires ownership of one or more of the Systems but does not acquire ownership of all of the Systems, (i) with respect to such Systems this Agreement shall be deemed a separate agreement between the City and such assignee (as the Provider party thereunder), (ii) the assignee shall be obligated to establish and administer its own separate Designated Account under such agreement, (iii) Provider shall have no further obligations hereunder with respect to such Systems, and (iv) this Agreement shall remain in full force and effect between Provider and the City with respect to the remaining Systems. In addition, at the written request of Provider, the City shall use reasonable efforts to enter into a separate SMART CSS Agreement with such assignee that is the substantially same as this Agreement, but with the term "Provider" under such new agreement referring to the assignee, the term "Systems" referring to only such Systems, and reflecting such other modifications as may be agreed by the City and such assignee.

12.3 Successors and Assigns. Subject to the foregoing limitations, the provisions of this Agreement shall bind, apply to and inure to the benefit of, the Parties and their permitted heirs, successors, and assigns.

13. FINANCING AND RELATED MATTERS.

13.1 Special Provider Assignment Rights. Notwithstanding any contrary provisions contained in this Agreement, including but not limited to Section 12, the City specifically agrees, without any further request for prior consent, to permit Provider to assign, transfer or pledge its rights under this Agreement as collateral for the purpose of obtaining financing or refinancing in connection with the Systems, and to sign any agreements reasonably requested by Provider or its debt or equity financing parties to acknowledge and evidence such agreement, provided that any such assignment shall not relieve Provider of its obligations under this Agreement.

13.2 Financing Party Rights.

(a) Notice to Financing Party. The City agrees to give copies of any notice provided to Provider by the City to any assignee or transferee permitted pursuant to Section 12.1 of which it has notice (each, a “**Financing Party**”) of any event or occurrence which, if uncured, would result in a Provider Event of Default.

(b) Exercise of Provider Rights. Any Financing Party, as collateral assignee and if allowed pursuant to its contractual arrangements with Provider, shall have the right in the place of Provider to exercise any and all rights and remedies of Provider under this Agreement. Such Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement.

(c) Performance of Provider Obligations. Without limiting the foregoing or any other provision hereof, a Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty, or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless such party has succeeded to Provider’s interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but the City hereby gives such party the option to do so.

(d) Exercise of Remedies. Upon the exercise of remedies, including any sale of one or more of the Systems by a Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any transferee or assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to the City of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement and the City shall continue to perform its obligations hereunder in favor of the assignee or transferee as if such party had thereafter been named as Provider under this Agreement. Thereafter, the Financing Party (or its agent or designee, transferee or assignee) shall have the right to exercise in the place of Provider any and all rights and remedies of Provider under this Agreement.

(e) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the

United States Bankruptcy Code, at the request of a Financing Party made within ninety (90) days of such termination or rejection, the City shall enter into a new agreement with such party or its assignee having substantially the same terms and conditions as this Agreement.

(f) Third-Party Beneficiary. The City agrees and acknowledges that each Financing Party is a third-party beneficiary of the provisions of this Section 13.2.

13.3 Cooperation Regarding Financing. The City agrees that it shall reasonably cooperate with Provider and its financing parties in connection with any financing or refinancing of all or a portion of the Systems. In furtherance of the foregoing, as Provider or its financing parties request from time to time, the City agrees to: (a) execute any consents to assignment or acknowledgements (including, without limitation, an acknowledgment for the benefit of one or more particular Financing Parties or prospective Financing Parties of the accommodations set forth in this Section 13), (b) deliver such estoppel certificates as an existing or prospective Financing Party may reasonably require, and (c) furnish such information as Provider and its financing parties may reasonably request.

13.4 Right to Cure.

(a) The City will not exercise any right to terminate or suspend this Agreement unless it shall have given each Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and such party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to be less than an additional thirty (30) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If, pursuant to an exercise of remedies by a Financing Party, such party or its assignee (including any purchaser or transferee) shall acquire control of one or more of the Systems and this Agreement and shall, within the time periods described in the preceding subsection, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

13.5 Amendments and Accommodations. At Provider's request, the City agrees to consider in good faith any requests to amend this Agreement, including any provision that may reasonably be requested by an existing or proposed Financing Party, or to make reasonable efforts to provide separate accommodations as may be reasonably requested by an existing or proposed Financing Party; provided, however, that the foregoing undertaking shall not obligate the City to materially change any rights or benefits, or materially increase any burdens, liabilities or obligations of the City, under this Agreement (except for providing such notices and additional

cure periods to Financing Parties with respect to Provider Events of Default as an existing or proposed Financing Party may reasonably request).

14. NOTICES.

All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and addressed as follows:

if to Provider to: Parallel Products Solar Energy, LLC
100 Duchaine Blvd
New Bedford, MA 02745
Attn: Timothy Cusson

with a copy to: Klavens Law Group, P.C.
420 Boylston Street, Suite 610
Boston, MA 02116
Attention: Jonathan S. Klavens, Esq.

if to City to: City Hall
Attention: Mayor's Office
281 Broadway
Revere, MA 02151
(781) 286-8311

with a copy to: Office of the City Solicitor
Revere City Hall
281 Broadway
Revere, MA 02151
781-286-8166

If to a Financing Party, to the address and contact person of which the City has been given notice pursuant to this Section 14.

Notices hereunder shall be deemed properly served: (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (b) if sent by mail, on the third Business Day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (c) if by overnight Federal Express or other reputable overnight express mail service, on the next Business Day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Any Party may change its address and contact person for the purposes of this Section 14 by giving notice thereof in the manner required herein.

15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. The City shall act in accordance with the provisions of M.G.L. Chapter 4, Section 7, and M.G.L. Chapter 66, Section 10, and other applicable statutes, the terms and provisions of which shall prevail in the event of any conflict with the terms or provisions of this Agreement. Consistent with the foregoing, if either Party provides confidential information and such designation has been expressly communicated to the other Party (“**Confidential Information**”), the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Agreement. For the avoidance of doubt, any list of Participating Low Income Customers or any account information related to the Participating Low Income Customers including, without limitation, account number, historic usage data, metering, and billing and payment information shall be considered Confidential Information. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors and consultants, and Affiliates, lenders, and potential assignees of the Agreement or acquirers of Provider or its Affiliates (collectively, “**Representatives**”), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party’s need for it has expired or upon the request of the disclosing Party.

15.2 Public Disclosure. The City acknowledges that in respect of this Agreement it is acting in its capacity as a municipal aggregator under M.G.L. Chapter 164, Section 134 and may determine in accordance with M.G.L. Chapter 4, Section 7, Clause 26(s) that certain trade secrets or confidential, competitively sensitive or other proprietary information should be exempt from public disclosure where disclosure of such information would adversely affect the City’s ability to conduct its municipal aggregation activities, the City will use such authority to protect the confidentiality of proprietary information designated as such by Provider, and the City acknowledges that Provide designates the contents of Exhibit C hereto as its proprietary information.

15.3 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that: (a) becomes publicly available other than through the receiving Party; (b) is independently developed by the receiving Party; or (c) is or becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. In addition, Confidential Information of the disclosing Party may be disclosed by the receiving Party to the extent that disclosure is necessary to comply with law or the valid order or regulatory or other requirement of a governmental entity or court of competent jurisdiction; provided that the receiving Party uses reasonable efforts to provide the disclosing Party with at least five (5) days’ prior written notice of such disclosure, the receiving Party discloses only that Confidential Information that is legally required to be furnished, and the receiving Party reasonably cooperates with the disclosing Party in its efforts to obtain a protective order or assurances of confidential treatment thereof.

15.4 Goodwill and Publicity. Neither Party shall use the name, trade name, seal, service mark, or trademark of the other Party in any promotional or advertising material, including publicly referring to this Agreement or the matters that are the subject of the Agreement, without the prior written consent of such other Party, such consent not to be unreasonably withheld, conditioned or delayed. At no time will either Party acquire any rights whatsoever to any trademark, trade name, seal, service mark, logo or other intellectual property right belonging to the other Party.

15.5 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Agreement by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 15 but shall be in addition to all other remedies available at law or in equity.

16. GOVERNING LAW; DISPUTE RESOLUTION.

16.1 Governing Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its rules regarding choice of laws.

16.2 Dispute Resolution.

(a) The Parties agree to use their respective commercially reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Parties.

(b) Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between an executive of Provider and the City Manager of the City (or the individuals then serving as chief executives of the Parties), who shall use their respective good faith efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed thirty (30) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(c) In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to mediation. Within thirty (30) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. If the Parties fail to agree upon a mediator, the Parties shall request that the Boston, Massachusetts office of JAMS, appoint a mediator. The period for mediation shall commence upon the appointment of the mediator, shall not exceed ninety (90) days from the time the mediator is requested, unless such time period is modified by

written agreement of the Parties involved in the dispute, and the mediation shall be conducted in accordance with procedures mutually agreed to by the Parties. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties involved in the dispute.

(d) In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, sole venues for judicial enforcement shall be the Superior Court for Suffolk County, Massachusetts or the U.S. District Court for the District of Massachusetts. Notwithstanding the foregoing, injunctive relief from such courts may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. Each Party consents to these venues and expressly waives any objections to venue it might otherwise be able to raise.

17. MISCELLANEOUS.

17.1 Survival. The provisions of Sections 6.3, 7, 9.1(b), 9.2(b), 9.3, and 10 to 17, and other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

17.2 Integration; Exhibits. The Agreement, together with the Exhibits and Appendix attached thereto and hereto, constitute the entire agreement and understanding between Provider and the City with respect to the subject matter hereof and thereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Schedules attached thereto and hereto are integral parts hereof and are made a part of the Agreement by reference.

17.3 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and the City.

17.4 Industry Standards. Except as otherwise set forth herein, for the purpose of the Agreement, the normal standards of performance within the solar photovoltaic power generation industry in the relevant market shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

17.5 Limited Effect of Waiver. No delay or omission of the right to exercise any power by either Party shall impair any such right or power or shall be construed as a waiver of or acquiescence to any default. One or more waivers of any covenant, term or condition of this Agreement by either Party shall not be construed by the other Party as a waiver of a subsequent breach of the same covenants, terms or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

17.6 Severability. If any term, covenant, or condition in the Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of the Agreement shall not be affected thereby, and each term, covenant, or condition of the Agreement

shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

17.7 Relation of the Parties. The relationship between Provider and the City shall not be that of partners, agents, or joint venturers of one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and the City, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk. Neither Party shall hold itself out as having the authority to bind the other Party.

17.8 Forward Contract; Bankruptcy Code; Service Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are a “forward contract” within the meaning of the United States Bankruptcy Code, and that Provider is a “forward contract merchant” within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Provider is not a “utility” as such term is used in Section 366 of the United States Bankruptcy Code, and the City agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein the City is a debtor. The Parties intend that this Agreement be treated as a “service contract” within the meaning of Section 7701(e) of the Internal Revenue Code.

17.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

17.10 Facsimile Delivery. This Agreement may be duly executed and delivered by a Party by electronic mail delivery of the “pdf” signature page of a counterpart to the other Party, and such document shall have the force of an original.

17.11 Immunity. Performance under this Agreement by the City, and its agents, servants, and employees, shall be for public and governmental purposes, and all privileges and immunities from liability enjoyed by governmental units, their agents, servants, and employees, shall extend to performance under this Agreement to the extent permitted by Massachusetts and Federal law; provided that, notwithstanding any provisions of law or charter to the contrary, neither party to this Agreement shall be exempt from liability for its obligations under this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this SMART CSS Agreement and intending to be legally bound hereby, Provider and the City have executed this SMART CSS Agreement by their duly authorized representatives under seal as of the date first above written.

Parallel Products Solar Energy, LLC

By: _____
Name: Timothy Cusson
Title: Vice President

City of Revere

By: _____
Name:
Title:

Attachment: SMART CSS Muni Agg LI Agmt_Revere - SMART 3 (26-058 : Low-Income Solar Power Contract)

EXHIBIT A
SYSTEM APPENDIX NO. 2

██████████, 2026

This System Appendix, along with the Schedule of Systems attached hereto and made a part hereof, (a) establishes and defines one or more incremental Systems as being qualified as Community Shared Solar Tariff Generating Units under the SMART 3.0 Program to be utilized to provide for the delivery of electricity at discounted prices to low-income consumers of the City of Revere Municipal Aggregation Program (the “*Program*”) subject to the terms and conditions of the SMART CSS Agreement (the “*Agreement*”), dated ██████████, 2026 between Parallel Products Solar Energy, LLC (“*Provider*”) and the City of Revere, Massachusetts (the “*City*”) and (b) provides a cumulative and updated list of all Systems that are subject to the terms of the Agreement. This System Appendix, together with the Agreement, constitute a single agreement between the Parties and any capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

Except as expressly amended or waived by this System Appendix, the terms, conditions, covenants, agreements, warranties and representations contained in the Agreement are in all respects ratified, confirmed and remade as of the date hereof and, except as amended or waived hereby, shall continue in full force and effect.

All previously executed System Appendices between Provider and the City are hereby superseded and replaced by this System Appendix.

This Systems Appendix may be executed in counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in the Agreement and intending to be legally bound hereby, Provider and the City have executed this System Appendix by their duly authorized representatives under seal as of the date first above written.

Parallel Products Solar Energy, LLC

CITY OF REVERE

By: _____
Name: Timothy Cusson
Title: Vice President

By: _____
Name:
Title:

Attachment: SMART CSS Muni Agg LI Agmt_Revere - SMART 3 (26-058 : Low-Income Solar Power Contract)

ATTACHMENT TO SYSTEM APPENDIX

SCHEDULE OF SYSTEMS; ESTIMATED ANNUAL PRODUCTION AND ALLOCATED PERCENTAGES

SMART ID#	System Address/ Location	Application - Commercial Operation Date	Capacity (kW-AC)	Estimated Allocated Annual Production (kWh)	Determined Value of Energy	Allocation Percentage	Estimated Annual LIPS	Incentive Payment Effective Date

Revere Power Choice Low Income Customer Counts & Use – Historical and Projected

12-month projection

Customers xxx

Total use kWh) nn,nnn,nnn

Attachment: SMART CSS Muni Agg LI Agmt_Reverse - SMART 3 (26-058 : Low-Income Solar Power Contract)

Accounts by Month (actual)

	Accounts					
	2020	2021	2022	2023	2024	2025
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Average/Total						

Use by Month (actual) in kWh

	2020	2021	2022	2023	2024	2025
January						
February						
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Average/Total						

Attachment: SMART CSS Muni Agg LI Agmt_Reverse - SMART 3 (26-058 : Low-Income Solar Power Contract)

EXHIBIT B

REGULATORY APPROVAL MILESTONES

<u>Milestone</u>	<u>Milestone Date</u>	<u>Action led by</u>
Present final draft SMART 3.0 Agreement to Select Board	March xx, 2026	City
Submit final draft (unsigned) to DOER for preliminary approval/Pre-determination Letter in accordance with SMART 3.0 Guideline Regarding Community Shared Solar Tariff Generation Units	March yy, 2026	Provider
Submit documentation for each Tariff-Generating Unit involved in Agreement to DPU in accordance with D.P.U. 23-67-A (or successor order relating to SMART 3.0 program)	April xx, 2026	City
Execute Agreement	May xx, 2026	City and Provider
Submit executed Agreement to DOER along with Statement of Qualification Application	May yy, 2026	Provider

EXHIBIT C**DESIGNATED ACCOUNT THRESHOLD AMOUNT**

Definition: “*Designated Account Threshold Amount*” means an amount equal to the sum of the following for each System listed on Exhibit A as of the Effective Date: twenty-five percent (25%) of the product of (a) the initial Estimated Allocated Annual Production of each such System times (b) thirty percent (30%) of the Determined Value of Energy for each such System.

Sample Calculation:

Assumed values:

Estimated Allocated Annual Production for all Systems: 5,000,000 kWh

Determined Value of Energy for all Systems: \$0.14/kWh

Calculation:

Designated Account Threshold Amount = $0.25 \times (5,000,000 \times 0.3(\$0.14))$

Designated Account Threshold Amount = \$52,500.

REVERE HOUSING AUTHORITY

ANTHONY PERRONE

Chairman
Labor Representative

DEAN HARRIS

Executive Director



70 COOLEGE STREET
REVERE, MASSACHUSETTS 02151
TEL: 781-284-4394
FAX: 781-284-0065
www.revereha.org

GEORGE M. ANZUONI

Vice-Chairman
State Appointee

RICHARD VISCAY

Treasurer

FATOU DRAMMEH

Member

April 7, 2026

Dear Ashley Melnick,

The Revere Housing Authority Board of Commissioners has requested that I appear in front of the Revere City Council at the April 13th meeting.

The purpose of the appearance is to invite the City Councilors and general public to a public meeting to discuss, review, and give feedback on the Revere Housing Authority's Master Redevelopment Plan, which encompasses the RHA developments located at:

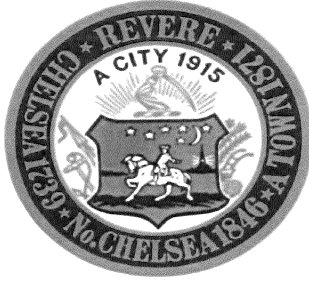
- 200-1 Gold Star Mothers Family Housing Development (Cooledge, Constitution, Adams, Raymond)
- Proctor/Cushman State Elderly Housing Development
- Adams Court State Elderly Housing Development
- Cooledge/Cushman Federal Housing Development

The meeting will be held 6:30 PM to 8:30 PM, Thursday, April 16th at the West Revere Complex Cafeteria, located at 107 Newhall St., Revere, MA 02151.

Sincerely,

Dean Harris
Executive Director





City of Revere CFO/City Auditor/Budget Director

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

Richard Viscay
CFO/City Auditor/Budget Director

March 27, 2026

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

RE: Certification of Free Cash – June 30, 2025

Dear Council President Zambuto,

I am pleased to inform you that the City has received its annual certification of Free Cash from the Department of Revenue. The General Fund Free Cash has been certified at \$2,787,498; the Water and Sewer Enterprise Fund has been certified at \$273,652, and the Solid Waste Fund has been certified at \$287,405. As you may know, the certification of free cash is a calculation of available funds to the City as a result of FY2025 operations.

Free cash is a revenue source that results from the calculation, as of July 1, of a community's remaining, unrestricted funds from its operations of the previous fiscal year based on the balance sheet as of June 30. It typically includes actual receipts in excess of revenue estimates and unspent amounts in departmental budget line items for the year just ending, plus unexpended free cash from the previous year.

In accordance with ordinances of the City of Revere, I am requesting transfers from free cash to the following accounts.

- Transfer of \$418,125 to the General Fund Stabilization Fund from General Fund Free Cash.
- Transfer of \$418,125 to the Capital Improvement Stabilization Fund from General Fund Free Cash.
- Transfer of \$139,375 to the Other Post Employment Benefit Trust Fund from General Fund Free Cash.
- Transfer of \$278,750 to the High School Stabilization Fund.
- Transfer of \$139,375 to the Affordable Housing Trust Fund.
- Transfer of \$278,750 to the Drainage, Stormwater, and Culvert Stabilization Fund.
- Transfer of \$41,048 to the Water and Sewer Stabilization Fund.

These transfers will continue to increase the City's Stabilization Funds and OPEB Trust Fund balances. Specifically, the City will have in excess of \$12 million in the General Stabilization Fund, \$3.9 million in the Water and Sewer Stabilization Fund, \$1.2 million in the Capital Improvement Trust Fund, \$1.3 million in the Affordable Housing Trust Fund, over \$730,000 in the Drainage, Stormwater, and Culvert Stabilization Fund, and over \$2.6 million in the OPEB Trust Fund.

I will be in attendance at the next City Council meeting to answer any questions on this matter.

Best regards,



Richard Viscay
CFO / City Auditor / Budget Director

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



City of Revere CFO/City Auditor/Budget Director

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

Richard Viscay
CFO/City Auditor/Budget Director

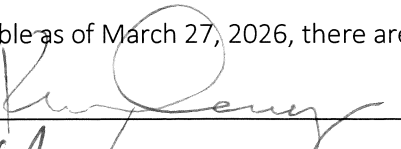
MEMORANDUM

To: Mayor Patrick Keefe
From: Richard Viscay
Cc: Assunta Newton, Assistant Budget Director
Date: March 27, 2026
RE: Verification of Available Funds for Authorization and Transfer

The attached request asks that funds be transferred as follows:

FROM:	Certified free cash (019909-596000)	\$1,672,500
	<i>Available Balance:</i>	<i>\$ 2,787,498</i>
TO:	General Fund Stabilization (84151-497000)	\$418,125
	<i>Current Balance:</i>	<i>\$ 11,723,801</i>
TO:	Capital Improvement Stabilization (84111-497000)	\$418,125
	<i>Current Balance:</i>	<i>\$ 820,281</i>
TO:	Other Post-Employment Benefits Stabilization (84131-497000)	\$139,375
	<i>Current Balance:</i>	<i>\$ 2,550,951</i>
TO:	High School Stabilization Fund (84301-497000)	\$278,750
	<i>Current Balance:</i>	<i>\$ 1,689,096</i>
TO:	Affordable Housing Trust Fund (84201-497000)	\$139,375
	<i>Current Balance:</i>	<i>\$ 1,046,299</i>
TO:	Drainage, Stormwater, and Culvert Stab. Fund (84311-497000)	\$278,750
	<i>Current Balance:</i>	<i>\$ 459,656</i>

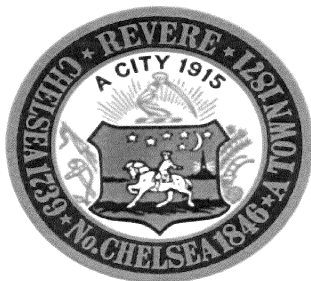
Based on the amount available as of March 27, 2026, there are sufficient funds to support such a transfer.

Account verified by 

Reviewed by 

For Audit Use Only:
CO# _____ DATE _____ ENTRIES MADE BY _____

Attachment: Certification of Free Cash 06302025 (26-067 : Certification of Free Cash and Stabilization Fund Transfers)



City of Revere CFO/City Auditor/Budget Director

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

Richard Viscay
CFO/City Auditor/Budget Director

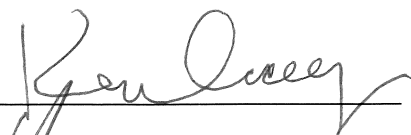
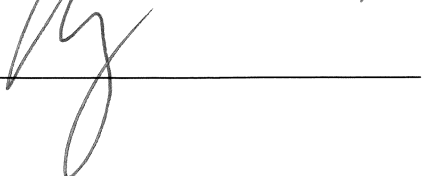
MEMORANDUM

To: Mayor Patrick Keefe
From: Richard Viscay
Cc: Assunta Newton, Assistant Budget Director
Date: March 27, 2026
RE: Verification of Available Funds for Authorization and Transfer

The attached request asks that funds be transferred as follows:

FROM:	Certified Water/Sewer free cash (604309-596000)	\$41,048
	<i>Available Balance:</i>	<i>\$ 273,652</i>
TO:	Enterprise Fund Stabilization (84401-497000)	\$42,648
	<i>Current Balance:</i>	<i>\$ 3,927,792</i>

Based on the amount available as of February 21, 2024, there are sufficient funds to support such a transfer.

Account verified by 
Reviewed by 

For Audit Use Only:

CO# _____ DATE _____ ENTRIES MADE BY _____

Attachment: Certification of Free Cash 06302025 (26-067 : Certification of Free Cash and Stabilization Fund Transfers)



City of Revere CFO/City Auditor/Budget Director

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

Richard Viscay
CFO/City Auditor/Budget Director

April 6, 2026

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

RE: Capital Improvement Stabilization Fund Appropriation

Dear Councilor President Zambuto,


Now that budget season is upon us, the administration will be presenting to the City Council various requests for appropriations for FY2026. An important part of the budgetary process is the City's Capital Improvement Plan and FY2026 Capital Improvement Budget.

Now that Free Cash has been certified, the administration is now requesting appropriations from this fund to address the following capital needs of the City, as presented on the five-year Capital Improvement Plan:

- I.T. – Equipment \$ 50,000 (replacement of outdated equipment)
- Police – Vehicles: \$ 75,000 (one police patrol vehicle)
- Police – Equipment: \$ 100,000 (weapons, cameras, radios)
- Fire – Equipment \$ 100,000 (firefighting gear, equipment, radios)
- Parking – Vehicle \$ 40,000 (replacement of parking vehicle)
- Parking – Equipment \$ 35,000 (license plate recognition equipment)
- DPW – Equipment \$ 100,000 (purchase of 4x4 pickup truck with plow/sander)
- DPW – Equipment \$ 50,000 (repairs/replacement of playground equipment)
- DPW – Maintenance \$ 25,000 (maintenance/removal of trees Citywide)
- DPW – Maintenance \$ 25,000 (planting of trees)
- DPW – Maintenance/Repairs \$ 200,000 (all municipal buildings – maintenance/repairs)

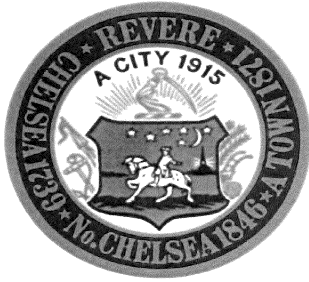
These important capital expenditures represent items from the City's Capital Improvement Plan that can be addressed using available funds in the Capital Improvement Stabilization Fund. I will be in attendance) for Monday's City Council meeting to answer any questions regarding this request.

Best Regards,



Richard Viscay
CFO/City Auditor/Budget Director

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

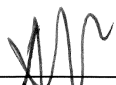
MEMORANDUM

To: Mayor Patrick M. Keefe Jr
From: Richard Viscay
Cc: Assunta Newton, Assistant Budget Director
Date: April 7, 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)	\$800,000
	<i>Available Balance:</i>	<i>\$820,280.91</i>
TO:	IT: Equipment replacements (011418-580026)	\$50,000
	Police Vehicles: one patrol (012108-587100)	\$75,000
	Police Equipment (012108-587100)	\$100,000
	Fire Equipment: Radios, Gear, Equip (012208-587200)	\$100,000
	Parking Vehicle (012958-587100)	\$40,000
	Parking Equipment (012958-587100)	\$35,000
	DPW Vehicle 4x4 Pickup with plow (014208-580000)	\$100,000
	DPW Playground Equipment Repairs (014208-587300)	\$50,000
	DPW Tree maintenance/removal (014202-523800)	\$25,000
	DPW Tree planting (014202-523800)	\$25,000
	DPW Municipal Buildings Maintenance/repair (23801-497000)	\$200,000

Based on the amount available as of April 7, 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 CFO/City Auditor/Budget Director

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

Richard Viscay
CFO/City Auditor/Budget Director

April 6, 2026

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

RE: Cost-of-Living Adjustment of 3% for Retirees of the Revere Retirement System

Dear Councilor President Zambuto,

The Social Security Administration has announced a 2.8% cost-of-living adjustment (COLA) for 2026. Pursuant to Chapter 32, Section 103(i), a retirement board, with proper notice to the legislative body, may elect to increase this percentage to 3% at a duly called meeting.

At the last meeting of the Retirement Board, we voted unanimously to increase the COLA to 3%, as we have historically done each year.

Please consider this communication as notice to the Council that this 3% COLA increase will take effect on July 1, 2026, and no formal vote is needed for this.

I will attend Monday's meeting to answer any questions regarding this communication.

Best Regards,

Richard Viscay
CFO/City Auditor/Budget Director

Cc: Patrick Keefe, Mayor
Scott Provencal, Director – Revere Retirement

Attachment: COLA Adjustment Retiree Notice (26-069 : COLA Adjustment for Retirees by Retirement Board Notification)



City of Revere

CFO/City Auditor/Budget Director

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

Richard Viscay
CFO/City Auditor/Budget Director

April 6, 2026

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

RE: Increase of COLA base for members of the Revere Retirement System from \$14,000 to \$15,000

Dear Councilor President Zambuto,


I am happy to report that the most recent report on the actuarial valuation of the Revere Retirement system shows that the system's funded ratio has increased from 70.5% from January 1, 2023, to 76.8% funded as of January 1, 2025. Our unfunded actuarial liability has decreased from \$98.1m to \$83.1m, which is great news for all members of the retirement system.

Several years ago, the Retirement Board adopted a policy that allowed for incremental increases in the COLA base for all retirees based upon the percentage of the funded ratio. The policy calls for an increase of \$1000 to the COLA base for every 5% increase in the funded ratio. Therefore, as Chairman of the Revere Retirement Board, I strongly urge the City Council to vote in favor of increasing the COLA base from \$14,000 to \$15,000 as of July 1, 2026 (FY2027).

This increase is expected to increase the normal cost by approximately \$43,000 for FY2027 and the actuarial liability by approximately \$1.3 million dollars over the life of the funding schedule. The increase in the COLA is not expected to adversely affect the funding schedule, and we are still on schedule to be fully funded by FY2034. Please find the most recent funding schedule attached for your benefit.

I will attend Monday's meeting to answer any questions regarding this request.

Best Regards,


 Richard Viscay
 CFO/City Auditor/Budget Director

Cc: Patrick Keefe, Mayor
 Scott Provencal, Director – Revere Retirement

Attachment: COLA Base Increase Request Retirees (26-070 : COLA Base Increase Request)

4. APPROPRIATION DEVELOPMENT FOR FISCAL YEAR 2026 *(continued)*

B | CURRENT FUNDING SCHEDULE

<u>Fiscal Year</u>	<u>Normal Cost</u>	<u>Net 3(8)(c)</u>	<u>Amort. of UAL</u>	<u>Total Cost</u>	<u>Unfunded Act. Liab.</u>	<u>% Total Cost Increase</u>
2026	6,172,913	350,000	12,203,944	18,726,857	85,981,784	
2027	6,450,694	350,000	12,862,505	19,663,200	79,230,186	5.00%
2028	6,740,976	350,000	13,555,384	20,646,360	71,316,852	5.00%
2029	7,044,320	350,000	14,284,358	21,678,678	62,124,550	5.00%
2030	7,361,314	350,000	15,051,298	22,762,612	51,525,981	5.00%
2031	7,692,573	350,000	15,858,169	23,900,742	39,382,979	5.00%
2032	8,038,739	350,000	16,707,041	25,095,779	25,545,650	5.00%
2033	8,400,482	350,000	10,073,534	18,824,016	9,851,440	-24.99%
2034	8,778,504	350,000		9,128,504	0	-51.51%

All amounts assume payments will be made November 1 of each fiscal year.
 Total appropriation assumed to increase 5.0% each year until FY32, with a final amortization payment in FY33.
 FY26 normal cost includes assumed expenses of \$1,250,000 and is assumed to increase 4.5% per year.
 FY26 appropriation was maintained at the same level as the prior schedule.

Attachment: COLA Base Increase Request Retirees (26-070 : COLA Base Increase Request)

City of Revere

Department of Planning & Community Development

Tom Skwierawski -- *Chief of Planning & Community Development*
281 Broadway, Revere, MA 02151 | (781) 286 - 8181



Patrick M. Keefe Jr.
Mayor

April 6, 2026

TO THE REVERE CITY COUNCIL

Dear Councilors:

I hereby transmit for your approval an Order authorizing the City of Revere's Department of Planning and Community Development, to enter into a contract for a period of up to five years with Lyft Bikes & Scooters LLC, a Delaware limited liability company having its principal place of business at 185 Berry Street, Suite 400, San Francisco, CA 94107 ("Lyft") for the services of an operator for the City's bike share program, Bluebikes. The contract terms would be May 15, 2026 through May 14, 2031. The City Council's permission is needed to enter into a contract of this type for a period of more than three years as required by section twelve of chapter 30B of Massachusetts General Laws.

The Metropolitan Area Planning Council ("MAPC") issued a request for proposals for a qualified organization to provide fundraising, operations, marketing, and equipment services to the metro-Boston bike share system, currently known as Bluebikes, on behalf of the Cities of Boston, Cambridge, Somerville, Newton, Watertown, Medford, Malden, Everett, Chelsea, Revere, Salem and the Towns of Brookline and Arlington. Lyft was the chosen vendor to operate the Bluebike system, based on the RFP's specified qualifications. The City of Revere is currently under contract with Lyft to operate Revere's Bluebike system until May 15, 2026. The operations of Bluebikes in Revere are funded by Transportation Network Funds, and by the Community Connections and Shared Streets and Spaces Grant programs. The city has a balance of \$40,000.00 collectively from the current grant funds that can be programmed for contract years 2 through 5 to cover pedal assist bicycle subsidies.

Under the new contract, the municipalities are not required to pay per bike doc maintenance and operation fees but are required to fund a portion of the e-bike or pedal assist bicycle subsidy of \$1,284,350.56, (calculated based on system share). The City of Revere's share of this subsidy is calculated at \$9,200.00 for year one of the contract year. The City of Revere will receive \$11,265.00 from the program's Title Sponsor BlueCross, BlueShield of Massachusetts. Total Title sponsorship for the system is \$1.2 million per contract year. The sponsorship funds will cover Revere's share of subsidy fees, with a positive balance of \$2,079.00 that can be used for equipment purchases or banked for year two subsidy fees, (Exhibit 1). Lyft will maintain the stations and bikes for Revere. The City would be required to pay for ageing, damaged or new equipment purchased during the contract terms.

I urge your Honorable Body to pass this Order expeditiously.

Sincerely,

Julie DeMauro
Transportation Coordinator
Department of Planning and Community Development

Cc'd
Tom Skwierawski, Chief of Planning and Community Development
Ashley Melnik, City Clerk
Michael Piccardi, Purchasing
Paul Capizzi, Solicitor

Exhibit 1

33% TARGET

Total E-bikes	1972
Operations cost/min to Lyft	\$0.15
Standard Member user cost/min	\$0.12
IE Member user cost/min	\$0.10

Subsidy Obligation + Revenue Share	
Total Subsidy	-\$1,284,350.56
Estimated Revenue Share from e-bikes	\$305,809.29
E-bike Operating Defecit (subtracting ebike revenue share from subsidy)	-\$978,541.26
Estimate Classic Bike Revenue Share	\$194,190.71
Total Operating Defecit (subsidy minus all user revenue share)	-\$784,350.56

Operating Defecit (includes all User Revenue Share, doesn't include Title Sponsorship Revenue Share)			-\$784,350.56
	Operating Defecit	Title Sp. Rev Share	Rev Share Balance
TOTAL	-\$978,541	\$1,200,000	\$221,459
Arlington Share	-\$11,942	\$14,645	\$2,703
Boston Share	-\$571,267	\$700,554	\$129,286
Brookline Share	-\$23,641	\$28,992	\$5,350
Cambridge Share	-\$180,588	\$221,457	\$40,870
Chelsea Share	-\$9,353	\$11,470	\$2,117
Everett Share	-\$20,351	\$24,957	\$4,606
Malden Share	-\$6,430	\$7,886	\$1,455
Medford Share	-\$20,154	\$24,715	\$4,561
Newton Share	-\$20,522	\$25,166	\$4,644
Revere Share	-\$9,186	\$11,265	\$2,079
Salem Share	-\$18,581	\$22,787	\$4,205
Somerville Share	-\$71,447	\$87,616	\$16,169
Watertown Share	-\$15,078	\$18,491	\$3,412

DRAFT

BIKE SHARE AGREEMENT

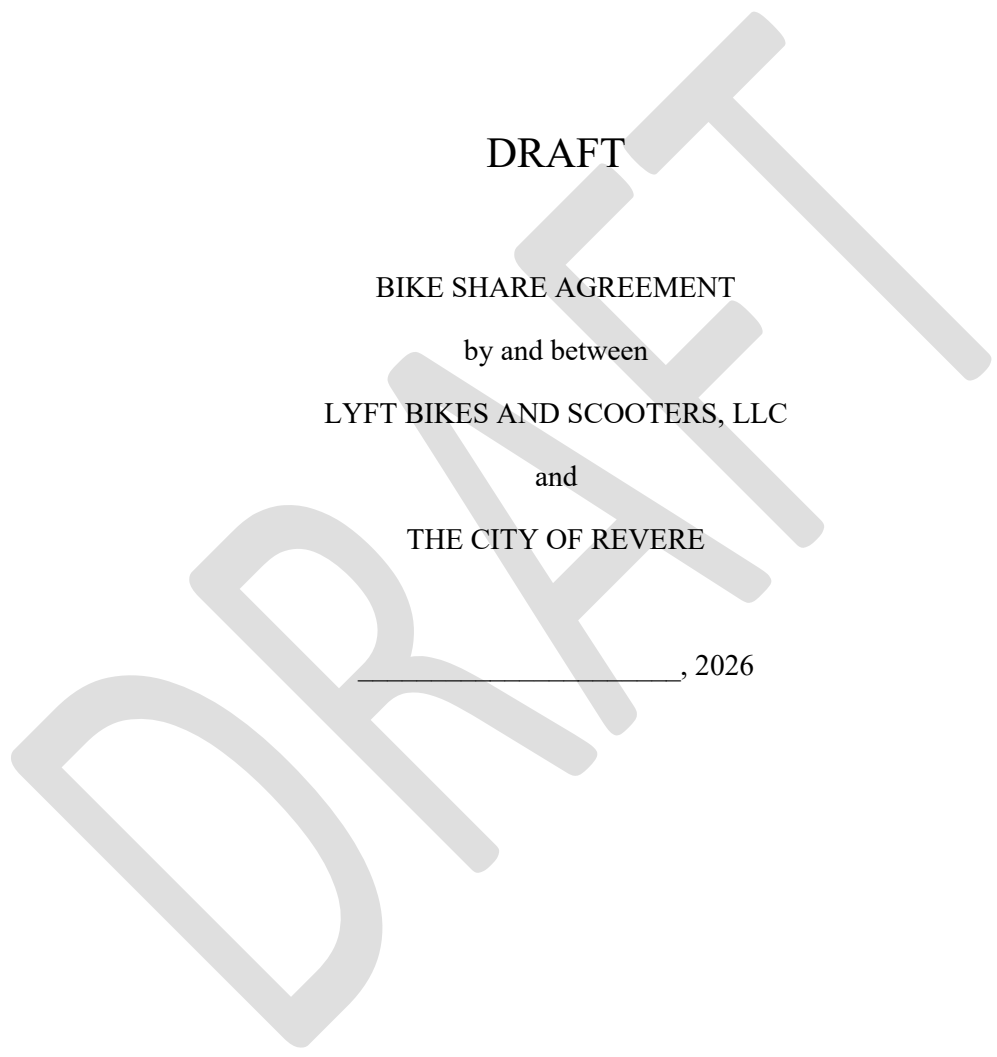
by and between

LYFT BIKES AND SCOOTERS, LLC

and

THE CITY OF REVERE

_____, 2026



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BIKE SHARE AGREEMENT

This agreement (“**Agreement**”), effective as of the date of last signature below (“**Effective Date**”), is entered by and between Lyft Bikes and Scooters, LLC, a Delaware corporation with a principal place of business at 185 Berry Street, Suite 400, San Francisco, CA 94107 (“**Lyft**”) and the City of Revere, a municipal corporation with a principal place of business at Revere City Hall, 281 Broadway, Revere Massachusetts, 02151 (the “**City**”). The City and Lyft may be referred to herein individually as a “**Party**” or jointly as the “**Parties**.”

RECITALS

WHEREAS, the City endeavors to create a reliable, sustainable, accessible bicycle transportation system; and

WHEREAS, the City believes a robust bicycling culture is related to the long-term health and economic success of its residents and businesses; and

WHEREAS, in 2011 the City implemented a bicycle share system that has grown to a network of approximately 600 stations and that is available to residents and visitors at a low cost; and

WHEREAS, the bicycle share system has expanded into neighboring municipalities outside of the jurisdiction of the City and whereas the City participates in a regional bike share governance council to ensure commonly accessible and reliable bicycle share service across the metro-Revere region; and

WHEREAS, on or about April 22, 2025, the Metropolitan Area Planning Council (“**MAPC**”) an independent public body of the Commonwealth, on behalf of the City and other participating municipalities and pursuant to G.L. c. 7, § 22A, issued a Request for Proposals (together with subsequent clarifications, amendments, and addenda thereto, hereinafter referred to collectively as the “**RFP**,” which, together with Lyft’s proposal in response to the RFP (“**Lyft’s Proposal**”) are, subject to the order of priority set forth in Section 7.1, hereby incorporated by reference) that contemplated the grant of an exclusive right to operate a regional bicycle sharing system, including equipment purchasing, installation, maintenance and operations services, and the grant of a semi-exclusive right to sell sponsorship rights associated with a regional bicycle sharing system; and

WHEREAS, the RFP provided that the successful proposer, as evaluated and selected by the evaluation team, would obtain the right to negotiate a contract with each individual municipality participating in the collective procurement; and

WHEREAS, on or about August 26, 2025 MAPC selected Lyft as offering the most advantageous proposal of the responsive proposals submitted by responsible proposers;

NOW THEREFORE, in consideration of the respective covenants and promises contained herein, the Parties agree as follows:

DEFINED TERMS

Words that are capitalized, and that are not the first word of a sentence, are defined terms. A defined term has the meaning given it when it is first defined in this Agreement. Any of such defined terms, unless the context otherwise requires, may be used in the singular or plural, depending on the reference. Defined terms may be used together and the combined defined term has the meaning of the combined defined terms. A defined term that is a noun may be used in its verb or adjective form and vice-versa. Some defined terms are first defined in the text of this Agreement, and some are first defined in Exhibit A (Definitions), which

is a glossary of all defined terms in this Agreement. If there is any difference between the definitions of a defined term in the main body of this Agreement and a definition of that term in Exhibit A (Definitions), the definition in the main body of this Agreement controls.

1. Scope of work

1.1. **Scope of Work.** Lyft agrees to perform the services set forth in Exhibit B (Scope of Work) attached hereto, and as otherwise set forth in this Agreement (collectively, the “Work” or the “**Scope of Work**”) for the City’s portion of the regional bike share system (the “**Revere System**”). It shall be Lyft’s responsibility to provide both the specific services set forth in this Agreement and sufficient services to fulfill the purposes of the Work. Nothing in this Agreement shall be construed to limit Lyft’s responsibility to manage the details and execution of the Work. All Work shall be performed in compliance with the Contract Documents, subject to the order of priority set forth in Section 7.1. The Work performed under this Agreement shall be carried out in strict compliance with all applicable federal, state, and local laws and regulations, including, without limitations, all laws, regulations, and ordinances.

1.2. **Regional Nature of System.** The municipality-owned, metro-Boston bike share system (“**System**”) operates in municipalities outside the jurisdiction of the City of Boston. The City participates in the regional Boston Area Regional Bike Share Governance Council that includes Project Officers and other staff from the participating municipalities. The Council works to ensure a functional, interoperable, and sustainable System through shared decision-making and input on common processes, goals, and evaluations of the System.

Lyft is required to meet and cooperate with the Council. A Regional Memorandum of Agreement (“**Regional MOA**”) among the municipalities and Lyft establishes processes, goals, and decision-making methods for the System that are also relevant to this Agreement. The current Regional MOA, with an effective date of December 14, 2021, shall continue to govern unless and until a new Regional MOA is executed.

1.3. **Changes to Work.** Subject to Massachusetts procurement law, the City may order adjustments or changes to the Work consisting of additions, deletion, or other revisions. Such adjustments or changes to the Work by the City will not result in any change to the revenue-sharing agreement established between the City and Lyft, unless such adjustments or changes to the Work are material and the Parties have mutually agreed in writing to this Agreement memorializing any resultant changes. If any particular work or request therefor is not within the scope of the Work, or is a material change, or Lyft believes will call for more compensation to Lyft, then Lyft shall immediately notify the City Project Officer in writing of this belief. Within fifteen (15) business days after any change or event which Lyft believes calls for more compensation, Lyft shall provide to the City Project Officer a written proposal that sets forth: (i) a complete description of the particular work that Lyft believes is not within the scope of the Work; (ii) the amount of additional compensation claimed; (iii) the basis for such claimed additional compensation; and (iv) all supporting documentation for the amount. If such change impacts the bike share system beyond the Revere System, changes to the regional Memorandum of Agreement may also be required. Lyft will not be required to undertake, and will not be compensated for, performing any work that is not within the scope of the Work or that constitutes a material change to the Work unless: (i) a written proposal complying with this Section 1.3 has been submitted within the time specified above; (ii) such change has been discussed and agreed upon by the Council, if applicable; (iii) a written amendment has been signed by the City and Lyft; and (iv) a City Purchase Order is issued covering the cost of the work to be provided under the amendment.

1.4. **Inspection.** The City and its agents and representatives have the right at any reasonable time to inspect any portion of the Work, including examination of all materials, plans, specifications, drawings, and other matters relating to the Work, in order to verify that the Work is progressing in an expeditious and continuous matter; provided, however, such inspection by the City is solely for the purpose of protecting

the City's rights and interests and will under no circumstances impose any liability on the City.

1.5. **Correction of Defective Work.** Subject to the terms and conditions hereof, and further subject to any responsibilities of the City or third parties as set forth in the Statement of Work, Lyft shall be solely responsible for the correction of defective or non-conforming Work.

1.6. **Suppliers.** If and where applicable, Lyft or the City may negotiate and enter into Supply Agreements with Suppliers subject to and in accordance with the applicable terms hereof. Lyft shall not be liable to the City for the performance, acts or omissions of the Suppliers, provided that, following Equipment Acceptance, Lyft shall ensure during the Term that the Capital Equipment performs in accordance with specifications for such Capital Equipment as specified in the Supply Agreements (except to the extent the failure of such Capital Equipment arises out of a Supplier Defect or a Force Majeure Event). Unless otherwise agreed, Lyft shall not be obligated to operate equipment for which the City has procured from a third party supplier.

2. System Funding and Uses; Payments; Reporting

2.1. **Source of Funding.** Except as otherwise specified in this Agreement, Lyft shall perform the Work at its expense. The City is not responsible for any costs of performing the Work, including but not limited to operations, except for the Capital Equipment and Additional Services that are described in Exhibit C (Pricing Sheet) or as otherwise set forth herein.

2.2. **Sponsorship Funds.** Subject to and in accordance with the terms hereof, Lyft shall have the right to procure Sponsors for the System as more particularly described in Exhibit B (Scope of Work). The Parties will collaborate regarding efforts to secure Sponsors including identifying target Sponsors, developing pitch materials and strategies, and participating in initial sales meetings and conference calls with prospective Sponsors.

2.3. **Public Funds.** The City's Revenue Share; revenue received by the City from sponsor agreements; municipal funds; funds paid to the City under the Intersection Agreement or other advertising agreements (other than any advertising funds subsequently agreed between the Parties to belong to Lyft) and other funds paid directly to the City are collectively considered "Public Funds" hereunder. For the avoidance of doubt, Public Funds are not subject to revenue sharing. The City may use some portion of its Public Funds to pay Lyft for Services and Capital Equipment as described in Exhibit C (Pricing Sheet).

2.3.1. Lyft shall honor through the ends of their terms all aspects of (i) Existing Sponsor Agreements and (ii) Group Membership and Group Subscription discounts, including in each case those that have indefinite terms; provided, however, that the City may not enter into any new such agreements that would conflict with the rights of the Title Sponsor.

2.3.2. The City may provide additional funding for the Revere System through, but not limited to, government and agency funds; grants provided by philanthropic organizations; donations from institutions or other entities; advertisements within the City's Map Frames; and/or mitigation from development.

2.4. **Conditions to Sponsorship Agreements.** The City, participating in the Council and according to the processes set forth in the Regional MOA, shall have the right to approve the Title Sponsor prior to the execution of a binding Sponsorship Agreement. Preference will be given to Title Sponsors that are brand-aligned (e.g., promote active, healthy living) or brand-neutral (e.g., generally unrelated fields such as finance). Title Sponsors that are potentially against brand are discouraged. Subject to the Title Sponsor approval requirement described in this Section 2.4, Lyft may enter into Sponsorship Agreements that conform to the following requirements and any other applicable requirements of this Agreement:

2.4.1. Lyft may offer exclusive rights to the Title Sponsor and Secondary Sponsors, in Lyft's reasonable discretion based on the amount of the financial commitment of each such Sponsor to the System.

2.4.2. Lyft may exercise its rights to sell Secondary Sponsorships hereunder either directly or through a sponsorship agency, provided that Lyft shall retain all responsibility for fulfilling the obligations hereunder at its own cost notwithstanding the engagement of any such sponsorship agency;

2.4.3. Lyft shall have the right to provide Sponsors with incentives and other promotional elements related to the System as consideration for a Sponsor's support of the System, provided that such incentives conform to all applicable provisions of local, state, and federal law, including discounts on standard pricing for all products and free memberships.

2.4.4. Nothing contained herein shall require Lyft to enter into Sponsorship Agreements unless all of the terms therein are acceptable to Lyft.

2.4.5. The Parties agree that no entity shall be approved as a Sponsor hereunder if such entity (whether a business or other organization) restricts membership or access based upon any category protected under local, state, or federal law.

2.4.6. Each Sponsorship Agreement shall expressly provide that:

(a) Upon a breach and failure to cure by Lyft of the Sponsorship Agreement, the City shall have the right (but not the obligation) to cure any breach of Lyft under such Sponsorship Agreement;

(b) That the City shall have no liability to the Sponsor or any third party as a result of or arising out of the acts or omissions of Lyft, its officers, agents, employees or contractors under the Sponsorship Agreement or in connection with the Revere System or the System;

(c) Sponsor will indemnify the City for any negligent act or omission of Sponsor under the Sponsorship Agreement;

(d) The Sponsorship must comply with the Sponsorship Policy and that no provision of the Sponsorship Agreement shall be valid and binding to the extent that such provision is inconsistent with any of the terms of the Sponsorship Policy that are for the benefit of the City; and

(e) Lyft may not assign the Sponsorship Agreement to any other party (other than to a parent, subsidiary or affiliate of Lyft) without the City's written approval of such assignment in the City's reasonable discretion.

2.4.7. Lyft shall make commercially reasonable efforts to include in each Sponsorship Agreement a provision allowing for assignment of such Sponsorship Agreement to the City upon mutual agreement of Lyft and the City.

2.5. **Approval of BCBSMA.** The Parties agree and acknowledge that Blue Cross Blue Shield of Massachusetts ("BCBSMA") has been approved as Title Sponsor.

2.6. **Sponsorship Policy.** Lyft acknowledges and agrees that the following Sponsorship Policy ("Sponsorship Policy") applies to all Sponsors and all components of the System:

2.6.1. Any content provided by the Sponsor which is in violation of any law, or violates any regulation or formal written rule of the City of Revere, or is false, misleading or deceptive, contrary to moral or ethical standards, or contrary to community standards is prohibited. The City of Revere prohibits tobacco advertising and alcohol advertising within a one hundred foot (100') radius around the entrances and exits of schools, places of worship, and parks. All other alcohol advertising shall be presumptively in contravention of moral, ethical and community standards, but may be permitted by the City of Revere (only

by prior written approval) in any specific instance, in the exercise of rigid scrutiny and in the City of Revere's sole discretion;

2.6.2. Any type of content which is false and/or misleading, which promotes unlawful conduct or illegal goods, services or activities, or which is otherwise unlawful or obscene by objective community standards shall be prohibited. In this regard, any content which constitutes the public display of patently offensive sexual material is hereby deemed obscene, in contravention of moral, ethical and community standards shall be prohibited;

2.6.3. Unless otherwise agreed to by the City, recognition of Sponsors on Bicycles or Docks is limited to text of Sponsor name, including font treatment, and logo, but may not include corporate slogans, contact information or text suggesting a call to action by consumers. Public interest messaging that the City determines to be non-commercial in nature may also be included. Sponsors may elect to provide the same allowable information from a non-profit organization of their choice as long as the non-profit organization meets all the other Sponsorship Policy criteria and provides services within the City's boundaries; and

2.6.4. If Sponsor recognition on System website, mobile application and social media sites includes public interest messaging or promotional offers to Subscribers and users from Sponsors, Lyft shall provide users a clear and simple way to opt out of such public interest messages and/or promotional offers.

2.7. **Sponsorship Administrative Fee.** Lyft will pursue Title Sponsorship using either its own employees or subcontractors to execute such elements of the Work; provided, however, that if Lyft uses a subcontractor and hires such subcontractor (i) within four (4) months of the Effective Date, then Lyft will be responsible for paying any broker fee of such subcontractor, and (ii) on or after four (4) months after the Effective Date, then Lyft may pay such subcontractor, out of the gross proceeds of the Title Sponsorship, a Sponsorship Administrative Fee of up to 15% of the gross Title Sponsorship fee. Notwithstanding the foregoing, for any subsequent Title Sponsorship after the first Title Sponsorship, Lyft will be responsible for paying any broker fee of a Title Sponsorship subcontractor.

2.7.1. **Funding Types without Sponsorship Administrative Fees.** Lyft shall have no right to a Sponsorship Administrative Fee on the following types of funding: Secondary Sponsorships; government and public agency funds; funds provided by philanthropic and service organization grants or loans, such as foundations or nonprofit organizations; any other funding granted solely to the City; and gifts to the City provided for non-monetary consideration.

2.8. **Subscriber Pricing Plan.** Lyft may charge applicable taxes, including sales tax on all Subscriber and Usage Fee rates. The Subscriber and Usage Fees and other fees charged to Subscribers shall be as set forth as in Exhibit B (Scope of Work) for the beginning of the Term, and may be amended from time to time in accordance with the Regional MOA.

2.8.1. **Annual and Monthly Subscribers.** Lyft shall at minimum provide (i) an annual subscription with unlimited classic bike trips for an initial free ride time per trip and (ii) a monthly subscription with unlimited classic bike trips for an initial free ride time per trip. Overage fees shall apply to trips of more than the applicable initial free ride time. Annual subscribers shall be able to pay on a monthly basis, so long as total annual costs do not exceed a one-time payment for the subscription by more than 20%. Such subscription shall include an initial free ride period as outlined in Section 28.1 of Article II (System Operations) of Exhibit B: Scope of Work.

2.8.2. **Group Subscribers.** Lyft shall at minimum provide a subscription to corporations or other entities that establish an account through which such entity's individual employees, residents, students, and/or other related affinity group may become a subscriber at a discounted rate. Such subscriptions shall include unlimited classic bike trips for an initial free ride time. Overage fees shall apply to trips of more than the initial free ride time. Such subscription shall include an initial free ride period as outlined in Section

28.1 of Article II (System Operations) of Exhibit B: Scope of Work.

2.8.3. **Low-Income Subscribers.** Lyft shall at minimum provide to low-income Subscribers a discounted annual subscription and a discounted monthly subscription with unlimited classic bike trips for an initial free ride time per trip. Overage fees shall apply to trips of more than the initial free ride time. Annual low-income subscribers shall be able to pay on a monthly basis. Such subscription shall include an initial free ride period as outlined in Section 28.1 of Article II (System Operations) of Exhibit B: Scope of Work.

2.8.4. **Casual Subscribers.** Lyft shall provide at least one option for individuals to purchase a short-term Subscription to the System. Such subscription could be a 24-hour subscription to the System that includes unlimited trips of an initial free ride time per trip with overage fees for trips of more than the initial free ride time. Governance Council approval is required to eliminate any existing short-term subscription offerings as of the Effective Date.

2.8.5. **Overage Fees.** An overage fee shall be charged to all subscribers who take trips longer than the initial free ride period allowed by their subscription type.

2.8.6. **Municipal Employee Subscribers.** Lyft shall make a specific group membership available only to employees of the City, wherein employees will be eligible to purchase an annual subscription at a 30% discounted rate. Such subscription shall include an initial free ride period as outlined in Section 28.1 of Article II (System Operations) of Exhibit B: Scope of Work. Overage fees shall apply to trips of more than the initial free ride period. The City shall not pay Lyft any funds in addition to those received by Lyft directly from the employee who subscribes. Subscribers shall be responsible for any fees associated with the subscription.

2.9. **System Revenues.** Lyft shall collect and retain all System Revenues, which, for the avoidance of doubt, shall include any Deferred Revenue (as hereinafter defined) collected under the Original Program Agreement (as hereinafter defined). Lyft shall report System Revenues to the City in accordance with the reporting requirements set forth herein. “**Deferred Revenue**” means the sum of the revenues for each annual subscription sold under the Original Program Agreement or the Program Agreement, in proportion to the number of days remaining on each such annual subscription as of the date with respect to which such calculation is performed. For example, the Deferred Revenue with respect to an annual subscription sold for \$100 on March 15, 2026, calculated as of the Effective Date would be \$95.34, calculated as follows: $(365-17)/365 \times \$100$. “**Original Program Agreement**” means that Bike Share Agreement by and between the Parties dated as of April 18, 2017 as amended by that certain first amendment dated as of November 7, 2018 and that certain second amendment dated as of December 13, 2023.

2.9.1. **Deferred Revenue Upon Termination.** In the event of (i) an early termination of this Agreement, or (ii) expiration of this Agreement, then within thirty (30) Days of such Termination Date or expiration date, as applicable, Lyft shall pay to the City or, at the City’s direction, to a successor operator of the Revere System, the sum of Deferred Revenue calculated as of such Termination Date or expiration date, as applicable.

2.10. **Revenue Sharing.**

2.10.1. **Payments to the City.** Within 90 days following the end of each Contract Fiscal Year during the Term, Lyft shall accrue in accordance with Section 2.10.2 below or, if so directed, directly pay to the City, an amount equal to the City’s share, as determined by the Regional MOA, of:

(a) (i) one hundred thousand dollars (\$100,000) per month in Title Sponsorship Funds through April 30, 2031 and an additional two hundred thousand dollars (\$200,000) in Title Sponsorship Funds through May 17, 2031, and (ii) after May 17, 2031, 30% of any Title Sponsorship Funds received,

each subject to the terms of this Section 2.10. For the avoidance of doubt, Title Sponsorship Revenue Share payments to the PMs through May 17, 2031 shall be as follows:

<u>Period Start</u>	<u>Period End</u>	<u>Title Sponsorship Revenue Share</u>
April 1, 2026	June 30, 2026	\$300,000
July 1, 2026	June 30, 2027	\$1,200,000
July 1, 2027	June 30, 2028	\$1,200,000
July 1, 2028	June 30, 2029	\$1,200,000
July 1, 2029	June 30, 2030	\$1,200,000
July 1, 2030	May 17, 2031	\$1,200,000

(b) 30% of the Secondary Sponsorship Funds received per month, subject to the terms of this Section 2.10; and

(c) 5% of Casual Subscriber Revenues for such Contract Fiscal Year (together with the amounts described in subsection (a) of this section, the City’s “Revenue Share”).

2.10.2. **Revenue Share Accrual.** Lyft will accrue funds owed to the City for its Revenue Share and will track and report the amounts due to the City (with such amounts deemed the “Revere Revenue Share”) as part of the monthly Revenue Report. Lyft shall report to the City on a monthly basis and shall provide a Monthly Revenue Report and a Revenue Share balance for the City. The City may, at any time, satisfy payment obligations to Lyft under this Agreement by directing Lyft in writing (which may be in the form of email), to withdraw funds from the Revere Revenue Share. Upon the expiration or termination of this Agreement, the entire balance of the Revere Revenue Share (i.e. the amounts owed to the City) shall be transferred to the City.

2.10.3. **Sponsorship Revenue Share.** For the duration of any sponsorship agreement between a Sponsor and Lyft, as long as such Sponsor has made in full all anticipated payments under such contract for such year, Lyft will pay to each PM its share, as determined by the Regional MOA, of the amount set forth in Section 2.10.1(a). These payments will be made in equal quarterly installments in accordance with Section 2.10.2. The Parties agree and acknowledge that Lyft shall also owe to each OM its share, as determined by the Regional MOA, of any unpaid sponsorship revenue share from the Program Agreement which expired on April 1, 2026.

2.10.4. **Electrification Reinvestment Funds.** In addition to the payments to the City under Section 2.10.1, within 120 days of the three (3) year anniversary of the Effective Date, if the Title Sponsor has made in full any payment required under the contract with such Title Sponsor to such date, Lyft will pay to each PM its share, as determined by the Regional MOA, of Electrification Reinvestment Funds in an amount equal to two million dollars (\$2,000,000), if 10% dock electrification in mutually agreed locations has been met. If 10% dock electrification in mutually agreed upon locations has not been met, the PMs shall receive a prorated amount of the Electrification Reinvestment Funds. For example, if 5% of docks have been electrified then the PMs shall receive Electrification Reinvestment Funds equal to half of \$2,000,000 (or \$1,000,000). The funds shall be used solely on mutually agreed upon system reinvestment. If Lyft and the City are not able to agree on system reinvestment, the City may use the funds for capital equipment purchase, state of good repair or rider subsidy.

2.11. **Operations Costs.** Lyft acknowledges and accepts the risk of an operating loss. Under no

circumstances will the City reimburse Lyft for any such losses.

2.12. Invoicing.

2.12.1. **Taxes.** The City, as a municipal corporation and political subdivision of the Commonwealth of Massachusetts, is a tax-exempt unit of local government under the laws of the Commonwealth of Massachusetts. Prices must not include federal, state, local, or other taxes designated now or hereafter. To the extent that any tax applies in connection with the provision or operation of the Revere System, Lyft shall be responsible for the payment of such tax and all activities related thereto. No provision of this Agreement shall be construed to provide Lyft or any of its subcontractors with an exemption, exclusion, deferral, offset, or other relief from any assessment, tax, levy, or penalty which is now or which may hereafter be authorized by law.

2.12.2. **Invoicing.** Lyft shall submit any invoices in a timely fashion and in accordance with any deadlines set forth in this Agreement. The City and Lyft may agree on alternative mutually beneficial timelines for invoicing. In no event may any invoice reflect charges in excess of the applicable prices set forth in Exhibit C (Pricing Sheet). Lyft shall provide invoices in PDF form, delivered electronically to the Project Officer. Invoices will not be processed for payment until receipt of a properly completed and accurate invoice. Invoice payment terms, including any offered prompt payment discounts, shall start on the date of the invoice. Invoices shall be paid by the City within forty-five (45) days of the date of the invoice.

2.13. **Financial Reporting, Invoicing and Accounting.** All Lyft financial reports and invoices must be timely and accurate. Lyft shall provide a clear running Revenue Share balance for the City on a monthly basis.

3. License; Ownership

3.1. **License to Operate.** Subject to the terms and conditions set forth in this Agreement, the City hereby grants to Lyft an exclusive license to operate a Bike Share System within the municipal boundaries of Revere (the “**License**”). This right does not apply to traditional bike rental systems or to shared cargo or shared e-cargo bike programs. The License will cease upon expiration or termination of the Agreement. Lyft has no property interest in or to the System other than (a) the License, which expires upon the termination of this Agreement; and (b) all titles in and to System components purchased exclusively with Lyft Funds (if any).

3.2. **License to Use System Marks, City Marks, Sponsor Marks, and Lyft Marks.** Subject to the terms and conditions set forth in this Agreement, the City and Lyft agree to cooperate to license and or sub-license, their respective interests in the City Marks, the System Marks, the Sponsor Marks, and/or the Lyft Marks (as applicable) for use in association with promoting the System.

3.3. **Ownership.** The City is the sole owner of, and holds title to, all components of the Revere System purchased with Public Funds, free and clear of all liens, encumbrances, financing statements, and rights of third parties or entities (except to the extent such components include licenses from third parties, such as, for illustrative purposes only, a license to use the software of the Supplier to operate the System, or to the extent such components are subject to patents of Lyft or third parties in connection with the design and manufacture thereof). Lyft acknowledges and agrees that the City has the right to file UCC financing statements, instruments, and documents and such other action as may be required to perfect or continue the perfection of the City’s interest in that portion of the System purchased with Public Funds. Lyft will own any bicycle share equipment, spare parts, tools and other materials that Lyft purchases exclusively with its own funds, provided that Lyft has received explicit consent in writing from the GC for the purchase of any bicycle or station equipment to be deployed in the System, with the exceptions of spare parts to the extent

they have been incorporated into the Capital Equipment (“**Lyft Equipment**”); provided, however, that upon expiration or termination of this Agreement, Lyft will offer the City the opportunity to purchase Lyft Equipment at its fair market value, as such value is mutually agreed between the Parties, or if the Parties cannot reach an agreement, then as such value is determined by a third-party appraiser jointly selected and paid for equally by the Parties. Lyft shall purchase all Capital Equipment in the City’s name in quantities mutually agreed upon between Lyft and the City. Capital Equipment and Lyft Equipment must be purchased separately to allow for clear attribution of ownership.

3.4. **News Releases and Public Announcements.** Subject to the terms hereof, the Parties shall work together (and with the Council and Title Sponsor, if and as applicable) to issue press releases, written public statements, and respond in writing to media inquiries regarding this Agreement and the System; provided, however, that the City may independently issue press releases, written public statements, or marketing communications regarding this Agreement and the System that do not mention any Sponsor with whom Lyft has entered a Sponsorship Agreement, other than as part of the System name.

Except as otherwise specified herein, no Party shall make any statement to the press or issue any material for publication through any medium of communication with respect to the System or this Agreement without prior written approval of the other Party hereto, provided, however, that, (a) in the event of any operation matters pertaining to the System that are time-sensitive and outside the usual course (such as closing for weather), Lyft shall have the right to make announcements to Subscribers and on the System website/mobile application regarding such matters without the prior approval of the City, (b) nothing contained herein shall limit Lyft’s right, in the performance of its obligations hereunder, to make announcements and issue statements to promote the System, System-related events, and promotions for the purpose of promoting the System, including in connection with the use of City Marks, System Marks, and/or Sponsor Marks, and (c) nothing contained herein shall limit the right of City personnel outside of the Revere System project staff to respond orally to spontaneous press inquiries regarding the System. In making any such announcements, Lyft shall speak on behalf of the System, not on behalf of Lyft.

Except with respect to the performance of its obligations hereunder or in promoting the System or bike share generally, Lyft shall not use in its external advertising, marketing programs, or other public promotional efforts, any data, pictures, or other representations of the System, except with prior specific written authorization from the City. Any approvals required under this Section 3.4 shall not be unreasonably withheld.

4. **Intellectual Property**

4.1. **System Marks.** Pursuant to a Title Sponsor Agreement, as of execution of this Agreement, BCBSMA owns the System Marks and has granted Lyft an exclusive license to use the System Marks. In the event that a new Title Sponsor is chosen, the Title Sponsor will create and select the official name and logo of the System, which shall be part of the System Marks, subject to approval by Lyft and the PMs, which approval shall not be unreasonably withheld. The PMs will provide initial guidance to the Title Sponsor prior to the creation and selection of the official name and logo of the System. The PMs or the Title Sponsor shall be responsible at their own cost and expense for clearing, registering, and maintaining active registrations for such System Marks, as further set forth in the Regional MOA. System Marks that do not incorporate Sponsor Marks shall be the Intellectual Property of the PMs, unless otherwise agreed to or approved by the PMs. The City acknowledges that the System Marks may or may not include City Marks and may consist of or incorporate Sponsor Marks. Subject to the terms hereof, Lyft shall have the right to sublicense the System Marks to Sponsors for the purpose of promoting and raising funds for the System as contemplated herein. The PMs shall grant to Lyft a non-exclusive, royalty-free license to use and sublicense the System Marks in connection with the System for the Term. Any newly created System Mark shall be the Intellectual Property of the PMs except to the extent that it is or incorporates the Intellectual Property

of a Sponsor or Lyft.

4.2. **City Marks.** The City hereby grants to Lyft a non-exclusive, royalty-free license to use, during the Term, the City Marks and Intellectual Property of the City to, upon prior written approval of the City, operate and promote the System in accordance with the terms hereof. Upon expiration or termination of this Agreement, Lyft's license in and to City Marks and Intellectual Property of the City will be immediately terminated and Lyft shall cease use of the City Marks and Intellectual Property of the City. If requested by the City, all physical, electronic, and other tangible representations of same will be destroyed or returned to the City at no additional cost or expense to the City.

4.3. **Lyft Marks.** Lyft hereby grants to the City a non-exclusive, royalty-free license to use (and, if applicable to sublicense to Sponsors to use), during the Term, the Lyft Marks to, upon prior written approval of Lyft, promote the System in accordance with the terms hereof. Upon expiration or termination of this Agreement, the City's license in and to Lyft Marks will be immediately terminated and the City shall cease use of the Lyft Marks and Intellectual Property of Lyft.

4.4. **Sponsor Marks.** Lyft and/or the City, as applicable, will each obtain or assist the other Party in obtaining non-exclusive licenses or sublicenses to use, during the Term of any Sponsorship Agreement (including the Title Sponsorship Agreement), any and all of the Sponsor Marks to promote the System in accordance with the terms hereof; provided, however, that each Party's use of Sponsor Marks will comply with reasonable quality control measures required by a Sponsorship Agreement to which the City, Lyft, and the Sponsor have given their advance written approval. Upon expiration or termination of this Agreement, unless otherwise agreed to in writing by the Parties and each Sponsor, each Party's license in and to Sponsor Marks will be immediately terminated and each Party shall cease use of the Sponsor Marks and Intellectual Property of Sponsor.

4.5. **Approvals.** In order to maintain consistency and quality with respect to the style and appearance of the City Marks and the Lyft Marks, before (a) commencing production of any commercial or other advertisement, promotion, or other materials for use hereunder using any of the City Marks by Lyft or any of the Lyft Marks by the City, or (b) releasing any advertising, publicity, or press releases or other press materials using any of the City Marks by Lyft or any of the Lyft Marks by the City (subject to Section 3.4 hereof), the producing/releasing Party shall submit as applicable, the concept, artwork, design, text, and/or photographs for same to the other Party hereto at least five (5) business days prior to production or release of such item for review (approval not to be unreasonably withheld). In addition, the Parties agree that they shall review concepts and designs of any advertising, promotional or other materials using the other Party's Marks at regularly scheduled marketing meetings. Under no circumstances shall a use of any Party's Marks be approved which reflects unfavorably upon or disparages any Party hereto or a Sponsor; provided however, that the foregoing clause is not intended to prevent any Party from expressing its opinion regarding its experiences in contracting with or engaging in a business relationship with another Party or a Sponsor. All approvals shall be in writing (confirmed e-mail communication shall be sufficient). In the course of performing its obligations or exercising its rights hereunder, each Party may request that the other Party provide certain material (e.g., camera-ready artwork for such Party's Marks, as applicable) in connection with the development of promotional material hereunder (including but not limited to the development of signage and print and other media promotional materials). Each Party agrees to provide such material as reasonably requested by the other Party for such development, in a timely manner and free of charge, provided it has such material in its possession.

4.6. **Intellectual Property Acknowledgement and Protection.** Each Party acknowledges that it acquires no title or interest in the Intellectual Property of the other Party by virtue of the licenses set forth herein. Any goodwill attaching to the use of the Intellectual Property of any Party hereto as it appears in materials created by any Party hereto shall be the sole property of the owner of such Intellectual Property

or its designees and is hereby irrevocably assigned to such owner or its designees. Each Party shall cause to appear on all advertising and promotional materials used in exercising the rights (to the extent such materials use the Marks of the other Party) hereunder appropriate copyright and/or trademark notices as designated by the other Party. Neither Party shall, during the Term or thereafter, attack the rights or interests of the other Party or its designees in and to the Intellectual Property of the other Party. The Parties agree to reasonably assist each other in protecting the System Marks, including but not limited to reporting to the other Party any material infringement or imitation of System Marks of which it becomes aware.

4.7. **Copyright.** The copyright to any work developed under this Agreement by Lyft exclusively for the City or the PMs jointly (“**Work Product**”) will be the exclusive property of the City; provided that Lyft has agreed in writing to exclusively develop such work through a change order or statement of work and that the development of the work is subject to written terms and conditions. The City agrees to grant to Lyft a royalty-free, nonexclusive, worldwide and irrevocable license to use, solely in connection with the operation of the Revere System during the Term, any such copyright developed by Lyft solely for the City. Lyft does not convey to the City, nor does the City obtain, any copyright to any works that were created or produced separate from this Agreement, were preexisting material (not already owned by the City) or contain any preexisting material, or were created or produced by Lyft for application in a different system operated by Lyft.

4.8. **Patent.** If during the Term, Lyft agrees in writing, through an accepted change order or statement of work, to create for use specifically and exclusively in the Revere System any patentable items, processes or inventions (other than any Intellectual Property of Lyft existing as of the Effective Date), then Lyft shall promptly notify the City of such patentable items. The City shall own such patentable item, process or invention as its Intellectual Property and the City agrees to grant to Lyft a royalty-free, nonexclusive and irrevocable license to use such patentable item, process or invention solely in connection with the operation of the Revere System during the Term, provided, however, such arrangement shall be subject to mutually agreeable written terms and conditions. Lyft does not convey to the City, nor does the City obtain, any right to any patentable items, processes or inventions utilized by Lyft that were created or produced separate from this Agreement, were preexisting material (not already owned by the City) or contain any preexisting material, or were created or produced by Lyft for application in a different system operated by Lyft. Without limiting the foregoing, the City acknowledges and agrees that the sale of the Capital Equipment to the City are sales that do not result in any exhaustion of any patent or other intellectual property rights in the Capital Equipment.

4.9. **Third Party Intellectual Property.** Lyft covenants to save, defend, hold harmless and indemnify the City, and all of its officers, officials, departments, agencies, agents and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and reasonable attorney’s fees), charges, liability or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured, supplied or used in the performance of this Agreement, including its permitted use by the City. If Lyft uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that Lyft is responsible for any royalties or costs arising from the use of such design, device, or materials in any way involved with the Work.

5. Term and Termination; Default

5.1. **Term.** This Agreement and the Work hereunder will commence on the Effective Date and shall remain in effect, unless earlier terminated in accordance with the terms of this Agreement, until the date that is five (5) years after the Effective Date (“**Initial Term**”). This Agreement may thereafter be renewed by the City, in its sole discretion, for up to two (2) successive periods of two (2) years each (each a “**Renewal Term**”) (the Initial Term together with all Renewal Terms, the “**Term**”).

5.2. **Renewal.** Twelve (12) months prior to the end of the Initial Term or the first Renewal Term, the City shall evaluate Lyft to determine whether a renewal is beneficial to the City. Among other factors, such evaluation shall consider:

- Success in securing Sponsorships to support the System’s continued expansion and operation;
- Execution of comprehensive marketing strategies that grow enthusiasm for the System;
- Growth in Subscriptions and trips;
- Demonstrated commitment to equity in bikeshare;
- Ability to deliver, on time, Capital Equipment for guaranteed expansion and ad-hoc expansion and repair;
- System reliability, as measured by increased number of available bikes and docks;
- Satisfactory maintenance of Capital Equipment and Rental Sites;
- Positive user experience through call center, website, and mobile application;
- Accuracy of financial reporting;
- Timeliness of monthly reports; and
- Cooperation with the Council.

The City shall provide Lyft nine (9) months’ advance written notice of renewal.

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5.3. **Termination for Convenience.** The City may terminate this Agreement, in whole or in part, whenever the City determines that such termination is in the City’s best interests. Any such termination shall be effected by the delivery to Lyft of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which the Agreement is terminated and the Termination Date, provided, however, that no termination for convenience will be effective until Lyft’s receipt of the Termination for Convenience Fee (as defined below). Upon receipt of a termination notice for the City’s convenience, Lyft shall promptly discontinue all efforts to purchase or site Capital Equipment. Lyft’s acceptance of the Termination for Convenience Fee shall act as a full and final release of any claim by Lyft against the City arising out of early termination of this Agreement under this Section 5.3.

Sections 5.3 and 5.4 apply only to termination for convenience. The City retains the right under the Agreement to terminate the Agreement and the License for cause in accordance with Section 5.6, and termination for cause does not obligate the City to pay the Termination for Convenience Fee.

5.4. **Process upon Termination for Convenience.** If the City exercises its right to terminate the Agreement pursuant to Section 5.3, then in addition to amounts owed under this Agreement for Work performed in accordance with the Agreement prior to the Termination Date, the City will pay Lyft, as the “Termination for Convenience Fee,” the lesser of (i) the not-to-exceed amounts set forth in Section 5.5, and (ii) the sum of the following amounts described in Sections 5.4.1 through 5.4.3:

5.4.1. an amount equal to 15% of the balance of any Title or Secondary Sponsorship Funds to be paid to Lyft under any Sponsorship Agreement, assuming in each case that such Sponsorship Agreement were to stay in effect for the duration of its full term (including renewals), provided in each case that the relevant Sponsor has agreed (whether by assignment of its Sponsorship Agreement to, or by entering into a new agreement with, the City or a Replacement Operator) to continue paying sponsorship funds in connection with such sponsorship; and

5.4.2. Lyft’s actual cost of (i) any non-cancelable material and equipment that is not capable of use except in the performance of the terminated Work and has been specifically procured for the sole purpose of this Agreement but not incorporated in the terminated Work; (ii) any termination costs or penalties under any third-party agreement related to the Work, including any lease for real property; (iii) any breakage, default, or pre-payment expenses under any financing arrangement related to the Work or under any Sponsorship Agreement; and (iv) winding down its operations in the metro Revere area, including severance. Lyft shall make commercially reasonable efforts to mitigate its costs described in this Section 5.4.3. Lyft shall provide documentation of its costs described in this Section 5.4.3 within thirty (30) days of receipt of a notice of termination for convenience. If the City objects to any information or figures provided in such documentation, the City shall state its objections in writing within fifteen (15) days. The Parties will work in good faith to resolve, clarify, or provide further documentation of any disputed information.

5.5. **Not-to-Exceed Amounts.** The Termination for Convenience Fee shall in no event exceed the following amounts, as applicable depending on the Termination Date:

On or before June 30, 2027	\$2,992,200
July 1, 2027 - June 30, 2028	\$2,661,450
July 1, 2028 - June 30, 2029	\$2,330,700
July 1, 2029 - June 30, 2030	\$1,999,950
July 1, 2030 - June 30, 2031	\$1,669,200

5.6. **Termination for Cause.**

5.6.1. **Default by the City.** The City shall be in default under this Agreement if: (i) the City breaches a material provision of this Contract other than any payment obligation by the City, whether by action or inaction, and such breach continues and is not remedied within forty-five (45) days after the City receives written notice from Lyft specifying the breach; provided, however, that in the case of a breach that cannot with due diligence be cured within forty-five (45) days, the City shall not be in default hereunder if and so long as the City commences the cure within forty-five (45) days after the City receives written notice from Lyft and thereafter diligently prosecutes such cure to completion, or (ii) the City breaches any payment obligation hereunder.

5.6.2. **Default by Lyft.** Lyft shall be in default under this Agreement if Lyft breaches a material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within forty-five (45) days after Lyft receives written notice from the City specifying the breach; provided, however, in the case of a breach that cannot with due diligence be cured within forty-five (45) days, Lyft shall not be in default hereunder if and so long as Lyft commences the cure within forty-five (45) days after Lyft receives written notice from the City and thereafter diligently prosecutes such cure to completion.

5.6.3. **Termination in the Event of Default.** If a default occurs, then, in addition to such other remedies as may be available at law or in equity or under any other terms of this Agreement, the non-defaulting Party may terminate this Agreement by providing to the defaulting Party a written notice of termination, including an effective date of termination that is no less than thirty (30) days from the date the defaulting Party receives such notice.

5.7. **Process upon Termination for Cause.** In the event of an early termination by the City for cause, the City shall pay to Lyft on the Termination Date: (i) any amounts owed under this Agreement for Work performed in accordance with the Agreement prior to the Termination Date; and (ii) the City's share, as determined by the Regional MOA, of an amount equal to 15% of the balance of any Title or Secondary Sponsorship Funds to be paid to Lyft under any Sponsorship Agreement for which a Sponsorship Administrative Fee was not paid to a subcontractor, assuming in each case that such Sponsorship Agreement were to stay in effect for the duration of its full term (including renewals), provided in each case that the relevant Sponsor has agreed (whether by assignment of its Sponsorship Agreement to, or by entering into a new agreement with, the City or a Replacement Operator) to continue paying sponsorship funds in connection with such sponsorship. In the event of an early termination by the City due to a default by Lyft, then Lyft shall be liable for the reasonable out-of-pocket costs incurred by the City to procure substitute performance, in addition to any other liabilities incurred by Lyft under this Agreement through receipt of notice of such termination.

5.8. **Transition of the Revere System.** Upon termination or expiration of this Agreement, upon written request of the City, the City and Lyft shall mutually work together to assure the orderly transition of all services provided by Lyft to an alternative provider designated by the City to ensure to the greatest extent possible that the operation of the System is maintained without interruption, provided that the City shall pay Lyft a reasonable fee for any transition services it requires that are outside of the scope of the Work. Lyft will endeavor to include in all subcontracts for performance of the Work the following, or a substantially similar, provision:

“Assignment: This agreement may not be assigned by either party without the prior written consent of the other, except that Lyft may transfer this agreement to the City of Revere, or its designee, in the City of Revere's sole discretion, as part of a transition of the services provided by Lyft to the City of Revere to an alternate provider designated by the City of Revere.”

5.9. **Insufficient Funding.** All funds for payments by the City to Lyft under this Agreement are subject to the City's ability to raise sufficient Public Funds or other City-appropriated funds. In the event that the

City is unable to raise sufficient Public Funds or other City-appropriated funds, the City shall, without termination charge or any other liability to the City, terminate that portion of the Work on: (i) the last day of the then current Contract Fiscal Year; or (ii) when the Public Funds and funds appropriated for the then current year for the Work under this Agreement are expended; whichever event occurs first. The City shall, upon request by Lyft, apprise Lyft of the status of Public Funds and requests for appropriation. Lyft may rely on any purchase order approved by the City Auditor as a representation by the City that the funds in such purchase order have been appropriated. It is agreed by the Parties that in the event of non-appropriation of funds, the City shall remain responsible to pay for any payment obligations incurred by the City prior to said non-appropriation of funds.

5.10. **Final Payment.** After Lyft has completed all Work and corrections to the satisfaction of the Project Officer or his/her designee and has delivered all required documentation, Lyft may submit an invoice for final payment. The final invoice shall be accompanied by all documents required in the Agreement and shall reflect the actual amount due to Lyft. By submitting the final invoice Lyft shall certify that, upon receipt of timely payment in full of such final invoice, all of the debts for labor, materials, equipment and supplies incurred in connection with this Agreement will have been fully paid.

6. Audit Rights and Record Maintenance

6.1. **Audit Rights.** The City shall have the right at any reasonable time and upon reasonable written notice to Lyft, but no more frequently than once per Contract Fiscal Year, to inspect and audit during normal business hours any warehouses, records, documents, or other information or locations, which pertain to (i) data collected and maintained by Lyft to (x) comply with the reporting requirements of Exhibit B (Scope of Work), Article II, Sections 7.4, 22.1 and 22.2 or (y) assess its compliance with the KPIs (as defined below), or (ii) payments by the City to Lyft hereunder or (iii) storage or maintenance of Capital Equipment. The City may hire an independent auditor for such audit. The costs of any audit shall be borne by the City unless such audit reveals an underpayment or overcharge by Lyft to the City in excess of Fifty Thousand Dollars (\$50,000) with respect to any individual Contract Fiscal Year, or in excess of an aggregate of One Hundred Thousand Dollars (\$100,000) for multiple Contract Fiscal Years, in which case Lyft shall pay all reasonable out-of-pocket costs, expenses and fees relating to the audit. In either event, an underpayment (together with reasonable interest) shall be remitted by Lyft to the City (together with the costs of the audit, if applicable) within thirty (30) days of the date Lyft receives the audit report.

6.2. **Internal Controls.** Lyft must track all costs and expenses of the System that are the responsibility of the PMs, in such a way that such costs and expenses can be allocated among the PMs.

6.3. **Review and Copying.** Lyft shall provide to the City, within fifteen (15) business days of the City's request, copies of any records kept or maintained by Lyft, which pertain to (i) customer complaints, or (ii) Capital Equipment and Lyft Equipment. Such records may be made available in electronic form.

6.4. **Maintenance of Records.** Lyft shall at all times maintain all records subject to audit or review under this Article 6 for the entire Term of this Agreement and thereafter for the later of: (i) the longest period of time required in any of the Contract Documents; or (ii) a period of four (4) years.

7. Contract Documents

7.1. **Contract Documents; Interpretation.** In the event the terms, conditions, or covenants of the Contract Documents vary from each other and/or from this Agreement, the Contract Documents shall be interpreted in the following order of priority: (i) this Agreement; (ii) the Regional MOA; (iii) City Documents; (iv) Lyft's Proposal; (v) the RFP; except that nothing in this Agreement shall be deemed or interpreted to reduce the scope of work set forth in the RFP as limited by the plan of work set forth in Lyft's Proposal.

7.2. **Compliance.** The Parties recognize that the City has assumed certain obligations under the Contract Documents that require performance by Lyft. Lyft shall not, by act or omission, cause the City to breach any of the terms, conditions, or covenants, or fail to comply with any terms, conditions or covenants to which the City is subject.

7.3. **Assistance.** Lyft agrees to provide the City with such assistance as the City may reasonably request in order to facilitate the City's compliance with the Contract Documents. Such assistance shall include, without limitation, provision of personnel, documentation, data, and creation of reports as well as responding to requests by the City for information. Lyft will provide, at no additional cost to the City, all readily-available material to the City upon request. Any additional information will be charged on an hourly basis for the time to develop and send to the City, at the rates set forth in Table 4 of Exhibit C (Pricing Sheet).

7.4. **Remediation.** In the event, despite the best efforts of the Parties, there is a failure to comply with any term, condition, or covenant of any of the Contract Documents, the Parties shall negotiate in good faith to develop a plan by which such failure can be remediated with the least material impact on either Party.

7.5. **Irreparable Harm.** Lyft agrees that any material breach of this Article VII will cause irreparable harm to the City and the City shall have the right to seek any judicial remedy it deems appropriate as a remedy for said breach.

8. Employee and Employment Matters

8.1. **Project Officers.** Each Party shall appoint a project officer to act, except as otherwise specified in this Agreement, as the primary contact person for purposes of the Contract Documents. The performance by Lyft of the Work is subject at reasonable times and upon reasonable written notice to inspection and review by the City Project Officer. Where specifically stated in this Agreement, Lyft shall obtain from the City Project Officer prior written approval of specified Work. However, it shall be the responsibility of Lyft to manage the details of the execution and performance of the Work under this Agreement.

8.2. **General Manager.** Unless otherwise mutually agreed by the Governance Council according to decision making per the Regional MOA, Lyft will employ a full-time General Manager, to work exclusively on the metro Revere bike share market. Unless otherwise mutually agreed by the Governance Council according to decision making per the Regional MOA, the General Manager shall be based in metro Revere. Lyft will notify the City at least ten (10) Days before hiring any replacement General Manager after the Effective Date. The City may interview such candidate for General Manager during such 10-Day period and provide feedback to Lyft. Lyft will consider the City's feedback in determining whether to make an offer of employment to such candidate. Lyft will designate an individual at its corporate headquarters whom the City may contact with feedback or complaints regarding the performance of Lyft's General Manager.

8.3. **City Employees.** No employee of the City shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom which is not available to the general public.

8.4. **Employment Discrimination by Lyft Prohibited.** During the performance of this Agreement, Lyft agrees as follows:

8.4.1. Lyft shall not discriminate against any employee or applicant for employment because of race, color, sex, gender identity or expression, sexual preference, disability, marital status, family status, military status, age, religion, national origin, or source of income or any other basis prohibited by state or local law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Lyft. Lyft agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

8.4.2. Lyft, in all solicitations or advertisements for employees placed by or on behalf of Lyft, will state that Lyft is an Equal Opportunity Employer.

8.4.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

8.4.4. Lyft's employment activities under this Agreement will comply with the provisions of the Americans with Disabilities Act of 1990.

8.4.5. Lyft will endeavor to include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.

8.4.6. As required by 49 U.S.C. 5332, Lyft shall not discriminate against any customer, prospective customer, employee or prospective employee because of race, color, sex, age, religion, or country of origin.

8.5. **Drug-Free Workplace to Be Maintained by Lyft.** During the performance of this Agreement, Lyft agrees to: (i) provide a drug-free workplace for Lyft's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Lyft's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Lyft that Lyft maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.6. **Supervision by Lyft.** The supervision and control of (i) Lyft's staff and (ii) employees of any subcontractors shall be solely the responsibility of Lyft. Lyft shall at all times require strict discipline and good order among Lyft's employees and all subcontractors performing any portion of the Work. Lyft shall not permit, and shall require all subcontractors not to permit, any employee or other person to perform any Work, unless the employee or other person has demonstrated proficiency in the type of work which such employee or other person is assigned to perform.

8.7. **Non-Discrimination.** Lyft agrees that in its operations/implementation of the System it will not discriminate against any employee or applicant for employment on the basis of race, color, sex, gender identity or expression, sexual preference, disability, marital status, family status, military status, age, religion, national origin, or source of income. Lyft shall take affirmative action to ensure that employees are treated during the term of employment without regard to their race, color, sex, gender identity or expression, sexual preference, disability, marital status, family status, military status, age, religion, national origin, or source of income.

8.8. **Subcontractors.** Lyft shall only enter into subcontracts with subcontractors that have clearly demonstrated proficiency in the tasks that are the subject of such subcontracts. Lyft shall notify the City before entering into any subcontract of over \$50,000 per year for on-street operations or customer service portions of the Work. The City may reasonably reject any subcontract described in the previous sentence by notifying Lyft in writing within five (5) Days of receiving notice of the subcontract. If the City does not reject any such subcontract within five (5) Days, the subcontract will be deemed approved. Lyft and all subcontractors will be required to comply with the City of Revere's Living Wage ordinance to the extent applicable.

9. Confidentiality, Data Ownership, and Proprietary Rights

9.1. **Data Ownership.** "System Data" means any information or data collected or created in connection

with System and transactions related thereto, whether collected or created by the City, another PM, Lyft, or a third party, other than credit card or other financial information of Subscribers.

The PMs possess and retain all right, title, and interest in and to System Data. The City hereby grants to Lyft a royalty-free, worldwide, perpetual and irrevocable license to possess and use the System Data for its internal bike share business purposes or to provide marketing services, provided that Lyft will not use personally identifiable information of Subscribers, including email addresses or personally identifiable disaggregate geodata, for any purpose other than to facilitate the Work. Unless it receives City's or a PM's prior written consent, Lyft will not access or use System Data other than: (i) as necessary to facilitate the Work; or (ii) for Lyft's internal bike share business purposes. Specifically, Lyft will not use any unaggregated System Data for any of its other platforms outside of Bluebikes. Lyft may only use aggregated, non-personally identifiable information System Data for the purposes of understanding rider behavior, trends in demand, cost drivers, hardware performance, operational practices, and other analysis facilitating bikeshare system success. Notwithstanding the foregoing, Lyft may disclose System Data as required by applicable law or by proper legal or governmental authority. Lyft will give the PMs, including the City, prompt notice of any such legal or governmental demand and will reasonably cooperate with the City and the PMs in any effort to seek a protective order or otherwise to contest such required disclosure. The term "personally identifiable information" shall have the meaning given to the term "Personal Information" under current Massachusetts Regulation 201 CMR 17.00.

When this Agreement expires or is terminated, Lyft shall provide to the PMs a file or files of all System Data in Lyft's possession or control in a mutually agreed accessible format within ten (10) days of such termination or expiration. Lyft will not destroy or erase information relating to contract performance and compliance as provided in Article 14 of the City's Standard Contract General Conditions.

Lyft will comply with all federal, Massachusetts, and other applicable state laws and regulations governing the handling of System Data. In addition to obligations imposed by law, Lyft will observe reasonable technical and physical security measures to ensure the confidentiality and integrity of System Data and Lyft will promptly notify City of any actual or likely exposure or misappropriation of System Data. Lyft will not allow any of its employees, agents, or contractors to access System Data, except to the extent needed in order to facilitate the Work.

9.2. **Confidentiality.** Subject to the terms and conditions herein and all laws, including, without limitation, the Massachusetts public records law, each Party (a "**Receiving Party**") agrees that it shall not, directly or indirectly, use, make available, sell, disclose, disseminate, or otherwise communicate to any person other than (a) the Metropolitan Area Planning Council or a similar regional planning body for the purpose of planning and conducting a future request for proposals for bike share operations and (b) the PMs, in whole or in part, other than in the course of such Party's performance of its obligations hereunder, either during the Term or any time thereafter, any Confidential Information. Specifically, Lyft shall not use any Confidential Information of the City for use on any of its platforms other than Bluebikes, except as permitted in Section 9.1. The foregoing shall not apply to any information that: (i) was known to the public prior to its disclosure by the Receiving Party; or (ii) the Receiving Party is required to disclose by law, regulation or legal process. As used herein, "**Confidential Information**" means any and all information that in any way relates to the System (including any personally identifiable information about subscribers) and with respect to each Party, the finances, agreements, business operations, trade secrets, plans, proceedings, market strategies, media and promotional activities or other non-public information of the Party disclosing such information (the "**Disclosing Party**"), whether disclosed orally, in writing, or through another medium, by the Disclosing Party's officers, employees, agents or other persons. Lyft acknowledges that, as a municipality, the City is subject to the Massachusetts public records law, G.L. c. 66, § 10. Nothing contained herein shall be deemed to prohibit or otherwise restrict the City's ability to comply with laws applicable to the City regarding disclosure of information to the public; provided, however, that if the City

receives a request under the Massachusetts public records law for disclosure of any records containing any Confidential Information of Lyft, the City shall make best efforts to notify Lyft as soon as possible of the fact and nature of such request.

9.3. **Title to Personal Property.** The City shall be the owner of, and hold title to, all Capital Equipment free and clear of all liens, encumbrances, financing statements, and rights of third persons or entities. All owner rights, warranties, and the like shall be in the name of and inure to the benefit of the City. At the expiration or termination of this Agreement, Lyft shall prepare and submit to the City an inventory list of Capital Equipment and all related documentation, such as maintenance and service manuals and warranty information. The City shall have the right to perform a physical inventory of Capital Equipment at reasonable times and upon reasonable notice.

9.4. **Rights, Authorizations, Licenses, Permits, and Other Permissions.** Except as otherwise provided herein, Lyft shall, at its sole cost and expense, obtain all rights, authorizations, licenses, permits and other permissions from all federal, state, and local governments or other entities or persons necessary for Lyft to perform the Work. The City's execution of this Agreement shall neither constitute nor be deemed a governmental approval of, or consent to, any rights, authorizations, licenses, permits, and permissions required or needed to be obtained by Lyft.

10. Representations and Warranties

10.1. **The City's Representations and Warranties.** The City hereby warrants and represents to Lyft as of the Effective Date:

10.1.1. The City has the legal power, right, and authority to enter into this Agreement, and the persons executing this Agreement on the City's behalf have the legal power, right, and authority to bind the City to the terms and conditions of this Agreement.

10.1.2. This Agreement will not cause a breach of any other agreement to which the City is a party.

10.1.3. The representations and warranties furnished by the City in this Agreement are accurate, correct, and complete in all respects and do not contain any untrue statement of fact, or when considered in the context in which presented, omit to state a fact necessary to make the statements and information contained herein not misleading.

10.1.4. The City shall perform its obligations hereunder in a good and workmanlike manner, in conformance with this Agreement, and in accordance with customary professional and/or industry standards.

10.1.5. The City is self-insured for all of its liability and employee injury losses, and is significantly self-insured for all of its property losses. The City has sufficient financial reserves to cover its self-insured costs, including its obligations and liabilities in connection with this Agreement and with the System.

10.1.6. The use of City Marks and of any materials created by or on behalf of the City and provided to Lyft to use in connection with the System or the promotion thereof shall not infringe upon the intellectual rights of any third party when used by Lyft or any sublicensees in the Territory.

10.1.7. The use of System Marks and/or the Title Sponsor Marks (to the extent these are used pursuant to a license or sublicense from the City hereunder) in connection with the System or the promotion thereof shall not infringe upon the intellectual rights of any third party when used by Lyft.

10.1.8. The City is in material compliance with all local, state and federal laws, rules and regulations applicable to it in connection with the System and this Agreement.

10.2. **Lyft's Representations and Warranties.** Lyft hereby warrants and represents to the City as of the Effective Date:

10.2.1. Lyft has the legal power, right, and authority to enter into this Agreement and does not require the consent of any third party that has not been secured, and all requisite action (corporate, trust, partnership, membership or otherwise) has been taken by Lyft in connection with entering into this Agreement and no further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

10.2.2. The persons executing this Agreement on Lyft's behalf have the legal power, right, and corporate authority to bind Lyft to the terms and conditions of this Agreement.

10.2.3. This Agreement is a valid, legally binding obligation of and enforceable against Lyft in accordance with its terms and execution of this Agreement by Lyft will not cause a breach of any other agreement to which Lyft is a party.

10.2.4. The representations and warranties furnished by Lyft in this Agreement are accurate, correct, and complete in all respects and do not contain any untrue statement of fact, or when considered in the context in which presented, omit to state a fact necessary to make the statements and information contained herein not misleading.

10.2.5. Lyft shall perform its obligations hereunder in a good and workmanlike manner, in conformance with this Agreement, and in accordance with customary professional and/or industry standards.

10.2.6. Lyft warrants that each of Lyft's employees assigned to perform the Work have the proper skill, training, and background to be able to perform the Work in a competent, timely, and professional manner and that all Work shall be so performed.

10.2.7. Lyft shall, at all times during the Term, maintain and keep current all licenses and certifications required to perform the Work and be authorized to transact business in the Commonwealth of Massachusetts.

10.2.8. No action, suit or proceeding (and, to Lyft's knowledge, no investigation) is pending against Lyft before any court or administrative agency (a) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on the business, assets, operations or financial condition of Lyft or the power of Lyft to complete the Work or (b) which purports to affect the legality, enforceability or validity of this Agreement.

10.2.9. Lyft is in compliance with all applicable laws, codes, ordinances and regulations in connection with the System and this Agreement and pertaining to its fulfillment of its obligations and exercise of its rights under this Agreement.

10.2.10. The permitted use of Lyft Marks and of any materials created by or on behalf of Lyft and provided to the City to use in connection with the System or the promotion thereof shall not infringe upon the intellectual rights of any third party when used by the City or any sublicensees in the Territory.

11. Insurance

11.1. **Insurance Coverage.** Prior to the Effective Date, Lyft shall deliver to the City a Certificate(s) of Insurance, attached hereto as Exhibit F (Certificates of Insurance), indicating that Lyft has in force the insurance coverages described below. Lyft agrees to maintain such insurance coverages until the completion of all of its obligations pursuant to this Agreement. As such, all liability insurance coverages shall be written on an occurrence basis. All required insurance coverages shall be acquired from insurers

qualified to do business in the Commonwealth of Massachusetts or be recognized as an eligible Surplus Lines carrier and acceptable to the City. The minimum insurance coverages shall be:

11.1.1. Worker's Compensation, with Employer's Liability limits of not less than the greater of: (i) one million dollars (\$1,000,000) for each accident; or (ii) the statutory limit for each accident.

11.1.2. Commercial General Liability, including all coverages contained in an unamended I.S.O. Form CG 00 01 or similar coverage form with limits not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate for each annual policy period for Bodily Injury and Property Damage. Such form includes Contractual Liability in accordance with policy provisions, Personal Injury, Advertising Liability, Broad Form Property Damage, Products and Completed Operations coverages.

11.1.3. Comprehensive Automobile Liability Insurance, with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit Bodily Injury and Property Damage, including owned, non-owned and hired auto coverages, as applicable.

11.1.4. Excess Liability Coverage, following the insurance referred to in clauses 11.1.1, 11.1.2, and 11.1.3 above in the amount of three million dollars (\$3,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate for each annual policy period.

11.2. Endorsements. Commercial General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:

11.2.1. To include as additional insureds via blanket endorsement, with respect to the operations of Lyft under this Agreement, the City of Revere, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions, and those sponsors who own property on which Rental Site(s) that are a part of the System are located; and

11.2.2. To provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims related to this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3. Notice. All policies shall be endorsed to provide that there will be thirty (30) days advance written notice to the City of cancellation, non-renewal or material reduction in coverage.

11.4. Assumption of Risk. Lyft assumes all risks for direct and indirect damage or injury to the property or persons it uses or employs on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any negligent action, omission, commission or operation under this Agreement. Notwithstanding the foregoing, the Parties' respective responsibilities for direct and indirect damage or injury to the Capital Equipment shall be as set forth in Exhibit B (Scope of Work), Article II, Sections 4 and 23.

No acceptance or approval of any insurance by the City shall be construed as relieving or excusing Lyft from any liability or obligation imposed upon Lyft by the provisions of the Agreement.

Lyft shall be responsible for the Work performed under the Agreement and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work.

Lyft shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons employed by the subcontractors as Lyft is for acts and omissions of persons directly employed by Lyft.

12. Indemnification and Limitation of Liability

12.1. **Hold Harmless and Indemnification.** Lyft agrees to defend, indemnify and hold harmless the City, its officers, agencies, departments, agents, and employees (each, an “**Indemnified Party**”; and collectively, “**Indemnified Parties**”) from and against any and all claims, demands, causes of action, or suits brought by third parties (“**Claims**”), and all losses, liabilities, penalties, fines, forfeitures, costs and expenses arising from or incidental to any Claims (including cost of defense and attorneys’ fees) (collectively, with Claims, “**Liabilities**”), resulting from or arising out of Work performed by Lyft, Lyft’s officers, employees, agents, servants, subcontractors, or any other person acting for or on behalf of Lyft in performance of this Agreement.

12.2. **Exclusions.** Notwithstanding the foregoing, the following shall be excluded from Lyft’s indemnification and defense obligations contained in the preceding paragraph: any Liabilities to the extent resulting from, or arising out of, (i) the negligence or willful misconduct of any Indemnified Party; (ii) Lyft’s complying with the written directives or written requirements of a PM or the Council, if Lyft has previously objected to such written directives or requirements in writing on the basis of Lyft’s reasonable determination that such directives or requirements posed a safety or liability risk, with respect to (A) the location or configuration of any Station in relation to the street or sidewalk on which such Station is located or to which it adjoins or (B) Station Protective Devices required by a PM; or (iii) the condition of any public property outside of the perimeter of a Rental Site and not otherwise controlled by Lyft. If any Claim against Lyft includes claims that are covered by clauses (ii) or (iii) of the preceding sentence or claims contesting the City’s authority to issue a permit for a Station, then each Party shall be responsible for its own defense against such claims.

12.3. **Indemnification Procedure.** The indemnification obligation under this section shall not be limited by the existence of any insurance policy and shall survive the termination of this Agreement. The City agrees to give Lyft written notice of any claim of indemnity under this section. Additionally, Lyft shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the City is required in connection with the settlement. Monies due or to become due to Lyft under this Agreement may be retained by the City as necessary to satisfy any outstanding claim which the City may have against Lyft.

12.4. **Limitation of Liability.** To the maximum extent permitted by any applicable law, in no event will any Party be liable to the other Party in any manner whatsoever for any special, indirect, incidental, exemplary, punitive, aggravated or consequential damages, losses or liabilities (including without limitation lost profits or savings or goodwill) howsoever caused arising out of the obligations hereunder or otherwise relating to or in connection with this Agreement, whether in contract, tort (including negligence) or any other statutory or common law basis, notwithstanding that such Party has, or its directors, officers, employees, subcontractors, suppliers or agents have, been advised of the possibility of such damages, losses or liabilities.

13. Liquidated Damages

13.1. **Liquidated Damages.** If Lyft fails to comply with the key performance indicators set forth in Section 13.1.5 below (“**KPIs**”), and fails to correct such failure within any applicable cure period set forth in Article 5, the Parties agree that the City will be damaged and that the amount of damage to the City and to the public are difficult to determine. Subject to all other terms of this Agreement, Lyft agrees to pay to the City the reasonably forecasted liquidated damages specified in this section as compensation and not as penalty (the “**Liquidated Damages**”) for failing to comply with the KPIs (except in the case where a KPI failure is attributable to a Force Majeure Event, Supplier Defect, or a delay or failure to perform by the Supplier under a Supply Agreement (“**Supplier Delay**”). Liquidated Damages may be assessed for the reasons stated herein, but the City reserves its rights to pursue actual damages it may suffer based on other

contract breaches not listed in this section. The following terms shall apply to all Liquidated Damages:

13.1.1. If Lyft fails to comply with any KPI, then the City shall present a written notice to Lyft setting forth the City's request for payment of Liquidated Damages and the basis for such request. Unless otherwise specified herein, Lyft shall have thirty (30) days from receipt of such notice to pay such Liquidated Damages to the City or to contest such request in good faith in writing. If requested in writing by Lyft, the City may recover Liquidated Damages by deducting all undisputed amounts due from payments owing to Lyft hereunder, if applicable.

13.1.2. Notwithstanding the foregoing, the following shall be excluded from Lyft's obligations to pay Liquidated Damages: any KPI failure resulting from or arising out of a Force Majeure Event, Supplier Delay, defect in the Software or Capital Equipment or Lyft Equipment including Supplier Defect, provided that any such defect was not caused by Lyft, or delay or failure by the City in the performance of its obligations hereunder. The Parties agree that if Liquidated Damages are not payable pursuant to the preceding sentence, the Parties will work in good faith to mutually agree upon an adjustment to the KPIs.

13.1.3. The maximum aggregate Liquidated Damages payable by Lyft to the PMs in the aggregate in any Contract Fiscal Year is four and a half percent (4.5%) of the system-wide Subscriber Revenues for the prior Contract Fiscal Year.

13.1.4. Liquidated Damages shall not be assessed under more than three (3) different KPIs in any given calendar month.

13.1.5. Subject to the foregoing terms and conditions applicable to Liquidated Damages, the Parties agree to the following Liquidated Damages as amounts that are fair and reasonable to compensate the City for failure by Lyft to comply with the KPIs:

- (a) *Delayed Delivery of Capital Equipment.* If Equipment Acceptance has not occurred within one hundred eighty (180) days of the placement to a Supplier of the applicable Purchase Order, Lyft will pay as Liquidated Damages an amount equal to 1% of the value of the Equipment unable to be deployed as a result of such delay, per month for the first sixty (60) days of delay, and per week for delay beyond sixty (60) days, (inclusive of weekends and holidays) of such delay.
- (b) *Revere System Functional Levels Below Minimum.* If Lyft maintains less than the minimum percentage of Functional Stations in the Revere System as described in Exhibit B (Scope of Work) and does not return the Revere System to the minimum percentage of Functional Stations within fourteen (14) calendar days, Lyft will pay the City Liquidated Damages in an amount equal to \$200.00 per non-Functional Station per week (inclusive of weekends and holidays).
- (c) *Distribution of Bicycles Below Service Level Agreements.* If Lyft fails to comply with the Bicycle distribution requirements described in Exhibit B (Scope of Work), Article II, Section 6 in a given calendar month and does not return bicycle distribution metrics to the agreed service level for the following calendar month, Lyft will pay the City Liquidated Damages as set forth below. Liquidated Damages under this Section shall be assessed separately for each of the following SLAs, and failure under one SLA shall not constitute failure under any other.

- i. **Empty/Full Stations.** If Lyft fails to meet the Empty/Full Station requirements set forth in Article II, Section 6.4, Lyft will pay Liquidated Damages in an amount equal to \$4,500 multiplied by the percentage of Days in the applicable month for which Lyft failed to comply with such requirements.
 - ii. **Rideability Targets.** If Lyft fails to meet the applicable Rideability Target requirements set forth in Article II, Section 6.5, Lyft will pay Liquidated Damages in an amount equal to \$11,500 multiplied by the percentage of Days in the applicable month for which Lyft failed to comply with such requirements. If neighborhood-level targets are in effect, such amount shall be further multiplied by a fraction equal to the number of Stations in the non-compliant neighborhood divided by the total number of Stations in the City as of the first day of the applicable month, and applied separately to each non-compliant neighborhood.
 - iii. **Distribution of Ebikes.** If Lyft fails to meet the Ebike distribution requirements set forth in Article II, Section 6.7, Lyft will pay Liquidated Damages in an amount equal to \$7,000 multiplied by the percentage of weeks in the applicable month for which Lyft failed to comply with such requirements.
- (d) **Graffiti.** If Lyft fails to comply with its graffiti removal obligations set forth in Exhibit B (Scope of Work), Article II, Section 3.10, Lyft shall pay Liquidated Damages to the City in the amount of \$75 per 24-hour period that graffiti remains visible after the initial 24-hour removal period has elapsed, or, in the case of Racist or Hate Graffiti, \$150 per 24-hour period that Racist or Hate Graffiti remains visible after the original 4-hour removal period has elapsed. Notwithstanding the Liquidated Damages described in this paragraph, graffiti, ink, paint, and/or other soiling on any Capital Equipment and Lyft Equipment shall be removed or repaired within seven (7) days of identification or notification.
- (e) **Snow Removal.** Lyft shall pay Liquidated Damages to the City in the amounts of (x) \$25 per uncleared Station per Day for failure to remove snow from the Revere System as specified in Section 6.2.1(i) of Exhibit B (Scope of Work), Article II and (y) \$100 per uncleared Station per Day for failure to remove snow from the Revere System as specified in Section 6.2.1(ii) of Exhibit B (Scope of Work), Article II.
- (f) **Financial Reports Not Delivered.** If Lyft fails to deliver accurate financial reports as described in Section 2.8.1 and in Exhibit B (Scope of Work), Article II, Sections 22.1 and 22.2, Lyft will pay the City Liquidated Damages of \$150 for each Day such reports are late.
- (g) **Data Dashboards and Data Reports.** If Lyft fails to correct an error in a data dashboard or report within 30 days such error is identified, Lyft will pay the City Liquidated Damages of \$25 per report or data dashboard containing errors for each Week such errors remain uncorrected. If Lyft fails to correct any errors after 60 days, Lyft will pay the City Liquidated Damages of \$50 per report or data dashboard containing such errors for each Week such errors remain uncorrected. For the avoidance of doubt, Liquidated Damages under this paragraph may not be assessed for by multiple PMs for the same error in a data dashboard or report, and payment of such Liquidated Damages to any PM will be considered fair and reasonable compensation to all PMs.

14. Dispute Resolution

14.1. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising between the Parties arising out of or relating to performance or breach of this Agreement, or the economic relationship of the Parties hereto, whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law, or otherwise, promptly by negotiation between Parties.

15. Miscellaneous

15.1. **Governing Law.** This Agreement shall be governed exclusively by the internal laws of the United States and of the Commonwealth of Massachusetts applicable to contracts made, accepted and performed wholly within said Commonwealth, without regard to application of principles of conflict of laws. Any claim, suit or action arising under or relating to this Agreement may be brought only in courts located within said Commonwealth. The Parties hereby agree that such courts shall have exclusive personal and subject matter jurisdiction over any such claim, suit or action. In performing the Work under this Agreement, Lyft shall comply with applicable federal, state, and local laws, ordinances, and regulations.

15.2. **Survival.** In addition to any payment obligation hereunder, all provisions of this Agreement that by their terms survive the expiration or any termination of this Agreement, together with all other provisions of this Agreement that may be reasonably construed as surviving the expiration or any termination of this Agreement, shall survive the expiration or any termination of this Agreement.

15.3. **Notices.** Except as otherwise provided herein, all notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to:

If to Lyft: Lyft Bikes and Scooters, LLC
18 Dorrance Street
Revere, MA 02129
Attn: General Manager

With a Copy to: Lyft Bikes and Scooters, LLC
441 9th Avenue, Floor 2
New York, NY 10001
Attn: LUS Legal

If to the City: City of Revere
Solicitor's Office
Revere City Hall
281 Broadway
Revere, MA 02151
Attn: Lead City Solicitor

With a Copy to: Patrick M. Keefe
Revere City Hall
281 Broadway
Revere, MA 02151
Attn: Mayor Patrick m. Keefe

or to such other place and with such other copies as any Party may designate as to itself by written notice to the others.

15.4. Entire Agreement; Amendments and Waivers. This Agreement, together with the exhibits hereto and the Contract Documents, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, subject to the order of priority set forth in Section 7.1. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. Any information set forth herein or in any exhibit hereto shall be considered set forth on each other exhibit for purposes of this Agreement. No waiver of the provisions of this Agreement, or any breach thereof, shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, or shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

15.5. Counterparts; Severability. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and the remaining provisions shall remain in full force and effect. To the extent permitted by applicable law, any such provision will be restricted in applicability or reformed to the minimum extent required for such provision to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability.

15.6. Construction; Incorporation. The headings of the articles, sections, and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof. All sections and article references are to this Agreement, unless otherwise expressly provided. As used in this Agreement, (a) "hereof", "hereunder", "herein" and words of like import shall be deemed to refer to this Agreement in its entirety and not just a particular section of this Agreement, and (b) unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number, words of the masculine gender shall include the feminine and neuter, and, when the sense so indicates, words of the neuter gender shall refer to any gender. The Parties acknowledge and agree that: (i) this Agreement is the result of negotiations between the Parties and shall not be deemed or construed as having been drafted by any one Party, (ii) each Party and its counsel have reviewed and negotiated the terms and provisions of this Agreement (including, without limitation, any exhibits attached hereto) and have contributed to its revision, (iii) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement, and (iv) the terms and provisions of this Agreement shall be construed fairly as to all Parties and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

15.7. No Third Party Beneficiary Status. The Parties do not intend this Agreement to confer any benefit or rights on any third party not a signatory hereto.

15.8. Relationship of the Parties. Lyft is an independent contractor and neither Lyft nor its employees shall, under any circumstances, be considered employees, servants, or agents of the City, nor shall the City or its agents or employees be considered employees, servants, or agents of Lyft. At no time during the performance of the Work or otherwise, shall Lyft, its employees, or agents, represent to any person or entity that Lyft and its employees are acting on behalf of, or as agents of, the City or any of its employees. The

City will not withhold payments to Lyft for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Lyft. The City will not provide to Lyft any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between the Parties.

15.9. **Cooperation.** The Parties agree to execute such further instruments and to take such further action as may reasonably be necessary or helpful to carry out the intent of this Agreement and Lyft's License. In furtherance of the City's cooperation obligations and Lyft's License rights the City agrees that it will not license, authorize or issue a permit to, another entity to operate a Bike Share System. The City further covenants to enforce to the fullest extent reasonably practicable all applicable laws so as to protect Lyft's exclusive License rights as described in Section 3.1, provided that nothing in this paragraph shall be construed as an obligation on the part of the City to enact any law.

15.10. **Failure or Delay in Performance; Force Majeure.** Neither Party shall be held responsible for failure to perform its duties and responsibilities hereunder if such failure is due to a "**Force Majeure Event**," which means a strike, fire, riot, rebellion, or other force or event beyond the control of such Party, that make performance impossible or illegal, unless otherwise specified in this Agreement; provided, however, that such Party (in order to not be held responsible for failure to perform) notifies the other Party of such event within forty-eight (48) hours of its commencement, or in the case of an interruption in availability of the System as a whole to the public, as set forth in Exhibit B (Scope of Work), Article II, Section 32.

15.11. **Ethics in Public Contracting.** This Agreement incorporates all local, state, and federal law, regulations and rules related to ethics, conflicts of interest, or bribery. Lyft certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

15.12. **Remedies.** The remedies available to the Parties in various sections of this Agreement shall be deemed to be in addition to, and not in limitation of, any other remedies either Party has or may have under applicable law or in equity arising out of or relating to this Agreement.

15.13. **Assignment.** Lyft may assign this Agreement to an affiliate of Lyft with the consent of the City, which consent shall not be unreasonably denied. Lyft shall not otherwise assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Agreement, without the prior written consent of the City.

[Signatures on following page]

IN WITNESS WHEREOF, Lyft and the City have executed this Agreement as of the Effective Date.

LYFT:

LYFT BIKES AND SCOOTERS, LLC

By: _____ Date: _____
Name: Michael Brous
Title: President and CEO

CITY:

CITY OF REVERE

By: _____ Date: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____ Date: _____
Name:
Title:

Attachment: 2026.0321 DRAFT - Lyft - Revere Bikes and Scooters, LLC, Bluebike

Exhibit A: Definitions

The following words and phrases, when used in this Agreement, have the meanings described below.

“Active Fleet” means all bikes that have been deployed, minus any bikes that are lost, missing, held for legal investigation, or decommissioned, or are temporarily in storage (i) for system balancing purposes or (ii) as a classic bike 'reserve fleet' as a result of the Ebike PO referenced in Section 39.1.

“Additional Services” means services outside the Scope of Work.

“Agreement” or “Contract” means this Bike Share Agreement together with all exhibits attached hereto and hereby incorporated by reference.

“Backend Software and Computer Hardware” or “Backend” means the electronic interface enabling, among other things, Stations, Bicycles, Subscriber customer service, cellular service, Subscriber Keys, Lyft’s System website, and call center to function, and customer payments to be made.

“Base Plate,” also referred to as a technical platform or slab, means a base component which rests on the ground and supports Docks, a Kiosk, and/or Map Frame.

“Bicycle” means a bicycle that is part of the Revere System and which meets the specifications for bicycles set forth in Exhibit B (Scope of Work).

“Bike Share System” means the System and any other program offering a fleet of ten (10) or more bicycles or other similar seated throttle-based devices to users on a self-service basis which involves storage of such devices on municipally-owned public property including, but not limited to, a roadway, park, plaza, shoulder, sidewalk or parking space.

“Bikes in Service” means all Active Fleet bikes that are not in warehouse or in transit.

“Revere Area Regional Bike Share Governance Council” or “Council” means the assembly of Participating Municipalities to govern and coordinate the activities of the Regional Bike Share System and make decisions regarding its overall operation.

“Revere Revenue Share” has the meaning set forth in Section 2.10.2.

“Revere System” means the portion of the System located within the City of Revere.

“Capital Equipment” means (a) the Bicycles, Stations, Kiosks, Docks and spare parts purchased on behalf of the City in accordance with Exhibit B (Scope of Work), Article IV; (b) any Bicycle spare parts that have been incorporated into the Bicycles and (c) Bicycles, Stations, Kiosks, Docks, and any and all similar physical components already part of the Revere System prior to the Effective Date, but not including any Lyft-owned equipment that is or becomes part of the Revere System.

“Casual Subscriber Revenues” means Subscriber Revenues derived directly from unlock fees, ebike fees and overage fees from sales of Single Trip Fares and day passes.

“City Documents” means the Certificate(s) of Insurance attached hereto as Exhibit F (Certificates of Insurance); City of Revere Standard Contract General Conditions (Form CM-10 and CM-11) attached hereto as Exhibit G (City of Revere Standard Contract Terms); and the Revere Jobs and Living Wage

Ordinance Forms (Forms LW-2 and LW-8), Contractor Certification (CM-09), Certificate of Authority (CM-06), CORI compliance forms (Forms 15-A and 15-B), and Wage Theft Form (CM 16), attached hereto as Exhibit H (Contractor Certifications).

“**City Marks**” means individually or collectively the City name and together with all trademarks, service marks, copyrights, logos, taglines, slogans, graphics, designs, color schemes, trade dress, trade name and other marks associated with the City and includes those City Marks shown on Exhibit I (City Marks) attached hereto, as the same may be amended from time to time.

“**Classic Bicycle**” means standard, non-electric pedal bikes.

“**Confidential Information**” has the meaning set forth in Section 9.2.

“**Contract Documents**” means all City Documents, the RFP, the Lyft Proposal, the Regional MOA, and this Agreement.

“**Contract Fiscal Year**” means (a) the period commencing on the Effective Date and ending on June 30, 2026, which period shall constitute Contract Fiscal Year 1, (b) each subsequent twelve-month period during the Term, the first of which is Contract Fiscal Year 2 (beginning on July 1, 2026 and running through June 30, 2027), and (c) any period less than 365 days beginning on July 1 and running through and including the last day of the Term.

“**Crash**” means an event involving a Subscriber, Bicycle, and/or Station resulting in serious personal injury to the Subscriber or others, or property damage to the Bicycle, Station, or property of others.

“**Days**” means calendar days.

“**Default**” has the meaning set forth in Article 5.

“**Dock**” means a locking mechanism contained on a Station designed to receive a Bicycle for locked storage.

“**Ebike**” means electric-assist Bicycle.

“**Effective Date**” has the meaning set forth in the preamble to this Agreement.

“**Equipment Acceptance**” means receipt from Supplier of 100% of any Capital Equipment specified on any given purchase order line item for the System and determination by Lyft that such Capital Equipment is in good working order, with all appropriate decals applied, and ready for installation;

“**Existing Sponsor Agreements**” has the meaning set forth in Section 2.3.

“**Force Majeure Event**” has the meaning set forth in Section 15.10.

“**Functional Dock**” means a Dock meeting the technical specifications for hereunder capable of being used by an ordinary Subscriber to lock and release a Bicycle under normal conditions.

“**Functional Station**” means a Station meeting the technical specifications for Stations hereunder capable of being used by an ordinary Subscriber under normal conditions, and at which at least 85% of Docks are Functional Docks and the Kiosk is in good working order.

“**Group Member**” means corporations or other entities that have agreed to provide discounted subscription

fees for its individual employees, residents, students, and/or other related affinity group through either cash or in-kind payments by employer. Group Memberships are not Sponsorships.

“Group Subscriber” means the individual employees, residents, students, and/or other related affinity group of a Group Member who has completed the Subscriber Agreement to use the System.

“Initial Term” has the meaning set forth in Article 5.

“Intellectual Property” means (a) trade dress, trademarks, trade names, service marks, copyrights, logos, taglines, patents, slogans, color schemes, designs or other valuable marks, whether common law or registered, state or federal or other jurisdiction, (b) patents, patent rights or applications, trade secrets, all forms of protection applicable to inventions, conceptions, methods, procedures, processes, designs, works of authorship, derivative works, algorithms, and utility models or (c) other forms of intellectual or industrial property under the laws of any jurisdiction.

“Kiosk,” also referred to as a terminal, means a structure that provides Bicycle rental instructions, contains payment equipment (e.g., a credit card reader), and includes all other physical means necessary for the rental of Bicycles.

“KPIs” has the meaning set forth in Article 13.

“License” has the meaning set forth in Section 3.1.

“Liquidated Damages” has the meaning set forth in Article 13.

“Map Frame” means a two-sided metal informational display unit, including a translucent covering and lock.

“Marks” means the City Marks, Lyft Marks, Sponsor Marks and/or System Marks, as the context may require.

“Lyft Equipment” has the meaning set forth in Article 3.

“New Station Installation” means the conveyance to, placement at, and checking of a Station and all required components at a Rental Site that has not previously been placed at a Rental Site and shall include the printing and placement of all informational decals and maps.

“Original Municipalities” or “OMs” means the municipalities of Revere, Cambridge, Somerville and Brookline.

“Participating Municipalities” or “PMs” means the municipalities participating in the System in accordance with the Regional MOA.

“Party” means each respective party hereto and “Parties” shall mean each Party together.

“Project Officer” means the City staff/employee or the person or persons designated by the City, as set forth in Article 8.

“Prompt or Promptly” means as soon as practicable but in no event longer than three (3) business days.

“Public Funds” has the meaning set forth in Article 2.

“Purchase Order” means a purchase order issued by Lyft for the Capital Equipment listed on Exhibit C (Pricing Sheet).

“PSAs” has the meaning set forth in Exhibit B (Scope of Work), Article I, Section 4.

“Racist or Hate Graffiti” means drawings or inscriptions against an individual or group of individuals because of their actual or perceived race, color, religion, ancestry, national origin, sexual orientation, gender, gender identity, or disability.

“Reconfiguration” means removing or adding Station parts within a Rental Site or otherwise altering the Station’s layout.

“Regional MOA” means that certain Memorandum of Agreement to be entered into by and between the City of Revere, the City of Cambridge, the City of Somerville, the Town of Brookline, and Lyft, as in effect on its effective date, and as may be amended, renewed, continued, superseded, and/or replaced by the parties thereto, from time to time.

“Relocation” means either removing a Station, or parts thereof, from a Rental Site, or re-installing a Station, or parts thereof, in another Rental Site, each such removal or re-installation a separate Relocation; provided that a same-day removal and re-installation that does not require interim storage of such Station is a single Relocation.

“Renewal Term” has the meaning set forth in Article 5.

“Rental Site” means a designated area on publicly or privately owned real property, which area contains one or more of both Bicycles and Docks, and may also contain a Kiosk, Base Plates, Map Frame, Station Protective Devices and a Valet Station.

“Replacement Operator” means a City-approved successor operator of the System, which may be the City itself.

“Revenue Share” has the meaning set forth in Section 2.10.1.

“Secondary Sponsorship” means recognition of a Sponsor, other than (i) the Title Sponsor and (ii) any Station Sponsor secured by the City, as set forth in the applicable Sponsorship Agreement. Funds awarded from or awarded by government organizations to the System are not Secondary Sponsorships.

“Secondary Sponsorship Funds” means all revenues to the extent actually collected by Lyft as determined on a GAAP basis as a result of Secondary Sponsorships, net of any Sponsorship Administrative Fee.

“Site Plan” means an illustration that shows the proposed location of a Rental Site.

“Sponsor” means a third party who pays a fee to Lyft or the City in exchange for recognition on one or more digital or physical components of the System.

“Sponsor Marks” means individually or collectively a Sponsor’s names, trademarks, service marks, copyrights, logos, taglines, slogans, graphics, designs, color schemes, trade dress, trade name and other marks.

“Sponsorship Administration Fee” means a brokerage or other administrative fee paid to Lyft or a third-party broker out of the gross proceeds of a Sponsorship.

“**Sponsorship Agreements**” mean all sponsorship agreements entered by and between Lyft and any Sponsor.

“**Sponsorship Policy**” has the meaning set forth in Section 2.6.

“**Station**” means the Capital Equipment and Lyft Equipment at a Rental Site.

“**Station Protective Devices**” means all pavement markings, paint, islands, delineators, wheel stops, and protective bollards, at or adjacent to Station locations to demarcate or protect Subscribers and the Station from intrusion into the Rental Site.

“**Station Sponsorship**” has the meaning set forth in Exhibit B (Scope of Work), Article I, Section 2.4.

“**Subscriber**” means a party that agrees to the Subscriber Agreement to use the System.

“**Subscriber Agreement**” means an agreement as described in Exhibit B (Scope of Work) that is agreed to online or in writing by all persons authorized to use the System.

“**Subscriber Key**” means a fare card for rental of Bicycles, as further described in Exhibit B (Scope of Work). The Subscriber Key may be available in multiple formats as technology permits, and may be modified from time to time.

“**Subscriber Revenues**” means all revenues to the extent actually collected by Lyft as determined on a GAAP basis from Subscribers for use of the System, net of all: sales taxes or other taxes imposed by law that Lyft is obligated to collect; merchant services fees including interchange, processing, and gateway fees; bank fees; and chargebacks. Subscriber Revenues may include fees for different types of subscriptions (e.g., annual, monthly, etc.), usage fees for rides extending beyond the initial free ride time, and overdue Bicycle fees.

“**Supplier**” means any vendor(s) contracted by Lyft to supply the Capital Equipment and Lyft Equipment and Back End.

“**Supplier Defect**” means any defect of malfunction in the Capital Equipment or Lyft Equipment or any component thereof that prevents or materially limits or interferes with the operation of the System as contemplated by the Parties hereunder and that is not discoverable upon reasonable inspection, including Equipment Acceptance, or which develops over time.

“**Supplier Delay**” has the meaning set forth in Section 13.1.

“**Supply Agreement**” means any agreement or set of binding Purchase Order terms between Lyft and a Supplier.

“**System**” means the municipality-owned, metro-Revere bike share system, inclusive of Capital Equipment, Lyft Equipment, Program Marks, System website, and Backend.

“**System Data**” has the meaning set forth in Section 9.1.

“**System Marks**” means the System name and logos together with all trademarks, service marks, copyrights, logos, taglines, slogans, graphics, designs, color schemes, trade dress, and other marks associated with the System. For the avoidance of doubt, System Marks may be a combination of the Intellectual Property of the City, other Participating Municipalities, Lyft, and/or Sponsors, as their interests may appear.

“**System Revenues**” means the Subscriber Revenues, Secondary Sponsorship Funds, and Title Sponsorship Funds. System Revenues do not include Public Funds.

“**Term**” has the meaning set forth in Article 5.

“**Termination Date**” shall mean the date upon which any termination, whether for convenience or cause, shall become effective.

“**Title Sponsor**” means the Sponsor to whom the naming rights to the System are granted and includes any replacement Title Sponsor of the System.

“**Title Sponsorship**” means the Sponsorship granted to the Title Sponsor and includes any replacement Title Sponsorship of the System.

“**Title Sponsorship Agreement**” means the agreement between Lyft and the Title Sponsor governing the Title Sponsorship.

“**Title Sponsorship Funds**” means all revenues to the extent actually collected by Lyft as determined on a GAAP basis as a result of the Title Sponsorship, net of any Sponsorship Administrative Fee.

“**Usage Data**” means the complete System information on trip origin and destination and Subscriber information including non-personally identifiable demographic data.

“**Valet Station**” means either a temporary Station or temporary location staffed by Lyft where the public can check out and return Bicycles.

“**Work**” has the meaning set forth in Article 1.

“**Work Product**” has the meaning set forth in Article 4.

Exhibit B: Scope of Work

I. Fundraising

1. Title Sponsor.

1.1. **Solicit Title Sponsor.** The City grants Lyft the exclusive right throughout the Term, subject to the terms of this Agreement and the Regional MOA and to the extent consistent with local law and applicable advertising restrictions under existing contracts to which the City is bound, to sell and place Title Sponsorship acknowledgements on Bicycles, Stations, vehicles, uniforms, website, mobile applications, Subscriber mailings and communications, marketing materials, marketing merchandise, and such other components of the System as are mutually agreed upon by the Parties, and to grant the Title Sponsor System-wide category exclusivity. The Title Sponsor has the right to name the System and/or jointly create System Marks that include Sponsors Marks, subject to the prior approval of the Council as described in the Regional MOA. The City may request a copy of the Title Sponsorship Agreement and evidence of wire confirmation for any payments made to Lyft under the Title Sponsorship Agreement. The Parties acknowledge that as of the Effective Date BCBSMA is the Title Sponsor.

1.2. **Manage Relationship.** Lyft shall be solely responsible for managing the relationship with the Title Sponsor.

1.3. **Title Sponsor Branding Template.** In the event a new Title Sponsor is chosen during the Term, Lyft shall propose to the Council for comment and approval a plan for branding the System that describes, in detail, the placement of all Title Sponsorship recognition and branding across digital and physical assets of the System. Upon the Council's approval, as described in the Regional MOA, Lyft need only seek additional approval of substantial changes from the Council-approved template.

2. Secondary Sponsors.

2.1. **Solicit Secondary Sponsors.** Subject to (i) the City's right to solicit and sell individual Station Sponsorships, (ii) the specifications, terms, reservations, and restrictions of this Agreement and the Regional MOA, (iii) requirements of local law and applicable advertising restrictions, (iv) the terms of the Intersection Agreement as in effect as of the Effective Date, and (v) the City's rejection rights set forth in Section 2.6 below, the City grants Lyft the exclusive right throughout the Term to sell and place Secondary Sponsorship acknowledgements on some or all of the following System components: Bicycles, Stations, vehicles, uniforms, website, mobile applications, Subscriber mailings and communications, and other components as mutually agreed upon by the Parties. The City may request copies of any Secondary Sponsorship and evidence of wire confirmation for any payments made to Lyft under a Sponsorship Agreement. Lyft shall notify the City of any Secondary Sponsorship at least five (5) Days before commencement of such Secondary Sponsorship.

2.2. **Manage Relationships.** Lyft shall be solely responsible for managing the relationships with the Secondary Sponsors according to the Secondary Sponsorship Agreements.

2.3. **Types of Secondary Sponsors.** Lyft shall have the flexibility to create Secondary Sponsor packages at Lyft's reasonable discretion. Lyft shall create Secondary Sponsor Branding Templates for each type of Secondary Sponsorship.

2.4. **Station Sponsor.** Lyft shall create a "Station Sponsorship" package that provides recognition to Sponsors on one or more Map Frame headers and may also provide non-physical benefits or recognition to such Sponsors. The City hereby grants Lyft the semi-exclusive right to secure Station

Sponsorships. Any Station Sponsorship secured by Lyft shall be deemed to be a Secondary Sponsorship. The City may also secure Station Sponsorships, provided that no such Station Sponsorship conflicts with the rights granted under any Sponsorship Agreement. The proceeds of any Station Sponsorship secured by the City shall be Public Funds. The term of Station Sponsorships secured by the City shall be no longer than six years. The City shall grant no third party the right to secure Station Sponsorships. By way of example, Station Sponsors may include, but are not limited to, government and public agencies; philanthropic organizations; civic and cultural institutions; institutions of higher learning; non-profit organizations; corporations; housing development firms; and hospitals and health centers. Lyft shall propose Branding Templates for such Station Sponsorships.

Station Sponsorship package includes 100 signup codes for 30% discounted memberships annually, recognition on the station and Bluebikes website, one (1) on-site promotional event or member sign-up drive staffed by Bluebikes ambassadors.

2.5. **Secondary Sponsor Branding Templates.** Lyft shall propose to the Council for comment and approval any templates for Secondary Sponsorships. Any such templates will describe, in detail, the placement of any Secondary Sponsorship recognition across various digital and physical assets of the System. Upon the Council's approval, as described in the Regional MOA, Lyft need only seek additional approval of substantial changes from Council-approved templates. Notwithstanding the foregoing, any Secondary Sponsorship confined to the Revere System with a term of longer than one (1) year is subject to City approval, which shall not be unreasonably withheld or delayed. Lyft will not attempt to circumvent the City's approval right contained in the preceding sentence by structuring a multi-year Secondary Sponsorship as multiple Secondary Sponsorships with terms of less than one (1) year each.

2.6. **Right of Rejection.** The City may, in its sole discretion, reject any Secondary Sponsorship that would otherwise comply with the requirements of this Section 2 by (a) notifying Lyft of such rejection promptly after receiving notice from Lyft of such Secondary Sponsorship and (b) providing a credit to Lyft against Lyft's obligation to pay the Revenue Share in an amount equal to 90% of the value of consideration being offered by a Secondary Sponsor for the portion of such Secondary Sponsorship attributable to the Revere System, which portion shall be calculated in the case of a System-wide Secondary Sponsorship as the reduction in value, of such Sponsor's bona fide offer, resulting from the rejection; provided, however, that (x) the credit described in this Section 2.6 will be capped at \$25,000 per Secondary Sponsorship and (y) in no event will the credit described in this Section 2.6 obligate the City to make any payments to Lyft.

3. **Municipally Raised Funding.** The City reserves the right to raise and use Public Funds to purchase (i) Capital Equipment for expansion of the Revere System subject to the Rental Site density requirement of Article II, Section 12.1 of this exhibit; (ii) Capital Equipment to replace all or part of existing Capital Equipment; and (iii) Additional Services. Among other sources, such funds may be secured from government and public agency sources; grants provided by philanthropic organizations; donations from institutions, companies, or other entities; advertising contracts; Station Sponsorships; and/or mitigation from development activities.

4. **Map Frames.** The City may request that Lyft sell advertising in the Map Frames, collect revenues from advertisers, and pay the City a share of revenues, subject to mutual agreement by the Parties on the terms of such services. Such advertising may be sold to Sponsors of the Revere System. The City reserves the right to enter into an advertising agreement for sale of advertising in the Map Frames with an entity other than Lyft. Revenues paid to the City under such an agreement or as agreed between the Parties are considered Public Funds.

The City reserves the right to place public information and/or public service messages (“PSAs”) on unsold Map Frames or on Map Frames that due to local regulations, property owner restrictions or decision of the City are not available for commercial advertising. The City may request that Lyft install and remove PSAs in the Map Frame, at no cost, no more than once per calendar half-year if the City has 40 or more Stations and no more than once per calendar year if the City has fewer than 40 Stations. The City may request that Lyft produce PSAs or perform installations or removals more frequently as Additional Services at the prices set forth in Table 4 of Exhibit C (Pricing Sheet). The City may also request that Lyft store PSAs, provided, however, that Lyft will have no obligation to maintain PSAs in good or usable condition.

Lyft will install maps and PSAs (using “Evergreen” PSAs unless otherwise directed) in newly deployed Stations at the time of deployment and fix sagging or damaged maps in Stations as part of the quarterly station maintenance schedule.

Lyft will install PSAs provided by the City within thirty (30) days of receipt of the full PSA order.

If Lyft does not timely install the required PSA in the outlined timeframe, Lyft will pay a penalty equal to \$25/day, unless Lyft provides each Station the required PSAs within two (2) weeks of the date when such PSAs should have originally been installed.

II. System Operations

1. **System Oversight.** Lyft shall oversee and perform the daily functions of the Revere System and develop and maintain an organizational structure to perform the Work, including, without limitation, the following:

- 1.1. Securing and maintaining necessary local real estate and equipment;
- 1.2. Hiring and managing local employees and contractors;
- 1.3. Training staff;
- 1.4. Day-to-day coordination with the City on mission- and system-critical issues;
- 1.5. Overseeing the Backend, including by way of example, making all Backend changes and improvements;
- 1.6. Overseeing payment gateway and finance system, including bank account, revenue collection, reporting, and revenue distribution;
- 1.7. Implementing ongoing technical improvements, particularly related to software;
- 1.8. Informing the City when, in Lyft’s judgment, the City should purchase any new Capital Equipment; and
- 1.9. Providing to the City Project Officer and designees a universal Customer Key for system access, at no cost to the City, not subject to usage fees, and without requiring a credit card.

2. **Continuous Operations and Management.** Subject to (i) System interruptions as described in Section 32 of this Article II and (ii) removal of Stations or closure of the Revere System at the City’s instruction, Lyft shall operate the Revere System and the toll-free telephone service center such that it will be available for use twenty-four (24) hours per day, three hundred sixty-five (365) days per year throughout the Term. Lyft shall operate and manage the on-site aspects of the System including repairs, Bicycle service and maintenance, and relocating of Bicycles from one Station to another, three hundred sixty-five (365) days per year from 7:00 AM to 11:00 PM unless otherwise provided herein or mutually agreed upon by the Parties.

3. **Inspection and Maintenance.**

3.1. **Maintenance Standards.** Lyft shall, at all times, follow and strictly comply with the manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all Capital Equipment and Lyft Equipment.

3.2. **Maintenance Records.** Lyft shall install and maintain the Bicycles and Rental Sites consistent with all manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of such Capital Equipment and Lyft Equipment. Lyft shall maintain records of all Work performed on all Capital Equipment and Lyft Equipment, including Bicycles, Docks, and Stations. These records include routine maintenance, contractually required maintenance, and incidental repairs, including the length of time to perform maintenance and/or repairs. Records shall include serial numbers or other unique identifying number for each piece of Capital Equipment and Lyft Equipment so that ownership and date of purchase can be identified. These records shall be delivered to the City annually and upon termination or expiration of this Agreement.

3.3. **Monthly Bicycle Maintenance.** At least every 45 days, Lyft shall clean and inspect, and repair or replace as needed, the following components for every Bicycle placed in service, unless the manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all Capital Equipment and Lyft Equipment require, recommend, or call for, a different frequency, in which case Lyft shall comply with such requirement or recommendation:

- 3.3.1. drive chain for proper functioning, lubrication, and sufficient propulsion;
- 3.3.2. handlebar for proper centering and tightness;
- 3.3.3. wheels (front and rear) for trueness, broken or bent spokes, and hub or axle tightness;
- 3.3.4. tires for proper inflation, defects, and wear;
- 3.3.5. brakes for excessive wear and ensure proper working order;
- 3.3.6. Saddle and seat clamp for proper tightness, excessive wear, and deterioration;
- 3.3.7. shifters for proper functioning;
- 3.3.8. front and rear lights for proper functioning;
- 3.3.9. fenders and chain guard for proper functioning, defects, and wear;
- 3.3.10. the front rack for tightness and damage and bungee cord for wear;
- 3.3.11. the grips for wear;
- 3.3.12. kickstand for proper functioning;
- 3.3.13. pedals and cranks for proper tightness, installation, and damage;
- 3.3.14. reflectors on wheels, saddle, and rack;
- 3.3.15. bicycle triangle for proper alignment and tightness;
- 3.3.16. all other Bicycle components including, without limitation, the bell and sponsor attribution for proper attachment and functioning;
- 3.3.17. motor and electronic assistance for proper functionality and control; and

3.3.18. providing other electronic components for proper functioning (including but not limited to: display, GPS communication, onboard computer, battery).

3.4. **Annual Bicycle Maintenance.** Lyft shall perform, for every Bicycle at any time placed in service the following tasks at least annually and on an as-needed basis, unless the manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of Bicycles require, recommend, or for a different frequency, in which case Lyft shall comply with such requirement or recommendation:

- 3.4.1. inspect, and if necessary remove, and clean entire drive train;
- 3.4.2. inspect and adjust tension, and true wheels;
- 3.4.3. inspect tires for excessive wear, defects, and replace inner tubes; and
- 3.4.4. inspect hubs for proper functioning.

3.5. **Bicycle Removal from System.** Lyft shall, upon its discovery of or receipt of a report of a damaged or malfunctioning Bicycle, remove such Bicycle from service. Lyft shall notify the City Project Officer when a Bicycle beyond repair is permanently removed from the System. In addition, the Project Officer may direct Lyft to remove a Bicycle from service for any reason.

3.6. **Dock Repair.** Lyft shall repair all damaged or malfunctioning Docks to make them Functional Docks within seventy-two (72) hours of Lyft's receipt of notice thereof from the City, call center, or Lyft staff. Lyft shall Promptly notify Project Officer if repair is expected to take longer. Should any Docks or any component thereof be beyond repair, Lyft will Promptly inform the Project Officer and make all warranty and insurance claims, as applicable, and diligently pursue replacement thereof.

3.7. **Station Repair.** Lyft shall endeavor to repair all damaged or malfunctioning Stations to make them Functional Stations within twenty-four (24) hours of discovery or receipt by Lyft of a report thereof. Lyft will Promptly notify Project Officer if repair is expected to take longer. Should any Stations or any component thereof be beyond repair, Lyft will Promptly inform the Project Officer and make all warranty and insurance claims, as applicable, and diligently pursue replacement thereof.

3.8. **Regular Station Maintenance.** In addition to ongoing event-driven station maintenance, including repairs triggered by automated monitoring, rider feedback, or external reports, Lyft will perform proactive monthly maintenance at each station. Regular Station Maintenance shall include, but is not limited to, the following tasks:

- 3.8.1. Check Kiosk functionality, including transactions, communications, and battery health;
- 3.8.2. Check all communications systems including, but not limited to, the Kiosk-Dock and the Kiosk-Backend;
- 3.8.3. Check each of the Docks' functionality including, but not limited to, locking mechanism, cassette, and keypad;
- 3.8.4. Re-supply printer rolls and Subscriber Key dispensers, as needed;
- 3.8.5. Clean Station and all interfaces (screens, keypads, Map Frame);
- 3.8.6. Check Base Plates for isolated incidents of rust or corrosion, attempt to treat with a corrosion removal solution, and, as necessary, repaint or reseal; and

3.8.7. Check physical Station components.

By the end of the two-year anniversary of the Effective Date, Lyft will engage in a good faith effort to incorporate a station health check into the existing station tech SOP including an SOP for station visits criteria that operations staff use to assess station health, in collaboration with the Municipalities.

3.9. **Regular Rental Site & Capital Equipment and Lyft Equipment Cleaning.** Lyft shall use its best efforts to clean all visible dirt, ink, paint, litter, stickers, or any other substance on the Capital Equipment and Lyft Equipment and shall clean each Rental Site area, removing all debris, leaves, trash, dirt, or other objects (i) consistent with the City's street sweeping schedule if the Rental Site is on-street, (ii) twice per month if the Rental Site is off-street (e.g. located on a sidewalk or pedestrian plaza), and (iii) as reasonably requested by the City. Lyft shall use environmentally friendly cleaning solutions and chemicals available for these purposes.

3.10. **Graffiti.** Lyft shall remove all graffiti, including Racist or Hate Graffiti, from all Capital Equipment and Lyft Equipment no later than twenty-four (24) hours after discovery of graffiti, or receipt by Lyft of a report of graffiti (such removal period to be no later than four (4) hours in the case of Racist or Hate Graffiti, or if such report is made after 10 p.m., then by 10 a.m. the following morning). In the event that graffiti, ink, paint, and/or other soiling cannot be removed with commercially available cleaners without damaging the Capital Equipment and Lyft Equipment, such graffiti, ink, paint, and/or other soiling may be painted over with a color similar to the existing color of such Capital Equipment and Lyft Equipment.

3.11. **Capital Equipment Asset Management Reports.** Upon request, Lyft shall conduct an annual assessment of major Capital Equipment components, assigning each component a rating from 5 (Excellent) to 1 (Poor) based on the component's type, age, rehabilitation history, and relevant condition factors. The assessment shall include all major components with an equipment age of 5 or more years that have not been assessed in the past 5 years, and shall not exceed 10% of the Revere System's total stations. Based on extrapolation from such assessment, Lyft will provide a report on the state of the Revere System's Capital Equipment and a forecast of the Revere System's replacement and rehabilitation needs for the coming year, which forecasts shall be used for informational purposes only and will not be binding on, or create any additional obligations on the part of, Lyft.

3.12. **Liquidated Damages.** If Lyft fails to comply with the annual inspection and maintenance requirement, Lyft will pay the City, liquidated damages of \$50 per in-service Bicycle owned by the City for which maintenance is late each week such maintenance is late.

3.13. **Ebike Inspection Visibility.** The City's visibility into inspections completed each month will also extend to Ebikes in order to ensure maintenance standards are upheld across both Bicycle types. Lyft will categorize reporting on inspection and maintenance by Bicycle type (Ebike vs classic Bicycle).

3.14. **Maintenance Records.** Lyft further agrees to provide detailed maintenance records for all Bicycles sufficient to determine whether inspection and maintenance requirements are met for both classic Bicycles and Ebikes.

4. **Replacement and Spare Parts.**

4.1. **Replacement Under Warranty.** Lyft will diligently pursue any claims it may have under manufacturers' warranties for repair or replacement of the Capital Equipment, to the extent such Capital Equipment is provided by a third-party supplier.

4.2. **Spare Parts.** Subject to the Parties' obligations to replace Lost Bicycles pursuant to Article II, Section 23.1 of this exhibit, Lyft shall supply all parts, components, supplies, tools, and related

components necessary for Lyft to accomplish the Work that are *not* included in Tables 1–4 of Exhibit C (Pricing Sheet).

4.3. **Replacement to Achieve State of Good Repair.** Subject to the Parties’ obligations to replace Lost Bicycles pursuant to Section 23.1, and further subject to the exclusions in this Section 4.3, the City shall be responsible for its share, as determined by the Regional MOA, of the cost of repairing or replacing all components of Capital Equipment set forth in Table 2 of Exhibit C (Pricing Sheet). Notwithstanding the foregoing, the following shall be excluded from the City’s repair and replacement obligations contained in the preceding sentence: (i) repairs or replacements necessitated by a Supplier Defect, a Specific Damage Incident, or Lyft’s negligent act or omission and (ii) repairs or replacements covered by a manufacturer’s warranty.

5. **Operations in Winter Weather.**

5.1. **Bicycle Removal.** In coordination with the City, Lyft may remove Bicycles in anticipation of a Major Snow Event. Lyft will remove Bicycles at the reasonable request of the City, but in no case will Lyft be obligated to remove more than 25% of Bicycles. A “**Major Snow Event**” means any event that is the subject of a winter storm warning issued by the National Weather Service, or a Snow Emergency declared by the City.

5.2. **Snow and Ice Removal.** Lyft will clear each Rental Site of snow and ice as follows:

5.2.1. *Snow Removal.* Lyft’s snow removal obligations shall apply for snow accumulation of six (6) inches or more. For purposes of this Section, snow accumulation shall be measured at the conclusion of a snow event as reported by weather.gov for “Revere Area”.

5.2.2. Snow removal obligations may be modified upon mutual agreement. Where Lyft is obligated to perform snow removal pursuant to Section 5.2.1 above, Lyft shall: (i) within twelve (24) hours after snow ceases to fall, clear a path at least 48 inches wide parallel to any Rental Site located on a sidewalk or pedestrian plaza for which no adjacent property owner has snow removal obligations under City ordinance, to provide an accessible path of travel; and (ii) within forty-eight (48) hours after snow ceases to fall (or if service to the Revere System was interrupted, then before the reactivation deadlines set forth in Section 6.3 below) clear snow from all Rental Sites and all Capital Equipment and Lyft Equipment, and clear a path of pedestrian travel at least 48 inches wide from each Rental Site to the street or a cleared sidewalk. For the avoidance of doubt, a Rental Site cleared of snow must have unobstructed access to servicing the Kiosk and the Advertising Panel. The requirements of this section do not apply to sides of Rental Sites that abut buildings, curb edges, or other conditions that make that side of a Rental Site inaccessible regardless of snow conditions). The provisions of this section shall apply to snow that falls from buildings, is pushed by plows or other snow removal devices, as well as to that which falls from the clouds. Lyft shall not be required to clear any Rental Site more than once per snow event., provided that Lyft has met snow clearance obligations herein. Lyft shall make reasonable efforts to prevent third parties from depositing or pushing snow back onto Rental Sites already cleared of snow, which may include but is not limited to placing hoods over docks that are prone to plow wash, and meeting with third party snow operations teams to coordinate on removal and storage. In the event that third parties, including but not limited to adjacent property owners, City snow removal crews, or plow operators, deposit or push snow back onto a Rental Site following Lyft’s initial clearance, the City may request that Lyft revisit the station to remove snow, for which Lyft shall charge a revisit fee of \$200 per affected Rental Site.

5.2.3. *Exceptional Snow Removal.* In the event of a storm with snowfall of eight (8) inches or more, Lyft may charge an Exceptional Snow Removal fee of up to \$150 to clear any station in instances where snow has been pushed or dumped on said station by a third party prior to Lyft’s initial snow clearance of the station. Such instances shall be exceptional, beyond what is experienced at the typical

station in the City. Lyft shall work in good faith to identify stations prone to Exceptional Snow Removal instances and discuss preventive measures with the City. Lyft shall coordinate with each PM individually to determine what, if any, approval is required by the PM prior to undertaking Exceptional Snow Removal.

5.2.4. *Ice Removal.* Lyft shall within six (6) hours of detection or notification of ice around Rental Sites, or if such detection or notification occurs between 10:00 p.m. and 6:00 a.m., by 12:00 p.m. thereafter, provide an accessible path of travel at least 48 inches wide around and to each Rental Site by removing the ice therefrom or by keeping the same covered with sand, snow melt, or some other suitable substance.

5.2.5. *Heavy Snow.* If Lyft is unable to meet its obligations set forth above due to heavy snow, mixed precipitation, hazardous driving conditions, or ice, Lyft will contact the City Project Officer and propose a specific timeline for snow and ice removal. Upon approval by the City Project Officer, such proposal will replace Lyft's snow removal obligations set forth above.

5.2.6. Lyft will use non-corrosive ice and snow melt for ice and snow control.

5.3. **System Interruption and Reactivation.** If Lyft has intentionally interrupted service to the Revere System in anticipation of a snow event, Lyft shall reactivate at least half of the Active Stations in the Revere System within:

5.3.1. thirty-six (36) hours after snow ceases to fall if total accumulations from such snow event are less than six (6) inches;

5.3.2. forty-eight (48) hours after snow ceases to fall if total accumulations from such snow event are between six (6) and twelve (12) inches; and

5.3.3. seventy-two (72) hours after snow ceases to fall if total accumulations from such snow event exceed twelve (12) inches;

provided that Lyft shall reactivate all Active Stations in the Revere System within twenty-four (24) hours of the deadlines set forth in Sections 6.3.1 through 6.3.3 above.

For each day during a period of service interruption due to a snow event for which the high temperature is below ten (10) degrees Fahrenheit, the time periods set forth above for reactivation of the Revere System may be extended by one (1) day. The time periods set forth above may also be extended by Lyft if conditions for bicycling are unsafe due to ice and snow conditions on the street, subject to approval of any such extension by the City, which approval may not be unreasonably withheld.

5.4. **Damage.** Should any damage occur to any Capital Equipment or Lyft Equipment as the result of snow clearance operations, Lyft will endeavor to identify the responsible party and endeavor to require that party to pay for the cost of repairs.

5.5. **Additional Bicycle and Station Maintenance.** Any Bicycles in operation and Stations shall be cleaned of road salt and grime within two weeks of any accumulation of more than one inch of snow. For the avoidance of doubt, all other maintenance as described in Section 3 of this Article II is required for all Bicycles and Stations in use during the winter system.

6. **Distribution of Bicycles.**

6.1. **Rideable.** A Station is "**Rideable**" if that Station or any of its Neighbors (as defined below) is between 10% and 85% full as calculated by dividing the number of Bicycles at the Station by the number of Functional Docks at the Station.

6.2. **Station Neighbors.** A Station's "**Neighbor**" is any Station within 400 meters of such

Station; provided that if there are no Stations within 400 meters of a given Station, such Station will be deemed to have no Neighbor.

6.3. **Station Rideability.** “**Station Rideability**” means the quotient, expressed as a percentage, of the number of minutes between the hours of 6:00 a.m. and 10:00 p.m. for which a Station is Rideable and the number of minutes between the hours of 6:00 a.m. and 10:00 p.m. during which such Station is open for use. Unless mutually agreed otherwise, Stations with eight (8) or fewer docks shall be excluded from all Rideability targets and Service Level Agreements, to include: Section 7.4 Empty/Full Stations and Section 7.5 Rideability Targets. A Station with eight (8) or fewer docks that is within 200 meters of another Station shall not be excluded from the Rideability targets and Service Level Agreements.

6.4. **Empty/Full Stations.** Lyft shall distribute Bicycles such that instances of stations remaining empty or full for more than 12 hours total less than 10% of total station minutes in a given month. No station shall remain full or empty for more than 48h. A Station shall not be considered full if a Station within 200 meters of such Station has an available Dock. A Station shall not be considered empty if a Station within 200 meters of such Station has an available Bicycle.

6.5. **Rideability Targets.** The City may select municipal- or neighborhood-level rideability targets as outlined below. During the annual review meeting, or no more than once per year, the City may change their selected rideability target level.

6.5.1. **Neighborhood Level Rideability.** At the start of the Term and periodically throughout the Term, as requested by the City Project Officer, the City Project Officer and Lyft shall agree upon a map of Revere neighborhoods and all Rental Sites located within each neighborhood. Each neighborhood shall be contiguous and contain at least 10 stations. In the event that the City selects neighborhood-level rideability targets, Lyft shall distribute Bicycles such that:

- (a) in neighborhoods with 12 or more stations per square mile, the average Station Rideability for all Stations in that neighborhood will be at least 90% in each calendar month
- (b) in neighborhoods with more than 5 but fewer than 12 stations per square mile, the average Station Rideability for all Stations in that neighborhood will be at least 85% in each calendar month in neighborhoods with 5 or fewer stations per square mile, the average Station Rideability for all Stations in that neighborhood will be at least 80% in each calendar month

6.5.2. **Municipal Level Rideability.** In the event that the City selects municipal-level rideability targets, Lyft shall distribute Bicycles such that:

- (a) If the City has xx or more stations per square mile, the average Station Rideability for all Stations will be at least xx in each calendar month.
- (b) If the City has less than 12 stations per square mile, the average Station Rideability for all Stations will be at least 90% in each calendar month.

6.5.3. For the purposes of determining station density, any stations seasonally removed from service shall be excluded from a neighborhood or municipality's calculation of stations per square mile for the duration of their removal.

6.6. **System-Wide Weighted Rideability.** Lyft will report monthly on Station Rideability across the entire Bluebikes System weighted by the recently observed demand for Bicycles and Docks at that Station at that time of day.

6.7. **Distribution of Ebikes.**

6.7.1. Each week, the average share of the Bikes in Service that are Ebikes in the City per day shall equal at least xx% of the City's share of docks deployed systemwide, rounded up to the nearest whole number. For example, if the City has xx% of the system's docks deployed and the average number of Bikes in Service that are Ebikes systemwide is xxxx in a given week, then the City will average no less than xx Bikes in Service that are Ebikes per day for that week.

6.8. At least once per week at least 1% of the available Ebike fleet will be rentable in each neighborhood.

6.9. **Station Remedial Plans.** Semi-annually, Lyft shall develop remedial action plans with the goal of improving Station Rideability. Lyft shall include in this report any stations with an average station-level rideability below 80%, up to 10% of the lowest performing stations system-wide.

6.10. **Annual Rideability Report.** By February 1 of each year, Lyft shall provide to the City a report including: (i) neighborhood-, City- and System-level Rideability statistics; and (ii) any other relevant information and analysis reasonably requested by the City in advance of such date. Lyft and the city may collectively agree upon revisions to Lyft's Rideability obligations for the next Contract Fiscal Year. If, by thirty (30) days before the commencement of the next Contract Fiscal Year, the Parties have not agreed upon any revisions, the Rideability obligations then in effect will continue for the next Contract Fiscal Year. For the avoidance of doubt, any revised Rideability obligations will continue to be subject to the Liquidated Damages described in Article 13 of this Agreement.

6.11. **Alteration of Rideability Metrics.** For clarity, Lyft and the Governance Council may agree in writing (including via email) to further alter the Station Rideability metrics and associated Liquidated Damages without amending Section 7 of Article II (System Operations) of Exhibit B (Scope of Work).

7. **Bike Fleet**

7.1. **Fleet Availability.** For each month, Lyft shall ensure that a minimum average of 85% of classic bikes and 80% of ebikes are available. Fleet availability shall be calculated for each bike type by taking the maximum number of Bikes in Service divided by the maximum Active Fleet each day, then averaging each daily maximum across all days of that month.

7.2. **Battery Swaps.** Lyft shall ensure that 90% of ebikes that are unavailable due to a low battery receive a battery swap within 24 hours, and 97% of ebikes that are unavailable due to a low battery receive a battery swap within 48 hours.

7.2.1. After one full season with at least 5% dock electrification in mutually agreed locations, Lyft and Municipalities will discuss potential changes to the 24 hour and 48 hour battery swap targets

7.3. **Customer Wrenches.** Lyft will ensure that 85% of wrenched bikes are actioned on within 24 hours and that 99% of wrenched bikes are actioned on within seven (7) days.

8. **Required Level of Functional Revere System.** Lyft shall ensure that at least 95% of all Active Stations within the Revere System are Functional Stations on average each calendar month. "Active

Station” means any Station that has been installed in the Revere System and (i) has not been shut down or removed at the City’s request, including for winter storage or temporary Relocation, and (ii) has not been damaged by any act or omission of the City. Lyft shall report to the City Project Officer if a Station is offline for more than two calendar days in a calendar month. If at any time Lyft knows or expects that the required percentage will not be met, then Lyft shall Promptly deliver to the City Project Officer its plans to meet the required percentage of Functional Stations.

9. Seasonal Removal and Installation.

9.1. **Annual Schedule.** The City and Lyft shall develop annually the schedules for seasonal installation and removal of Stations and Bicycles, including specific Stations to be installed or removed, approximate schedule for such installation or removal by Lyft, and storage facilities. The City Project Officer shall notify Lyft’s General Manager regarding the number of Stations to be subject to seasonal removal by September 1. The City’s Project Officer and Lyft’s General Manager shall agree to the removal schedule at least fifteen (15) business days before removal begins and to the installation schedule at least fifteen (15) business days before installation begins. It is understood that such dates may be changed based on weather conditions and advance forecasts. Lyft will advise the Project Officer of its operating plans and their implementation via a regularly updated shared spreadsheet or document during seasonal removal and the seasonal installation.

9.2. **Seasonal Removal and Installation.** Subject to the schedule determined under Section 9.1 of this Article II, Lyft shall (i) remove Stations and related Bicycles; (ii) clean each Rental Site area from debris, dirt, leaves, trash, or other objects; and (iii) reinstall Stations and related Bicycles, in each case at the City’s expense according to the fees set forth in Exhibit C (Pricing Sheet). The Parties may mutually agree to relocate Stations to avoid seasonal storage and Lyft may, in its discretion, waive any associated Relocation costs.

10. Ongoing Reconfiguration, Relocation, and Reallocation of Stations.

10.1. **Reconfiguration.** Subject to the fees set forth in Table 4 of Exhibit C (Pricing Sheet), the City may require that parts of a Station be Reconfigured by providing at least 72 hours’ advance notice to Lyft.

10.2. **Relocation.** Subject to the annual allowance described in this Section 10 below and the fees set forth in Table 4 of Exhibit C (Pricing Sheet), the City may require that a Station or parts thereof be Relocated by providing at least 72 hours’ advance notice to Lyft.

10.3. **Third-Party Relocation.** The City may require Lyft to Reconfigure or Relocate a Station or parts thereof to accommodate unexpected construction or permitted occupancy of the Rental Site by third parties; provided, however, that Lyft will be required to perform such Reconfiguration or Relocation only upon receipt of payment for such Reconfiguration or Relocation and any associated Station siting fees from the City or relevant third party, as applicable. Lyft shall be responsible for invoicing and collecting fees for Reconfiguring or Relocating such Stations from these third parties and shall make every effort to do so.

10.4. **Emergency Relocations.** From time to time, Stations may need to be Relocated as a result of an emergency situation, such as a broken water main or emergency repair to a gas line. Lyft shall make every effort to act as quickly as possible upon notification of such an emergency.

10.5. **Annual Allowance of Relocations.** Lyft shall Reconfigure or Relocate, in accordance with this Section 10, up to 10% per calendar year of all Stations owned by the City at no additional fee. These Relocations may include seasonal removal and installation, in which case the City will be responsible only for the cost of seasonal storage at the price set forth in Table 4 of Exhibit C (Pricing Sheet), and emergency Relocation but will not include Third-Party Relocations.

10.6. Clean Rental Site. Lyft shall clean each Rental Site area from debris, dirt, leaves, trash, or other objects upon Relocation or Reconfiguration of Stations, except in the case of emergency Relocations.

11. **Installation and Removal of Stations.**

11.1. Permit Fees. Lyft is not responsible for City permit fees under this Section 11. The City shall be responsible for City permit fees. Lyft shall be responsible for fees for any police detail required for installation, Relocation, Reconfiguration, reallocation or removal of stations.

11.2. Work Permits. Prior to performing Work on any proposed Rental Site, Lyft shall obtain from the property owner(s) of public and private property, and from all applicable government entities, all rights and permissions to install, maintain, repair, replace, remove, and use all Rental Sites, and provide services thereon. Such rights and permissions further shall provide access by the public at large to Rental Site(s) and Stations located thereon.

11.3. Installation. After the required work permits have been obtained for any Rental Site, Lyft shall install the Rental Site components required by the City. Lyft may not remove or relocate a Rental Site without the City's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Lyft will install each new Station, unless otherwise agreed by the City and unless otherwise required by any other agreement, within six (6) weeks of the City submitting a completed Station plan. If the number of Stations scheduled to be installed across all Participating Municipalities exceeds sixty (60) over the six-week period in which a Station would otherwise be due to be installed, Lyft may install such Station in the next week with fewer than ten (10) installs scheduled. In the event of an emergency request from any Participating Municipality that interferes with a Station's scheduled installation for the City, Lyft will work with the City to reschedule the installation as soon as reasonably practicable, but in all events within ten (10) days. If Lyft fails to comply with this requirement, it will forfeit installation charges payable by the City as outlined in Exhibit C.

11.4. Rental Site Cleaning. Lyft shall clean each Rental Site area from debris, dirt, leaves, trash, or other objects upon removal of Stations.

12. **Station Siting and Permitting.**

12.1. Rental Site Location. The City shall determine the location for each Rental Site. Each new Rental Site must be within one half (1/2) of a mile of an existing Rental Site, provided that the Parties may mutually agree to waive this requirement. Lyft will not be required to install a Station at any Rental Site for which a Site Plan has not been approved and signed by a qualified City employee.

12.2. Station Siting. The City may request that Lyft perform the following station siting and permitting services at the City's expense, according to the fees for station siting and permitting set forth in Exhibit C (Pricing Sheet):

12.2.1. Identifying 3 to 5 viable Rental Site options.

12.2.2. Developing a plan of proposed Rental Site options that includes a local aerial map, Rental Site photographs with diagrams indicating proposed Station dimensions, dimensions of adjacent sidewalks(s), distance from any utility or emergency service access points, distance to curbs and any street furniture, plantings or other fixed objects within 20 feet of the proposed station, distance from sidewalk ramps, driveways, or doorways. For on-street Stations, diagrams will also include distance to curbs and, when applicable, center line and crosswalk(s).

12.2.3. Delivering to the City a permit packet for 2 to 3 Rental Site options, unless otherwise directed by the City to provide fewer options. The City will be responsible for gathering approval and signatures from City permitting officials.

12.2.4. Creating and providing Site Plans for the City, which will include (i) distances and dimensions from at least two fixed objects or points; (ii) locations of all above and below ground structures, utilities, infrastructure, and appurtenances in the immediate vicinity; (iii) dimensions of the pedestrian clear zone on any adjacent sidewalk, and, if located within a parking lane, the dimensions of adjacent travel lane and/or distance to centerline if there is one; and (iv) the length of the Rental Site, and any adjacent parking signs. Site Plans will be available in digital formats, such as PDF and CAD drawing file formats, to facilitate site planning by the City and third parties.

12.3. Special Layouts. The City intends to use special layouts of Rental Sites, as described below, when feasible to increase Rental Site options and help achieve Station densities to improve performance and reliability of the Revere System for Subscribers. Fees for such special layouts shall be no more than the fees detailed in Exhibit C (Pricing Sheet). Special layouts include but are not limited to:

12.3.1. Bridging design. The City may request that Lyft complete technical designs for and install bridging to connect two or more Station segments across an obstruction such as a tree or light pole that otherwise would prevent Station placement, subject to Lyft's reasonable discretion that such designs and installation are feasible and safe.

12.3.2. Solar panel extension. The City may request that Lyft complete technical designs to enable locating a solar panel at some distance from a Kiosk and Station to enable improved power to the Station, subject to Lyft's reasonable discretion that such designs and installation are feasible and safe.

12.3.3. Hard-wired Stations. The City may request that Lyft complete technical designs to enable a Station be hard-wired to existing City power source, subject to Lyft's reasonable discretion that such designs and installation are feasible and safe; provided, however, that in addition to the special layout cost, the City shall pay the cost of any such hard-wiring.

12.4. License Agreements. For each final Rental Site location on private property or on state or federal property (including but not limited to property owned by DCR, MassDOT, MBTA, MassPort and any agency of the U.S. Government), Lyft shall apply for and obtain, in writing and in recordable form, all necessary documents granting all rights to install, maintain, repair, replace, remove and use all Rental Sites and Capital Equipment and Lyft Equipment on such third-party property and to provide service thereon, provided that the terms of such documents are reasonably acceptable to Lyft. Such rights further shall provide access by the public at large to the Rental Site and Capital Equipment and Lyft Equipment thereon. Such documents and underlying rights not in the City's name shall be assignable by Lyft to the City or its designee at no cost. Before executing each document granting such rights, Lyft shall deliver to the City Project Officer a copy of the proposed document for approval by the appropriate City staff. Such document shall not contain any provisions that, if applicable to the City or its designee as an assignee, are legally impermissible or unacceptable to the City. Upon termination or expiration of this Agreement, Lyft shall, at the City's request, promptly execute all documents, acceptable to the City, necessary to assign to the City or its designee all right, title, interest, and/or permissions obtained by Lyft to place Rental Sites on third-party property, subject to the fee set forth in Table 4 of Exhibit C (Pricing Sheet) for making any such assignment.

13. **Informational Decals.**

13.1. Templates. Lyft shall maintain, produce, and replace, as needed, information stickers on Bicycles, Kiosks and Docks. Such informational decals, including content and placement, shall be proposed to the Council for approval, as described in the Regional MOA. With the exception of decals proposed and approved as part of Sponsor templates, Lyft shall not affix anything else to the Bicycles, Kiosks or Docks, except as mutually agreed by the Parties.

13.2. Other Decals. From time to time, Lyft may propose to the Council a change in the above

templates or a proposal for alternate and/or additional informational decals. The Council may approve such decals according to processes described in the Regional MOA.

14. **Maps and Information Panels for Map Frames.**

14.1. System Maps. Lyft shall design, print, and install maps at every Rental Site within each Station's Map Frame. Maps will include other Rental Site locations, seasonal availability of the Rental Site and nearby Rental Sites, nearby bicycling routes, and information about the System. Maps shall be developed in consultation with the Council.

14.2. Biennial Update. Lyft shall update these maps on a biennial basis, or upon request by the City, provided that (i) a significant change has occurred with respect to the applicable map, (ii) no individual map shall be updated more than once in any twelve (12) month period, and (iii) Lyft shall not be obligated to action any such requests until ten (10) or more maps system-wide are pending update. Three or more new or changed Rental Site locations, a change to the Station name or location, and a change to a Sponsor recognition on the map are each significant changes for the purposes of the preceding sentence. For the avoidance of doubt, a change in a Station's seasonal availability shall not constitute a significant change.

14.3. Maintenance. Lyft shall be responsible for maintaining maps in readable form and good condition and replacing maps as needed due to wear, weather, or other causes. For the avoidance of doubt, the City is not responsible for the costs of maintaining and replacing maps.

15. **Subscriber Surveys.**

15.1. Annual Survey. Lyft shall develop, administer, and analyze one or more Subscriber survey(s). The survey(s) will be developed and issued in coordination with the Council and cover topics including transportation choices, physical activity, customer service and satisfaction, and Subscriber demographics. Lyft shall ensure that substantially all annual and monthly Subscribers receive at least one survey in a given year. Lyft shall then create a user-friendly publishable report based on the survey analysis, which shall be made available on the System website, upon review from the Council.

15.2. Occasional Surveys. Lyft may, from time to time, issue surveys to a segment of Subscribers for feedback on various operations and customer service topics. A plan for such surveys should be included in the annual marketing plan presented to the Council for approval.

15.3. Third-Party Surveys. Lyft shall not make Subscriber contact information available to third parties for the purposes of marketing surveys.

16. **Data.**

16.1. Ownership. As stated in Section 9.1 of the Agreement, the PMs possess and retain all right, title, and interest in and to System Data, and Lyft's use, possession, and creation thereof is solely as an agent of the PMs. Unless it receives City's or a PM's prior written consent, Lyft will not access or use System Data other than as necessary to facilitate the Work. The Parties acknowledge that Lyft is or will be the owner of all data other than System Data that may exist or be created through Lyft's performance of the Work. For the avoidance of doubt, the City may, in its discretion, license System Data to third-party researchers.

16.2. Publicly-Available Data. Each month, Lyft shall make Usage Data available to the general public on the project website. Usage Data means complete System information on trip origin and destination and Subscriber information including non-personally identifiable demographic data. Operational data, proprietary technical information and personally identifiable information of Subscribers is not included in Usage Data.

16.3. Third Party Access to Personally Identifiable Data. Lyft shall not sell, lease, or transfer personally identifiable information to any third party without explicit consent from the users and the City. Lyft may use personally identifiable information data, including geolocation data, for promotional and marketing activity to complete the Work but must abide by the Sponsorship Policy in Section 2.6 and the requirements and restrictions set forth in Section 9.1 of the Agreement and must provide a conspicuous and simple process for customers to opt out of receiving promotional information from Lyft.

16.4. GBFS. Non-personally identifiable System Data will be made accessible via an open and simple web service API provided by Lyft, including real-time system data in General Bikeshare Feed Specification (GBFS). This includes real-time data on system regions, system information, station information, and station status. This data will be provided in JSON and XML format.

17. **System Call Center.**

17.1. Standard Hours of Operation. Lyft shall provide to the City, all Subscribers, and the public at large, a toll-free telephone number for the call center. The call center will provide a twenty-four (24) hours, seven (7) days a week, three hundred sixty five (365) days a year.

17.2. Rapid Response Times. The average time to transfer the call to a knowledgeable customer service representative (including hold time) shall not exceed sixty (60) seconds. The standard shall be met by Lyft eighty percent (80%) of the time during each calendar month.

17.3. Multi-Media Options. The call center shall provide support via phone and email with experienced customer service professionals who specialize in the bike sharing industry.

17.4. Multi-Lingual Options. Lyft shall ensure that there are call center operators available via both phone and email who are fluent in English and Spanish. The City may, in accordance with the approval process and cost-sharing arrangements set forth in the Regional MOA, request Lyft to provide call center support in additional languages.

17.5. Knowledgeable Staff. The operators at the call center shall be fully competent and knowledgeable to answer questions and provide accurate information concerning, among other things, subscription process, subscription prices, billing, Crashes, comments, complaints, malfunction problems, and location of the Stations. The call center manager shall be knowledgeable about the metro-Revere region.

17.6. Accountability. The call center shall keep accurate and complete written records of each such call as hereinafter required, including the primary reason for each call, date, time, and caller's name if provided.

17.7. Customer Service Report. Lyft will provide a semi-annual report including a qualitative summary of customer service issues, complaints and general trends as well as relevant training procedures and quality control processes.

17.8. City Rider Support. Lyft will be available on an ad hoc basis to provide customer service support to City staff or their designees for customer issues that cannot be resolved through email escalation. Lyft will work in good faith with the City to respond to such requests in a timely manner.

18. **Subscription Fulfillment.** Lyft shall create, produce, and distribute any physical or digital materials it uses to fulfill subscriptions, including, if applicable, registration packets, letterhead, and other collateral. If applicable to a given subscription, Lyft shall ship Subscriber Keys within two (2) business days of subscription purchase or of replacement request.

19. **Helmets.**

19.1. Compliance with State Law. Lyft is responsible for complying with Massachusetts General Laws requirements for retail businesses. In accordance with Massachusetts law, Lyft shall display in an area conspicuous to customers of the business at each Station a sign containing the following statement: “Massachusetts law requires that a bicycle helmet be worn by a person 16 years of age or under who is riding as an operator or passenger on a bicycle, in line skates, a scooter, or a skate board.” In addition, information about where Subscribers may purchase helmets, including retail locations must be available on the System Maps and the System website.

19.2. Helmets. Lyft shall provide all actual and potential Subscribers with a list of online and/or local locations to purchase helmets that are compliant with the U.S. Consumer Product Safety Council’s Safety Standard for Bicycle Helmets and feature a rear stabilizer with an adjustment dial mechanism. Multiple sizes of helmets shall be available.

20. **Backend; Data Security.**

20.1. Backend. The Backend shall provide Lyft with a complete suite of tools for real-time management of the System in order to facilitate the Work. Lyft shall constantly monitor the Backend to ensure proper functioning and shall upgrade it as required to perform the Work.

20.2. Data Reporting Access. Lyft shall provide to the City: (1) on a monthly basis, raw comma-separated values (“CSV”) or other equivalent, mutually agreed-upon file type with information concerning all trip data, bike data, membership data, and maintenance data directly to the City; provided that Lyft will make commercially reasonable efforts to accommodate requests for new fields, and provided further that in the event of an emergency, Lyft will make reasonable efforts to provide such raw data not otherwise available to the City within twenty-four (24) hours in the foregoing format or such other format as mutually agreed by the City and Lyft; and (2) visualizations of this data through Tableau or a similar tool. Lyft will, as reasonably feasible, provide additional visualizations using trip, bike, or station data within thirty (30) days of a request by the City. For the avoidance of doubt, this obligation does not supplant Lyft’s obligation to provide data through a platform such as Tableau as specified in Sections 22.3.1 (Subscriptions), 22.3.2 (Trips), 22.3.3 (Operations), 22.3.4 (Incidents) and 22.3.5 (Customer Service).

20.3. Backend Sublicense.

20.3.1. Upon the termination or expiration of this Agreement, Lyft will, at the City’s request, negotiate in good faith to sell or license to the City a right to use the Backend. Lyft agrees that the fee to sublicense the software and firmware platform upon termination or expiration of this Agreement will not exceed \$210 per Station per month, capped at \$1,080,000 annually in the aggregate, regardless of the number of Stations up to 800, plus an additional \$100 per Station per month for any Stations above 800, with all such dollar amounts increasing annually by the past year’s regional Revere-Brockton-Nashua CPI-U + 1%. Listed below are the features and functionality that would be included with the software licensing fee.

(a) Bluebikes mobile app

(b) Bluebikes website

(c) A non-exclusive sublicense to the software backend (with the right to sublicense the use of the software backend) including the functions which provide the necessary capabilities for the continued operation of the System by the City or its chosen third party, specifically:

i. Operations support and task management

ii. User account and membership management

iii. Bike and Station Commission tools

20.3.2. To the extent that modifiable aspects of the service cannot be directly configured via a backend user-interface, Lyft agrees to provide configuration and access services, at no additional cost.

20.3.3. For clarity, this Section 20.3 shall survive the expiration or termination of this Agreement.

20.4. **Data Security.** Lyft agrees to maintain the security and confidentiality of all City data for which Lyft becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A. Lyft is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. Lyft shall immediately notify the City in the event of any security breach of personal data or information including the unauthorized access, disbursement, use or disposal, and in the event of such a security breach, Lyft shall cooperate fully with the City and provide access to any information necessary for the City to respond to the security breach. Lyft shall be fully responsible for any damages associated with Lyft's breach including but not limited to G.L. c. 214, s. 3B.

21. **Lyft Staffing.**

21.1. **Lyft Staffing Levels.** Lyft shall, at all times, provide sufficient and adequately trained staff to efficiently and promptly perform the Work.

21.2. **General Manager.** Lyft shall designate, in writing to the City Project Officer, a General Manager. Unless otherwise mutually agreed by the Governance Council according to decision making per the Regional MOA, such General Manager shall work full time exclusively for the System, and shall be based in Metro Revere. Such General Manager shall be fully knowledgeable of the contents of this Agreement, and the Work. The General Manager shall be the primary point of contact between the City Project Officer and Lyft. The General Manager, or his/her designee, shall be available to Lyft's employees, staff, and subcontractors and to the City Project Officer at all times, twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days per year by telephone or email. The General Manager shall have the authority of Lyft to make prompt operational decisions concerning the Work. Lyft shall designate an additional person(s) who is authorized to make operational decisions on behalf of Lyft in the absence of the General Manager, provided however that the designation of such additional person(s) shall neither replace, supplant, nor relieve the General Manager as the primary point of contact between the City Project Officer and Lyft.

21.3. **Personnel and Staffing Diversity.** The City encourages Lyft to cultivate a diverse and inclusive workplace that reflects the demographics of the PMs by recruiting and hiring Revere residents, women, people of color, veterans, immigrants and refugees, disabled individuals, formerly incarcerated people, people who identify as LGBTQ, and low-income residents. The City additionally encourages Lyft to develop programs or participate in activities such as local mentorship and training programs that serve the same such people. To detail Lyft's efforts, Lyft shall submit annual reports with data on workforce diversity, programmatic activities, and other issues related to this goal.

22. **Reporting.**

22.1. **Monthly Financial Reporting.** Lyft shall deliver a monthly report, by the 30th day of each month, to the Project Officer with the following data:

22.1.1. Total Subscriber Revenues (including casual and member), by fare type for the preceding month and for the year-to-date;

22.1.2. Total Secondary Sponsorship Funds and Title Sponsorship Funds for the preceding month and for the year-to-date;

22.1.3. Any payments of the Revenue Share or any similar payments to the City and each of the PMs;

22.1.4. Any bank fees on the Revere Revenue Share;

22.1.5. Any payments made to Lyft out of the Revere Revenue Share; and

22.1.6. Balance of the Revere Revenue Share.

22.2. Data Access. Lyft will share with the City Project Officer and designees the following data through Tableau, or another similar business intelligence or data visualization platform. Such platform must be fully usable by personnel who do not have programming or database expertise and must allow for the extraction or download of static data into Microsoft Excel. If requested by the City, Lyft will provide the following data in a static report, but no more frequently than once per Contract Fiscal Year quarter:

22.2.1. *Subscriptions.*

- (a) Monthly and year-to-date count of active subscriptions by type (such as, but not limited to, annual, monthly, low-income annual, low-income monthly) and by home zip code at the end of each month
- (b) Monthly and year-to-date count of active subscriptions by age, gender, and ethnicity (as reported by Subscribers)
- (c) Number of new subscribers by type and by home zip code during the previous month and for the year-to-date
- (d) Number of cancellations and/or expirations of annual and monthly Subscribers that were not followed by a renewal by home zip code during the previous month and for the year-to-date
- (e) Number of renewing Subscribers by type and by home zip code during the previous month and for the year-to-date
- (f) Number of subscriptions purchased at Rental Sites, by type and by Rental Site
- (g) Number of subscriptions by type purchased by web or mobile application
- (h) Percentage of Subscriber Keys mailed within two (2) days of purchase or replacement request

22.2.2. *Trips.*

- (a) Total trips per Day for the previous month by Subscriber type
- (b) Total trips per month and year-to-date by Subscriber type
- (c) Trip starts and ends by Rental Site
- (d) Average duration of trips by Subscriber type

- (e) Total of trips greater than thirty (30) minutes by starting Rental Site
- (f) Total overtime minutes by starting Rental Site

22.2.3. *Operations.*

- (a) Percentage of time Stations are Rideable, at the System, Revere System, Revere neighborhood, and Station levels
- (b) Number of Bicycles in service
- (c) Number of Docks repaired each month
- (d) Number of Functional Stations by Day
- (e) Number of Station, Dock, and/or Kiosk malfunctions by Day and by type
- (f) Count of Bicycles checked per Day
- (g) Count of Bicycles repaired per Day
- (h) List of repairs by type (e.g., minor, major, annual) and reason (e.g., normal wear, crash, warranty failure, vandalism)
- (i) Approximate Bicycle miles traveled

22.2.4. *Incidents.*

- (a) List of all incidents (crashes, vandalism, loss, and theft) with dates and summary of outcomes
- (b) List of all stolen/missing Bicycles and status, by PM

22.2.5. *Customer Service.*

- (a) Average time to answer calls for month and year-to-date
- (b) Number of calls/emails received, by general topic area including but not limited to billing inquiries, hardware/software issues, docking/undocking problem, and refund requests
- (c) Website and social media analytics
- (d) Any instances of the website or mobile application being not operational or malfunctioning for more than ten (10) minutes

22.3. Inventory. Lyft shall create an accurate inventory list of all Capital Equipment and Lyft Equipment, including but not limited to the number and type of: Bicycles, Kiosks, Docks, Map Frames. All Capital Equipment and Lyft Equipment will be tracked by serial number or other unique identifying number, if available. With the exception of Bicycles, the location of each piece of Capital Equipment and Lyft Equipment will be maintained in the inventory. Lyft shall be responsible for keeping an accurate and up-to-date inventory list. Lyft shall provide the City with access to the inventory list.

22.4. New Reporting. Lyft shall have twelve (12) months from the Effective Date to implement any new reporting requirements.

23. **Loss, Damage, Theft, and Vandalism.**

23.1. Bicycle Loss, Theft, and Vandalism.

23.1.1. Lyft shall advise the Subscriber involved with any incident of theft to immediately file a Police Report with the Police Department in the jurisdiction where the theft, damage, or vandalism occurred.

23.1.2. Lyft is solely responsible for the cost of replacing Bicycles that are lost, stolen, or damaged beyond repair (each, a “**Lost Bicycle**”), up to one hundred ninety-five (195) Classic Bicycles System-wide in 2026, plus twenty (20) additional Classic Bicycles System-wide per calendar year thereafter (“**Lyft’s Replacement Obligation**”), provided that if Lyft successfully recovers a replacement Bicycle fee from a responsible Subscriber for a Lost Bicycle, such Lost Bicycle will not count towards Lyft’s replacement obligation in this sentence. Lyft’s Replacement Obligation shall be pro-rated for any partial calendar year within the Term. The City is solely responsible for the cost of replacing Lost Bicycles above such amounts in a given calendar year; provided, however, that Lyft will in any case diligently attempt to recover replacement Bicycle fees from responsible Subscribers and will pass on to the City any fees recovered for Lost Bicycles which are the responsibility of the City.

23.1.3. While there is a surplus of Classic Bicycles in storage (“**Classic Reserve Fleet**”), the City may elect to receive Lyft’s Replacement Obligation as either (i) Ebikes, at a ratio of two (2) Classic Bicycles per one (1) Ebike, or (ii) a credit for Classic Bicycles (a “**Classic Replacement Credit**”) to be redeemed once the Classic Reserve Fleet has been drawn down, as described below. For the avoidance of doubt, Lyft shall have no obligation to fulfill a Classic Replacement Credit until the Classic Reserve Fleet has been drawn down. The Classic Reserve Fleet shall be deemed drawn down in a given calendar year if Lyft’s Classic Bicycle replacement obligation for the prior calendar year equals or exceeds the remaining Classic Reserve Fleet. For example: if at the beginning of 2028, 300 Classic Bicycles require replacement for the 2027 calendar year and there are less than 300 Classic Bikes in storage, the Classic Reserve Fleet will be considered “drawn down” and Bicycle replacement obligations from 2028 onward are governed by Section 23.1.4. If fulfilling the replacement obligation with Ebikes would cause the Ebike fleet to exceed any applicable fleet percentage cap, such excess Ebikes shall be held in storage for rebalancing and replacement purposes and shall not count toward the Active Fleet percentage.

23.1.4. Upon draw down of the Classic Reserve Fleet, as described in the preceding Section, the City may elect to receive Ebikes instead of Classic Bicycles where one (1) Ebike is equivalent to two (2) Classic Bicycles.

23.1.5. Lyft shall have no obligation to replace, and shall bear no financial responsibility for, any Bicycle that is lost, stolen, or unreturned following a rental unlocked by a no-charge Subscriber Key issued pursuant to Article III, Section 9.6.

23.1.6. *Ebike Replacement Obligation.* Lyft and the City shall commit to good faith discussions about possible Ebike replacement obligations in exchange for reduced operations obligations by June 30, 2026.

23.2. Station Loss, Damage, Theft, Vandalism. If any of the Capital Equipment or Lyft Equipment or component thereof, other than the Bicycles, is damaged by vandalism, theft, or another distinct event other than a Supplier Defect or Lyft’s negligence (“**Specific Damage Incident**”), the Parties’ will allocate financial responsibility for the cost associated with such Specific Damage Incident in accordance with the following. Lyft’s financial obligations under this Section 23.2 shall be satisfied by payment of the applicable amounts set forth below, and the City shall retain sole discretion over procurement decisions related to any repair or replacement, including whether to source equipment from existing inventory or new supply.

23.2.1. Lyft shall be responsible for paying the first \$4,000 of repair or replacement costs for each Specific Damage Incident.

23.2.2. Lyft shall work in good faith to assist the City in pursuing any third-party insurance claims related to station loss, damage, theft, or vandalism.

23.3. **Reporting Requirements.** Lyft shall report in writing each incident of vandalism of every Station to the City Project Officer when Lyft determines that a Station has been damaged or vandalized. It shall be the obligation of Lyft to notify its insurance carrier(s) of all such incidents of vandalism if necessary. Immediately upon notice of each incident of vandalism, Lyft shall also report such incident to the City Police Department; investigate the incident; and accurately determine and record the information described in subparagraphs one (1) through (2) below:

23.3.1. Details about the vandalism including: date, time, city, state, address/location of incident; description of incident; police report number, officer name and badge number, and police precinct/department; and

23.3.2. The names, addresses, and telephone numbers of all witnesses and other persons with knowledge of the vandalism.

24. **Maximum Subscriber Fees.**

24.1. **Maximum Fees.** At the start of the Term, the maximum allowable Subscriber fees (not including usage fees, lost bike fees, or other incidental fees) are set forth in the table below. For existing Group Members and Subscribers, such fees shall be updated upon renewal of the Group Membership.

Subscriber Type	Maximum Fee	Installment Option
Standard Subscriptions		
Annual subscription	\$141.50	\$14 per month, with 12-month commitment (total of \$168)
Monthly subscription	\$32	None
24-hour subscription	\$11.99	None
Group Subscriptions		
Gold	20% discount off of Annual subscription fee (100% paid by group member; 0% by Subscriber. Trip fees – Subscriber responsibility)	None
Silver	Annual subscription fee that is split evenly by group member and	None

	Subscriber. Trip fees – Subscriber responsibility)	
Municipal	30% discount off of Annual Subscription (Municipalities may allocate the fee in one of the following ways: 100% paid by Subscriber; 50% paid by Subscriber, 50% paid by Municipality; 100% paid by Municipality)	None
Low Income Subscribers		
Annual low-income subscription	\$50	None
Monthly low-income subscription	\$5	None

Upon any increase of Subscriber Fees for subscription types with automatic renewal options, Lyft shall notify all existing Subscribers of such subscription types at least thirty (30) days in advance of such increase. Lyft shall publicize any increase of Subscriber Fees for any other subscription types at least seven (7) days in advance of such increase. Low-income monthly subscribers may cancel at any time with no penalty.

24.2. Other Changes to Subscriber Fees. Unless otherwise mutually agreed upon, the maximum fees described above shall automatically increase on the first day of each calendar year by the past year's regional Boston-Brockton-Nashua CPI-U + 1%, with such numbers rounded to the nearest cent, except for the annual subscription maximum fee, which shall automatically increase on the first day of each calendar year by the past year's regional Revere-Brockton-Nashua CPI-U + 2.5%, except under the conditions described in Sections 41.2 or 41.3, with such numbers rounded to the nearest cent. Increases beyond this amount must be presented to the Council for approval, as described in the Regional MOA.

Lyft may offer discounts on Subscriber Fees. Lyft may propose additional Subscriber types or groups to the Council for approval, as described in the Regional MOA. Such products may be available via the web, a mobile application, a Subscriber Key, a Kiosk, or some combination thereof.

25. **Low-Income Subscriptions.**

25.1. Low-Income Subscription. Lyft will offer an annual and monthly subscription option to eligible low-income individuals according to the eligibility requirements agreed to between Lyft and the Council. The number of annual and monthly low-income subscriptions will not be limited.

25.2. Eligibility. Lyft will work with the Council to determine specific eligibility requirements, such as receipt of public assistance (e.g. through SNAP or Mass Health), or income guidelines (e.g. 250% of federal poverty line), and develop a system for verification that minimizes the burden on individuals and on the program administrators while providing sufficient eligibility screening. Lyft will work in partnership with the City to validate low-income subscription qualification. Lyft-operated validation includes collecting

income information or other personal data from individuals applying for the low-income subscription as agreed upon by parties. Validation-related data is permanently deleted after a 30-day period.

25.3. Administration. Lyft, the City, and the Council will work together to coordinate with other municipal or state departments to implement systems that will enable simple eligibility verification via the System website. Lyft will work with the City, the Council, other municipal agencies, and community organizations to develop procedures for in-person eligibility and sign-up in partnership with existing social service centers and similar institutions. The City and Lyft will explore providing a cash-only fare product to provide access to under- and un-banked subscribers. The Parties will also work together to explore the feasibility of collecting small donations from non-low-income Subscribers during the enrollment process to further subsidize low-income subscriptions.

25.4. Subsidized Programs for Low-Income Subscriber. During the Term, the City reserves the right to further discount the fees for Low-Income Subscribers; provided, however, that the City shall be responsible for paying to Lyft the amount of any such discount. The City shall also be responsible for administering the subsidized program, including, without limitation, marketing subsidized subscriptions, determining eligibility, and enrolling subsidized Subscribers. In the case that the City chooses to exercise this option, Lyft shall facilitate the program by setting up Group Membership(s) for the City's use.

26. **Single Trip Fare.** Lyft may develop and make available a Single Trip Fare, which allows Subscribers access to a Bicycle for one trip. The Single Trip Fare shall initially be priced at a maximum of \$3.00 to unlock, and such maximum fee shall automatically increase by the regional Revere-Brockton-Nashua CPI-U +1% on the first day of each calendar year, with such numbers rounded to the nearest cent. Lyft may lower the Single Trip Fare as needed to achieve goals such as attracting Subscribers, incentivizing Subscribers to use alternate Stations, or otherwise encourage a healthy System. The Single Trip Fare may be purchased from the web, a mobile application, a Subscriber Key, a Kiosk, and/or some combination thereof. With approval from the Council, Lyft may discontinue the 24-hour Subscription option with the introduction of a Single Trip Fare.

27. **Municipal Employee Subscriptions.**

27.1. Municipal Employee Subscription. Lyft will offer an annual subscription option to employees of the City of Revere, including those who work for Emergency Medical Services, the Fire Department, the Police Department, the Public Health Commission, the Public Library, Public Schools, the Economic Development and Industrial Corporation, and the Water and Sewer Commission. The number of annual municipal employee subscriptions will not be limited.

27.2. Administration. Lyft shall facilitate the program by setting up Group Membership(s) for the City's use.

27.3. Subsidized Municipal Employees Subscriptions. During the Term, the City reserves the right to further discount the fees Municipal Employee Subscribers; provided, however, that the City shall be responsible for paying to Lyft the amount of any such subsidy.

28. **Usage Fees.**

28.1. Initial Free Ride Period. Payment of each subscription fee shall entitle the Subscriber to an initial free ride period for each classic bike trip. The initial free ride time for low-income Subscribers shall be at least sixty (60) minutes, the initial free ride time for Annual and Monthly Subscribers shall be at least forty-five (45) minutes, and the initial free ride time for all casual Subscribers shall be at least thirty (30) minutes. Initial free ride times for all ride types shall not be modified unless mutually agreed upon. A usage fee will be charged to the Subscriber for any trip exceeding the applicable initial free ride time.

29. **Bicycle Fees.** Bad Parking and lost Bicycle fees will be charged in accordance with the following, unless otherwise set forth in a standard operating procedure mutually agreed between the Parties:

29.1. **Bad Parking.** If a bicycle remains undocked and inactive for over sixty (60) minutes after the start of a trip, Lyft may charge the Subscriber a Bad Parking fee of up to \$50. Lyft shall not impose this fee when it confirms a Subscriber's assertion that parking was a result of Station not being functional or of guidance provided by Lyft customer service.

29.2. **Loss or Theft.** If a Bicycle has not been returned within twenty-four (24) hours of the start of a trip, Lyft may charge the Subscriber the Bicycle replacement fee of up to \$1500. If the affected Subscriber files a police report regarding the theft of the Bicycle and submits a copy of that report to Lyft or to the City, the City may elect to waive the Bicycle replacement fee in favor of a twenty (\$20) dollar service charge for processing the loss rather than the full Bicycle replacement fee, provided, however, that if the City makes such an election, Lyft will not be obligated to pay for a replacement Bicycle under Section 23.1 in such case.

30. **Subscriber Agreement.** The Subscriber Agreement shall include, at a minimum, the following elements, and the City shall have the right to review any substantial changes to the Subscriber Agreement:

- 30.1. A description of Subscriber Fees and Usage Fees, and deposits (if any).
- 30.2. Confidentiality of personal and financial data and information; how Lyft and the PMs will use information collected.
- 30.3. Subscriber's obligation to return the bicycle in the same condition as it was rented.
- 30.4. Subscriber's acknowledgement and acceptance of responsibility to provide notes to police and call center of Crash, damage, loss, and/or personal injury, theft, and vandalism.
- 30.5. Subscriber's acknowledgement and acceptance of responsibility and liability for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorneys' fees, judgements, suits, or disbursements of any kind or nature whatsoever related to a stolen or lost Bicycle or Subscriber Key.
- 30.6. Penalty amount for stolen or lost Bicycle, Subscriber Key, etc.
- 30.7. Prohibited uses, including, without limitation, no more than one person on a Bicycle at one time.
- 30.8. Prohibition of operation of any Bicycle rented from Lyft by anyone other than Subscriber. Subscriber Keys may not be transferred to anyone in any manner whatsoever.
- 30.9. A representation by each subscriber that s/he is: physically able to ride a Bicycle without risk to one's health; knowledgeable about the operation of a Bicycle; and knowledgeable about the laws pertaining to Bicycles operated within the jurisdictions where the Bicycles are used.
- 30.10. Requirement that Subscribers must be 16 years of age or older.
- 30.11. Requirement for Subscribers aged 16 or 17 that a helmet must be worn while operating Bicycles.
- 30.12. Recommendation of helmet use by Bicycle riders.
- 30.13. Prohibition on use of Bicycle while under the influence of alcohol, marijuana, drugs, any controlled substance, or any medication that would impair the subscriber's ability to operate the Bicycle in

a manner consistent with local laws and regulations.

30.14. Improper use of Bicycle rack as to type of contents, weight, or visual obstruction.

30.15. Prohibition on using Bicycles for any illegal purpose.

30.16. To be included in the agreement in capital letters and bold font:

30.16.1. Subscriber's acknowledgement of and acceptance of responsibility and risk.

30.16.2. Subscriber's acceptance to indemnify and hold harmless the City, its elected and appointed officers, officials, employees, and agents, including release of all claims other than gross negligence, including injuries and death.

30.16.3. Notification that any provision in the Lyft Terms of Service requiring the Subscriber to submit claims against Lyft to binding and final arbitration on an individual basis, not as a class member, shall not apply to the Subscriber's use of the System.

31. **Providing Accessible Service.**

31.1. Adaptive Program. Lyft shall work with the Participating Municipalities to develop a staffed adaptive program as part of the Bluebikes system. Adaptive programs are defined as a program that offers staffed, regularly occurring, round trip services where devices are publicly or privately owned, with a goal to provide a wider range of device types.

31.2. Alternatives to Audio Communications. Lyft shall promote the use of MassRelay, closed-captioning, or text-based communication services for individuals who are deaf or hard of hearing or who have speech impairments.

31.3. Title VI Compliance. On the System website, Lyft shall prominently link to information about the System's compliance with Federal Title VI law, in multiple languages, and include instruction for filing a complaint.

32. **Interruption of Service.**

32.1. Intentional Interruption of Service. If, at any time, Lyft, determines, intends, or is required, to temporarily interrupt all or a portion of the System, for any reason, including, without limitation, weather, or other event or circumstance where continued service would be unavailable, impractical, or impossible, then Lyft shall comply with a mutually agreed upon System Closure Policy, which may include intentionally interrupting service in advance of such weather or circumstance in order to adequately prepare for interruption.

32.2. Unintentional Interruption of Service. If, at any time, a System malfunction or an event or circumstance occurs that causes or will cause a temporary interruption of service, then Lyft shall immediately contact the Project Officer by telephone and by email and specifically describe the reason, estimated duration, Lyft's proposed actions to correct the cause of the interruption (if possible), and minimize the interruption, and Lyft's plans to resume service.

32.3. Restarting Service. In the case of both intentional and unintentional interruptions of service, Lyft shall be obligated to perform all necessary and appropriate acts to restart the service as soon as possible.

33. **Coordination with Third Parties**. Lyft shall be responsive to and cooperate with other PMs, other municipalities, state agencies, MAPC, Subscribers, other members of the community, community groups, and, with permission from the Council, the media regarding requests for information. Lyft shall not allow

City information to be made available to any other individual or organization without the prior written consent of the City.

34. Crashes.

34.1. Notification of Crash. Upon Lyft receiving notice or becoming aware of a Crash involving serious personal injury or fatality in the Revere System, Lyft shall notify the City Project Officer or designee by phone and/or electronic mail and provide as much detail regarding the Crash as is then available to Lyft. In the event of a fatality, Lyft shall exert every effort to prioritize a prompt response and immediate communication to the City. Lyft shall advise the Subscriber involved with a Crash to immediately file a Police Report with the Police Department in the jurisdiction where the Crash occurred. Lyft shall determine if a Police Report has been filed for the Crash and provide such report to the Project Officer when available.

34.2. Crash Reporting Requirements. Lyft shall report in writing each such Crash involving serious personal injury to the Project Officer with the information described in Sections 34.2.1 through 34.2.6 below provided, however, that Lyft's obligation to provide specific details regarding such Crash is contingent upon and limited to the information actually provided to or obtained by Lyft:

34.2.1. Any injuries suffered by the Subscriber;

34.2.2. Any damage to the Bicycle and whether that Bicycle was returned to a Rental Site or to Lyft;

34.2.3. Details about the Crash including: date, time, city, state, address/location of incident; description of Crash, including type of crash (vehicle-bike, pedestrian-bike, bike-bike, non-contact); description of Crash outcomes, including injury, severity of injury, traffic violation of the Subscriber and other party(ies), and any property damage; police report number, officer name and badge number, and police precinct/department;

It shall be the obligation of Lyft to notify its insurance carrier(s) of all such incidents of theft or vandalism if necessary.

35. Standard Operating Procedures. Lyft will provide to the City, for informational purposes only and not subject to City approval, standard operating procedures for (i) intentional interruptions of service including for Major Snow Events, (ii) if any, pursuing overdue and lost Bicycle fees, (iii) Station tech visits and, if applicable, station visual inspection, and (iv) installation and removal of Stations.

36. Bike Keys. Members who request bike keys will continue to be mailed bike keys within the time frame set forth in this Agreement. Lyft will also implement and supply at least twenty-four (24) bike key distribution sites in partnership with organizations across the PMs in lieu of bike key dispensers and shall put such information on the website in a timely manner in an easily accessible location so that riders will know where to obtain the keys. The key distribution sites shall be distributed among the PMs based roughly on the System Share allocations between the PMs unless otherwise agreed to by the PMs.

37. Ebike Fees.

37.1. Initial Free Ride Period. The Parties agree that the initial free ride period will not apply to Ebike rides to allow for per-minute Ebike fees.

37.2. Regulation of Ebike Fees.

37.2.1. Lyft may charge all Members additional fees in connection with Ebikes. The Ebike fee structure cannot be changed without mutual agreement among Lyft and the Governance Council under the Regional MOA. The maximum amount of such fees will be based on Ebike fleet mix and electrification

targets as follows:

Until the three (3) year anniversary of the Effective Date:

- $\geq 33\%$ Ebike fleet mix: \$0.15/min
- $\geq 30\%$ Ebike fleet mix: \$0.16/min
- $\geq 25\%$ Ebike fleet mix: \$0.17/min
- $\geq 20\%$ Ebike fleet mix: \$0.18/min
- $< 20\%$ Ebike fleet mix: \$0.19/min

For all years following the three (3) year anniversary of the Effective Date:

		% of Active Docks Electrified		
		<5%	$\geq 5\%$ and <10%	$\geq 10\%$
Ebike Fleet Mix	<20%	\$0.19	\$0.18	\$0.17
	$\geq 20\%$ and <30%	\$0.18	\$0.17	\$0.16
	$\geq 30\%$	\$0.17	\$0.16	\$0.15

All maximum prices above are expressed in Contract Fiscal Year 1 dollars and such maximums shall automatically increase on the first day of each calendar year by the prior year’s regional Revere-Brockton-Nashua CPI-U + 1%, with such numbers rounded up to the nearest cent.

Unless otherwise mutually agreed upon, Ebike fleet mix shall be determined by taking the average number of Ebikes in the Active Fleet for the System over the previous Contract Fiscal Year quarter and dividing it by the total number of Bicycles in the Active Fleet for the System for such Contract Fiscal Year quarter.

37.2.2. Lyft may initially charge Single Trip Fare and day pass subscribers up to \$0.33/minute for Ebike usage fees and classic bike fees after the initial free ride period. Beginning in 2027, Lyft may charge such users the following maximum Ebike per-minute usage fees (with such numbers subject to initial adjustment pursuant to Section 37.2.3), based on the same Ebike fleet calculation as in section 37.2.1 above:

- $\geq 28\%$ Ebike fleet mix: \$0.33/min
- $\geq 25\%$ Ebike fleet mix: \$0.34/min
- $\geq 22\%$ Ebike fleet mix: \$0.35/min
- $\geq 20\%$ Ebike fleet mix: \$0.36/min
- $< 20\%$ Ebike fleet mix: \$0.40/min

37.2.3. Changes to Usage Fees. Unless otherwise mutually agreed upon, the maximum Ebike usage fees shall automatically increase on the first day of each calendar year by the past year’s regional Revere-Brockton-Nashua CPI-U + 1%, with such numbers rounded up to the nearest cent:

(a) Upon any increase of usage fees for subscription types with automatic renewal options, Lyft shall notify all existing Subscribers of such subscription types at least thirty (30) days in advance of such increase. Lyft shall publicize any increase of usage fees for any other subscription types at least seven (7) days in advance of such increase.

37.3. Subsidization of Ebike Fees.

37.3.1. If the Participating Municipalities choose to subsidize Ebike fees or any other user fees, including income eligible member fees, Lyft will lower the relevant customer-facing fee to an agreed upon rate or structure, and will maintain that rate or structure as long as the Participating Municipalities are able to continue funding the difference in price from what Lyft would otherwise have been entitled to charge. Lyft will invoice the City for its portion of the fare difference on a quarterly basis and the City will pay such invoices in accordance with Section 2.11.2. Payments on any such invoices will be allocated according to System share, or as otherwise agreed by the Participating Municipalities.

37.3.2. The Participating Municipalities may subsidize Ebike per-minute fees by paying to Lyft the difference between user-facing Ebike per-minute fees and Ebike per-minute fees outlined in this Agreement. Income eligible member Ebike per-minute fees may not be less than 50% of member Ebike per-minute fees.

37.3.3. As necessary, the Participating Municipalities may request a quarterly meeting and/or report to review subsidy spend and identify potential deficits. The City will notify Lyft at least ninety (90) days in advance of any intended changes in subsidy, so that Lyft has sufficient opportunity to discuss the changes and appropriately inform users of the modified fees.

38. **Other Ebike Terms.**

38.1. Ebike Speed. For Ebikes, e-assist will not be applied above 18 mph, unless otherwise agreed by Lyft and the City. Maximum Ebike speed shall conform to state and local regulations. Lyft will work together with the Governance Council on System safety messaging.

38.2. Safety Testing. Ebike motors, motor controllers and bike wiring will be compliant with UL 2849 (Ebike safety). Ebike batteries will be compliant with UL 2271 (Electrical safety for Li-Ion battery used in Light Electric Vehicles). Lyft shall provide Standard Operating Procedures for battery charging safety. Lyft shall adhere to national best practices and comply with any local regulations regarding any safe battery charging, storage, and transportation.

39. **Equipment and Parts.**

39.1. Where customized or non-commercially available parts are used in equipment, including Bicycles and Docks, Lyft agrees, for five (5) years following purchase of the relevant equipment, to continue to supply replacement parts, at reasonable cost, beyond the term of this Agreement, as long as Lyft continues to manufacture those parts for other programs. Lyft will use reasonable efforts to notify the City of a discontinued part at least six (6) months prior to discontinuation. To the extent that Lyft's suppliers continue to make any necessary subcomponents of the part, the City may then place a last-time buy order no later than six (6) months after discontinuation, as long as the City is prepared to receive such parts upon manufacturing and shipping. Alternatively, Lyft may, if available, supply a functionally equivalent part.

39.2. Lyft will place in escrow a detailed parts list, component numbers, manufacturer / supplier information and other materials that may be necessary to support continued maintenance and operation of the equipment in the event that Lyft becomes insolvent or is otherwise unable to supply parts. Lyft will ensure appropriate legal disposition is in place to allow manufacturers to sell those custom Ebike components to another operator.

39.3. For five (5) years following the expiration or termination of this Agreement, Lyft agrees to continue supplying Ebikes, classic Bicycles and Stations, as long as Lyft continues to manufacture such equipment for other programs, at a price not to exceed 110% of the unit price in the Pricing Sheet in Exhibit C for the same models, with such amount increasing annually beginning on the first anniversary of the

Effective Date by the past year's Producer Price Index (PPI) + 1%, plus the cost of shipping and duties.

39.4. For clarity, this Section 39 shall survive the expiration or termination of this Agreement.

40. Escrow.

40.1. Lyft agrees that it will place in escrow all software, firmware, code and licenses that run on the on-street system hardware, any associated encryption keys, authorization tokens, or other security elements needed to access, update, or debug on-street system hardware, and all source code necessary for provisioning and updating devices, including server code to facilitate over-the-air updates, if applicable (“Code”) and applicable technical documentation, including communication protocol documentation, therefor (“Documentation”). All of the foregoing Code and Documentation shall be deposited into escrow promptly after execution of an escrow agreement, and shall be consistently upgraded and updated twice annually which updates shall enable the City to independently operate with no additional fees charged by Lyft. Additionally, within twenty-four (24) months from the Effective Date, Lyft shall deposit into escrow the latest version of its “for sale” software that it offers to cities/operators for bikeshare systems it does not operate, and the City shall have full access to operate the same, whether independently by the City and each other Participating Municipality or through a license or sublicense, or otherwise, with no additional fees charged by Lyft, which software will be upgraded to work with the Ebikes and other new equipment added to the Bluebikes System, and further, which Lyft shall then upgrade and update twice annually.

40.2. All Code, Documentation, Bicycles and other hardware may be tested annually by a third party engaged by the City and other Participating Municipalities at their sole cost to ensure completeness and the ability to independently operate the same, provided that Lyft shall have the right, not to be unreasonably withheld, to approve the third party based on considerations such as qualifications and competitive risks, and provided further that Lyft shall be compensated for its time assisting with any such testing and follow-up work at rates not to exceed \$370/hour, with such rate increasing annually by the past year's regional Revere-Brockton-Nashua CPI-U + 1%. Furthermore, if Lyft knows that it can no longer provide the services under this Agreement on a going forward basis, Lyft and the third party employed by the City and other Participating Municipalities shall provide written notice to the City in advance of such event to accommodate the seamless transition, and the Parties shall, within twelve (12) months of any Escrow Release Event (as defined below), retest all such Code and Documentation to ensure the transition objectives set forth above and Lyft shall make all Bicycles and other hardware available to effectuate such testing, provided that the City agrees to compensate Lyft for its time at rates not to exceed \$370/hour, with such rate increasing annually by the past year's regional Revere-Brockton-Nashua CPI-U + 1%. Escrow will be released in the event of (i) the insolvency, bankruptcy, dissolution, or liquidation of Lyft or its parent entities, or (ii) Lyft exiting the bikeshare industry (each of (i) and (ii), an “Escrow Release Event”). Upon release, the City will be entitled to all rights to use, modify, sublicense, or transfer all Code and Documentation, solely to the extent necessary for the continued operation of the Bluebikes service.

41. **Ebike Equipment Purchase.**

41.1. The PMs will work in good faith to place a Purchase Order for up to 1,500 Ebikes by xxx, 2026 to get to a minimum of a 33% Active ebike fleet, using grant funding. In the event that the Metropolitan Planning Organization grant does not get approved, the PMs commit to placing a Purchase Order for Ebikes by XXXX, XX, 2026 to accomplish a minimum of 20% Ebikes in the System (such Purchase Order, or the Purchase Order referenced in the prior sentence, an “**Ebike PO**”).

41.2. If the PMs do not place an Ebike PO by xxx, 2026, or a later mutually agreed upon date, Lyft has the right to increase the annual subscription fee up to \$155/year. In this scenario, for the remaining Term, the annual subscription fee shall increase by no more than the past year’s regional Revere-Brockton-Nashua CPI-U + 1%.

41.3. If an Ebike PO is ultimately placed after the annual subscription fee is increased to \$155/year, the annual subscription fee will be reverted the following year, on a mutually agreed upon date, to no more than \$144 (plus cumulative CPI-U + 1% adjustments for each prior year), and for the remaining Term, the maximum amount of the annual subscription fee shall increase by the past year’s regional Revere-Brockton-Nashua CPI-U + 1%.

41.4. Lyft will work in good faith to deploy Ebikes as soon as possible after receiving an Ebike PO.

42. **Ebike Fleet.**

42.1. Notwithstanding any other provision in this Agreement to the contrary, the PMs will maintain a minimum of 20% Ebikes in the Active Fleet after placing an Ebike PO.

42.2. In the event that the PMs choose to withdraw a portion of the Ebike fleet in accordance with the requirements of this Agreement, the PMs may only do so once per calendar year in or around September. The PMs and Lyft may elect, by mutual decision, to increase the Ebike fleet at any point during the Term.

42.3. If the Ebike fleet is at its contractual floor under Section 42.1 above, the PMs and Lyft will meet to discuss Ebike fleet growth, taking into account considerations like Ebike utilization, customer feedback, Ebike availability and System health metrics.

42.4. Lyft shall conform to any state or local regulations for ebikes, should regulations be implemented that limit the ability to deploy or operate electric bikes.

43. **Lyft App Integration.**

43.1. Lyft, the City and City leadership shall hold prompt discussions regarding integrating Bluebikes into the Lyft app with the goal of generating new riders, rides, and ridership revenue for the System. If Lyft app integration is approved by June 15, 2026, Lyft shall provide the following benefits to the System:

43.1.1. The annual subscription fee will remain at \$133.50 for 2026. If applicable, the initial maximum annual subscription fee under Section 41.2 will be \$144/year instead of \$155/year. If applicable, the price to which the annual subscription fee shall revert under Section 41.3 will be \$133.50/year (plus cumulative CPI-U + 1% adjustments for each prior year) instead of \$144/year.

43.1.2. The Participating Municipalities will have the option to choose the base model of Metro as the pedal bicycle of record for Bluebikes, priced at \$1,715.

43.1.3. The Municipal member discount will be set at 50%.

43.2. Lyft shall not increase the annual subscription fee until June 15, 2026.

44. **Other Micromobility.** If at any time any Participating Municipality elects to permit or otherwise allows any third party to conduct business operation(s), or otherwise offer rental services from the municipally owned public right-of-way, of scooters or another form of micromobility, then Lyft may initiate, and the Participating Municipalities shall undertake, good faith negotiations with respect to changes to the terms of this Agreement to offset the impact to System vehicle utilization from such micromobility devices. The Parties agree to use best efforts to complete such good faith negotiations in a timely manner within three (3) months of initiation of the negotiations.

45. **Future Scope of Work.** Subject to Massachusetts procurement law, the City may request additional subscriber offerings, new software products or customization, new system functionality or professional services beyond the scope of the Program Agreement or any amendment hereto. Upon receipt of such a request, the Parties shall, in good faith, negotiate a new scope of work and align on the costs, schedule, and any necessary amendments to this Agreement required for Lyft to complete the work. Under no circumstances is Lyft required to start any work prior to the Parties agreeing in writing on scope, cost, and schedule.

III. Marketing

1. General Goals and Services.

1.1. **General Marketing Goals.** Lyft shall endeavor to generate enthusiasm for the System and increase the total number of trips taken by recruiting a diversity of new Subscribers, engaging and retaining high numbers of Subscribers, and encouraging causal use by visitors to the metro-Revere region.

1.2. **Services.** Lyft is responsible for executing the above general goals with a focus on Subscriber acquisition, Subscriber engagement, user experience, product strategy, creative services, business intelligence, and corporate sales. Services include, but are not limited to: graphic design (including digital and physical assets), web development, user experience, partnership management, group sales, referral marketing, surveys, retention and win-back initiatives, media buying, digital advertising, analytics, conversion tracking, and in-person engagement activities.

1.3. **Marketing by the City.** The City retains the right to create its own marketing for the bike share system in addition to that performed by Lyft. This does not relieve Lyft of any of its marketing responsibilities.

2. System Website and Social Media.

2.1. **Website and Social Media Accounts.** In consultation with the Council, Lyft shall maintain a project website, a Facebook account, Instagram account, and a Bluesky account. The Parties may decide to create other project social media accounts. If so, these accounts will be registered to Lyft.

2.2. **Content.** Lyft shall, with input from and collaboration with the City, create and maintain the content for the initial Project website, and shall create and maintain Facebook, Instagram and Bluesky accounts and any other Project social media accounts. The City Project Officer or Council may request removal of content from website or social media accounts. Lyft shall act judiciously and in a timely manner to remedy the content of the website and social media accounts to reflect the best interests of the City and the System. Use of the City Marks and any major changes to the Project website must have the prior approval of the City Project Officer. The City Project Officer may request to provide input on the voice and messaging of any newsletter prior to its distribution.

2.3. Website. Lyft shall, at all times, keep the website information updated, current, and accurate. The website shall help enhance users' experiences and bike share systems as a whole by including the following:

- 2.3.1. Eligibility requirements;
- 2.3.2. Subscription information including rates with an emphasis on 24-hour, monthly, and annual subscription options and easily found links to Group Subscription and Low-Income Subscription products;
- 2.3.3. Payment information and subscription processing;
- 2.3.4. Method for Subscribers to update required information;
- 2.3.5. Personalized Subscriber pages with information such as miles traveled and details about trips taken;
- 2.3.6. Subscriber Agreement;
- 2.3.7. A map with the entire network of Stations (including those with Subscriber Key dispensers and Valet Stations) and real-time availability of Bicycles at each Station displayed both graphically and in text, both for a standard computer screen and mobile devices;
- 2.3.8. Frequently Asked Questions;
- 2.3.9. Safety requirements and information (including notification in the event of a malfunction, theft/loss, or Crash);
- 2.3.10. Safety and informational video(es) accessible to new, renewing, and potential Subscribers;
- 2.3.11. Information about local routes and destinations to highlight the specific qualities of the metro-Revere region and its small businesses;
- 2.3.12. Special events calendar;
- 2.3.13. News;
- 2.3.14. State and local laws;
- 2.3.15. Rider etiquette and other tips related to safe, enjoyable use of the System;
- 2.3.16. Link to the web site of the City;
- 2.3.17. Title VI related information; and
- 2.3.18. An API that allows third-party software development, data visualizations, and other tools.

2.4. Additional Website and Social Media Updates.

2.4.1. Lyft will, subject to obtaining any necessary approvals or input from the Participating Municipalities, update the website with news about the System the first week of each calendar month.

2.4.2. Lyft will maintain a page on the website that enables members of the public to suggest Station locations in all communities where Bluebikes operates. Lyft will maintain records of

location requests in a format that will be regularly shared (once per month) with the City.

2.4.3. Lyft will post social media and/or web announcements upon deployment of each new Station.

2.5. Social Media Marketing. Lyft will post content to social media that meets the following minimum requirements:

2.5.1. At least 1 original post per week on Facebook and Instagram;

2.5.2. Provide an annual marketing budget, and prepare quarterly marketing and spending reports;

2.5.3. Monthly reporting of social media analytics in marketing updates;

2.5.4. Any content created by or reposted by the City does not replace or satisfy Lyft's marketing obligations set forth herein; and

2.5.5. Promote and hold community events in the City as per this Agreement.

2.5.6. Neighborhood Member Growth

(a) For up to 5 neighborhoods in the City, Lyft shall commit to an initial threshold for percentage of member rides. Lyft shall commit to growing member rides year over year faster than they are growing in the city as a whole.

(b) After the first two years (or other agreed upon time), Lyft and the City will evaluate the language to assess if this can be expanded to other Municipalities in the system.

(c) Lyft will work with Revere on creative marketing strategies such as focused zip-code email campaigns, ad panels at stations and working directly with community partners to provide income-qualified memberships with reduced sign-up barriers.

3. **System Expansion.**

3.1. Standard Expansion Marketing. Lyft will develop a standard marketing strategy to gain awareness and create excitement upon expansion of the Revere System. Strategy should include online engagement, including sharing photos to web and social media.

3.2. Major Expansion Marketing. Upon the occasion that the Revere System will expand by more than fifteen (15) Rental Sites in a Neighborhood or across adjacent Neighborhood boundaries within 12 months, Lyft will provide marketing and community organizer support to encourage new subscriptions, and create general excitement about the expansion effort. Lyft will work with the City to support new station announcements and community-led events.

4. **Annual Marketing Plan.**

4.1. Annual Goals. On or about the Effective Date of this Agreements and each anniversary thereof during the Term, Lyft shall develop annual goals related to growth in Subscribers, Group Members, and annual trips. Goals should be established in relationship to past performance and financial projections.

4.2. Annual Plan. Lyft will develop an annual marketing plan that promotes the System consistent with annual goals. The plan should identify proposed key messages for different customer target

areas, social media strategies, in-person events, and campaigns for the year. The plan should include methods to reach specific customer markets including traditionally under-represented groups such as women, people of color, people with limited English proficiency, older adults, immigrants and refugees, and low-income users. The annual plan shall be presented and approved by the Council as described in the Regional MOA. Such presentation should include an analysis of the successes, challenges, and lessons learned from the previous year.

5. **Specially-Wrapped Bicycles.** The City reserves the right, at its sole expense, to develop custom Bicycle designs to recognize unique characteristics of the City, including neighborhoods, cultural institutions, notable people, and recognized events. Designs shall include the System name and required Title Sponsor recognition. The City is responsible, at its sole expense, for providing the design of such custom Bicycles. The City shall pay Lyft to produce and place the designs in accordance with Exhibit C (Pricing Sheet). Lyft shall be responsible for the maintenance of the designs of these specially-wrapped Bicycles and participate in any relevant marketing strategies that are aligned with the annual marketing plan. Lyft will rewrap lost or stolen specially-wrapped Bicycles for no additional charge, provided that the number of such Bicycles rewrapped does not exceed the number of Specially Wrapped Bicycles purchased by the City since 2019.

6. **Crisis Management.** Lyft shall be prepared to identify, manage, and respond (in consultation with the City) to disruptive and unexpected events, such as natural disaster, accidents, system failures, and civil unrest. Lyft shall have general preparedness policies and procedures and work with the City's Project Officer and others to ensure the execution of such policies and procedures.

7. **Diversity in System Images and Messages.** All imagery shall include riders of diverse races, ethnicities, genders, body types, and ages who are operating bicycles safely. Printed collateral developed for the distribution at community events to promote the System shall be available in both English and Spanish. The City may request that Lyft provide translation of other materials or translations in other languages as Additional Services at the prices set forth in Table 4 of Exhibit C (Pricing Sheet).

8. **Group Member and Subscriber Sales.** Lyft shall recruit, maintain, and manage accounts for Group Members. The program shall endeavor to reach new Group Members and Group Subscribers as well as retain existing Group Members. Group Members may be any companies, institutions, housing developments, community non-profits, faith-based organizations, and other affinity groups.

9. **Underrepresented Populations Subscriber Sales.** Lyft shall set annual goals related to increasing the number of Subscribers from underrepresented populations and the number of trips they take. Underrepresented populations are identified as those who exist in the broader metro-Revere region (based on current demographic statistics) but who are not proportionally represented in Subscriber demographics. These populations traditionally include women, people of color, people with limited English proficiency, older adults, immigrants and refugees, and low-income individuals. Lyft shall evaluate the number of monthly and annual Subscribers and the number of trips they take and dedicate some portion of its annual marketing plan toward achieving these annual goals. Lyft shall use, but not be limited to, the following techniques:

9.1. Advertisements in multiple languages, in addition to English, placed in local neighborhood newspapers and publications;

9.2. Targeted social media advertising;

9.3. Prominent promotion of the Low-Income Subscription options, in multiple languages, at Rental Sites near higher concentrations of low-income residents;

9.4. Participation in community events;

9.5. Partnerships with local organizations to promote bike share and the Low-Income Subscription options;

9.6. Lyft shall work with the City to provide a minimum of 10 community events per month during peak season (60+ events annually) system-wide, including City- and community-led bike share classes or events, primarily during peak riding season, where up to twenty (20) Bicycles are available at a Rental Site at no cost via access codes or no-charge Subscriber Key available to City staff, provided that the City must provide Lyft at least two (2) weeks’ notice of any such event and further provided that Lyft and the City or third-party entity, as applicable, mutually agree to the terms for having any rider of a Bicycle execute a liability waiver;

9.7. Lyft shall hire a dedicated community organizer team, seeking candidates with deep local expertise and a proven ability to engage with multilingual populations; and

9.8. Upon request, Lyft shall provide up to one group riding classes within the City per quarter to introduce audiences to using bike share to reach local destinations such as libraries, community centers, public transit, and/or farmers markets.

10. **Goals, Analytics, and Reporting.** For the following metrics related to its marketing efforts, Lyft shall establish a baseline from the 2025 operating season (April 2025 – March 2026), set annual growth goals, and make annual progress reports. Lyft may propose additional or alternate metrics to the Council for approval, according to the approval process set forth in the Regional MOA.

Metric	Performance Indicator
Subscribers – New	Total monthly Subscribers and Revenue from new Subscribers
Subscribers – Renewal	Total monthly Subscribers and Revenue from renewing Subscribers
Subscribers – Win-Backs	Total monthly Subscribers and Revenue from win-back sales
Subscribers – Group Sales	Total monthly Subscriber Revenue from Group Subscribers
	Total number of Group Members
	Total number of Group Subscribers
Subscribers – Casual	Total monthly Subscribers and Revenue from casual fare products
Subscribers	Total monthly trips by Subscriber type
System Activation	Number of events, annually
	Customer satisfaction, as indicated by surveys
Diversity	Percentage of Subscribers who identify as non-white, who identify as low-income, who identify as non-native English speakers, and who identify as non-male (where users provide such data to Lyft).
	Total monthly sales of Low-Income Subscriptions
	Number of sales made at community events
Tourist vs Local Inclusion	Number of subscribers by home zip code during the previous month and for the year-to-date
Adoption Rate	Percentage of total population within a census tract or zip code that are Subscribers

11. **Additional Marketing.**

11.1. Lyft agrees that it will proactively seek funds such as secondary sponsorships or station sponsorships in order to offset the added costs of operating Ebikes in the System, as per the Scope of Work in this Agreement. Further, it is agreed that the City may seek secondary sponsors under the terms specified

in the Regional MOA. The approval of secondary sponsors shall not be unreasonably withheld, conditioned or delayed by the City.

IV. Equipment Purchase

1. **Ordering Timeline.** The Parties agree to the following approximate deadlines for purchase and acceptance of any Capital Equipment:

Upon receipt of a written Capital Equipment order request from the City, Lyft shall provide a draft Price Quote to the City within five (5) business days. The Price Quote shall remain valid for ninety (90) days from the date of issuance. Following the City's approval of the Price Quote and issuance of an official Purchase Order to Lyft, Lyft shall deliver the Capital Equipment to the City's designated Revere area warehouse, or, upon mutual agreement, to Lyft's regional distribution center within one hundred eighty (180) days of Purchase Order receipt.

2. **Inspection, Receiving, and Assembly.** All Capital Equipment shall be delivered directly to Lyft's Revere area warehouse, or upon mutual agreement to Lyft's regional distribution center. Lyft shall be responsible for receiving and assembling all of the Capital Equipment. Upon receipt of all Capital Equipment and Lyft Equipment, Lyft shall perform detailed visual inspections to ensure that the Capital Equipment and Lyft Equipment is free of any observable defects. To the extent practicable, Lyft shall assemble and test Capital Equipment prior to acceptance. Lyft shall initially prepare and at all times maintain a detailed inspection report for all Capital Equipment and Lyft Equipment. The initial inspection report, together with all warranties, specifications, and other materials provided by the manufacturer, shall be delivered to the City, upon request, regarding each shipment of Capital Equipment and Lyft Equipment received. Lyft shall retain copies of these materials as needed. Lyft shall update the City inventory with all new Capital Equipment and Lyft Equipment, including serial numbers or other unique identification numbers where available.

3. **Equipment Warranty.** For any Capital Equipment and Lyft Equipment purchased, or otherwise acquired, from a third-party seller or manufacturer to perform the Work, Lyft shall complete, submit to the seller and/or manufacturer, and retain copies of all documents required to maintain all seller's and manufacturer's warranties. Promptly upon the discovery or receipt by Lyft of any Supplier Defects in the Capital Equipment or Lyft Equipment, Lyft shall submit to the appropriate persons or entities and diligently pursue a claim therefor. Lyft shall retain copies of such claims and all documents related thereto. Lyft shall comply with all recalls of Capital Equipment and Lyft Equipment as soon as practicable, including all existing Capital Equipment owned by the City, equipment owned by Lyft, and any future additional Capital Equipment and Lyft Equipment. Lyft is not responsible for any warranties that have expired due to the business condition of the Supplier unless Lyft, directly or indirectly, is a successor in interest to such Supplier.

Subject to the terms and conditions of the preceding paragraph, Lyft shall, with respect to any Capital Equipment provided by Lyft rather than a third-party seller or manufacturer, provide the warranty set forth in Exhibit J (Lyft Equipment Limited Warranty).

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Exhibit C: Pricing Sheet

I. Capital Equipment & Replacement

1. **Capital Equipment Cost Table.** The City may purchase new Stations or Bicycles at the prices set forth in the table immediately below.

TABLE 1: CAPITAL EQUIPMENT	
Item	Unit Price
<i>Complete Station (not including bicycles)</i>	
Station with Map Frame, without Kiosk, 11 Pillar docks (linear)	\$19,879.00
Station with Map Frame, without Kiosk, 15 Pillar docks (linear)	\$26,023.00
Station with Map Frame, without Kiosk, 19 Pillar docks (linear)	\$32,194.00
Station with Map Frame, without Kiosk, 23 Pillar docks (linear)	\$38,367.00
Station with Map Frame, without Kiosk, 27 Pillar docks (linear)	\$44,759.00
Station without Map Frame or Kiosk, 12 Pillar docks (linear)	\$18,528.00
Station without Map Frame or Kiosk, 16 Pillar docks (linear)	\$24,699.00
Station without Map Frame or Kiosk, 20 Pillar docks (linear)	\$30,863.00
Station without Map Frame or Kiosk, 24 Pillar docks (linear)	\$37,036.00
Station without Map Frame or Kiosk, 28 Pillar docks (linear)	\$43,207.00
Station with Map Frame and Kiosk, 11 Pillar docks (linear)	\$30,885.00
Station with Map Frame and Kiosk, 15 Pillar docks (linear)	\$37,059.00
Station with Map Frame and Kiosk, 19 Pillar docks (linear)	\$43,230.78
Station with Map Frame and Kiosk, 23 Pillar docks (linear)	\$49,404.00
Station with Map Frame and Kiosk, 27 Pillar docks (linear)	\$55,575.00
Charging Station with Kiosk, without Map Frame, 12 Pillar docks (linear)	\$30,644.00
Charging Station with Kiosk, without Map Frame, 16 Pillar docks (linear)	\$37,183.00
Charging Station with Kiosk, without Map Frame, 20 Pillar docks (linear)	\$43,708.00
Charging Station with Kiosk, without Map Frame, 24 Pillar docks (linear)	\$50,235.00
Charging Station with Kiosk, without Map Frame, 28 Pillar docks (linear)	\$56,766.00
Charging Station with Map Frame and Kiosk, 12 Pillar docks (linear)	\$33,436.00
Charging Station with Map Frame and Kiosk, 16 Pillar docks (linear)	\$39,967.00

Charging Station with Map Frame and Kiosk, 20 Pillar docks (linear)	\$46,498.00
Charging Station with Map Frame and Kiosk, 24 Pillar docks (linear)	\$53,029.00
Charging Station with Map Frame and Kiosk, 28 Pillar docks (linear)	\$59,559.00
<i>Bicycle</i>	
Classic Bicycle (Base)	\$1,715.00
Classic Bicycle (Connected) with GPS and rear wheel immobilization	\$2,092.00
Electric-assist Bicycle (“Ebike”)	\$3,426.00
Spare battery compatible with Ebike	\$487.00

2. **Replacement Equipment Cost Table.** The City may request Lyft to purchase, at the City’s expense, replacement parts and upgrades to the Capital Equipment at the following prices and in furtherance of the City’s obligations set forth in Exhibit B (Scope of Work), Article II, Section 4.3.

TABLE 2: REPLACEMENT EQUIPMENT & OPTIONAL UPGRADES	
Item	Unit Price
<i>Plates</i>	
Single slab (1 dock, linear)	\$279.00
90-degree slab (1 dock)	\$354.00
45-degree slab (4 docks, angled left)	\$1,034.00
45-degree slab (4 docks, angled right)	\$1,034.00
Quad dock slab (4 docks, linear)	\$1,008.00
Dual slab (6 docks, alternating directions)	\$1,034.00
Densified slab (6 docks)	\$1,087.00
Map Frame slab	\$278.00
End Cap	\$97.00
<i>Docks</i>	
Independent Pillar docking point	\$1,292.00
Charging Pillar docking point	\$1,421.00
<i>Kiosk</i>	
Obelisk Non-Charging (Solar-powered kiosk)	\$10,517.00
Obelisk Charging (Grid-connected kiosk with charging capabilities)	\$11,181.00

Map Frame (static display)	\$2,799.00
<i>Additional Station Replacement Parts</i>	
UI MODULE, DISPLAY, PILLAR	\$96.00
DOOR ASSY, LEFT, PILLAR	\$345.00
DOOR ASSY, RIGHT, PILLAR	\$345.00
PILLAR, ASSY, CASSETTE, INDEPENDENT, V2	\$698.00
PILLAR, ASSY, RECEIVER, INDEPENDENT, V2	\$340.00
PILLAR, UI MODULE, NFC, V2	\$94.00
PILLAR CHARGING, RECEIVER	\$193.00
PILLAR CHARGING, HARNESS, CHARGING CONTACT	\$69.00
LOCK ASY, PILLAR CHARGING	\$164.00
DOOR ASSY, LEFT, CHARGING, PILLAR	\$253.00
DOOR ASSY, RIGHT, CHARGING, PILLAR	\$247.00
PILLAR, ASSY, CASSETTE, CHARGING, V2	\$963.00
PILLAR, ASSY, RECEIVER, CHARGING, V2	\$450.00
<i>Additional Kiosk Replacement Parts</i>	
KIT, OBELISK, BOTTOM BATTERY	\$140.00
KIT, OBELISK, SOLAR	\$1,595.00
KIT, OBELISK, HV BOX	\$1,060.00
KIT, OBELISK, TOP BATTERY	\$88.00
KIT, NFC, S1U2	\$2,026.00
KIT, OBELISK, PLAIN SIDE PANEL (QTY 1)	\$400.00
KIT, OBELISK, DC BOX, NO RECTIFIERS, COVER	\$1,348.00
KIT, OBELISK, DC BOX, ONE RECTIFIER	\$2,616.00
KIT, CABLE, OBELISK, DC BOX TO LV BOX, ONE RECTIFIER	\$103.00
KIT, OBELISK, DC BOX, TWO RECTIFIERS	\$2,968.00
KIT, CABLE, OBELISK, DC BOX TO LV BOX, TWO RECTIFIERS	\$156.00
KIT, OBELISK, LV BOX, DISPLAY, NFC	\$5,537.00
KIT, OBELISK, TOP HAT	\$535.00
KIT, OBELISK, BEACON, TOP HAT	\$713.00

KIT, OBELISK, LIGHT PAD PANEL WITH BACKLIGHT (QTY 1)	\$913.00
KIT, OBELISK, DISPLAY	\$704.00
KIT, KIOSK, LV BOX, CCR AND NFC	\$1,400.00
KIT, KIOSK, MULTICELL	\$848.00
KIT, OBELISK, LV BOX, PLAIN DOOR	\$3,263.00

3. **Station Description.** Subject to potential innovations as described in Article II of this exhibit, Stations and components are modular, portable and designed to fit neatly into urban settings, including historical districts. Because of the modularity of the System, each Station can easily be expanded to meet demand. No excavation is needed for installation of a non-grid connected station, but is required for grid-connected stations. Station components are broken down into:

3.1. **Base Plates.** The Base Plate is the physical support onto which Docks and Kiosks are mounted. It is the base and hub for all electronic communications between a docks and the Kiosk. The same base is used to mount the Kiosk or Docks. Its “Drop and Go” design makes the station completely portable and expandable. As many as 250 Bicycles may be parked at a single Station; in practice, most stations in metro-Revere hold between 15 and 27 Bicycles, although some are larger or smaller. Base Plates are uniform modules, which enable “plug and play” expansion of the System and make them easy to install, maintain, relocate, and remove. Additionally, when used to install non-grid connected stations, they do not require construction, excavation or site preparation and no damage is done to the area pavement under the Station. At grid-connected stations, one Base Plate must be anchored to the pavement in order to secure the grid-connected cabinet. Base Plates at non-grid connected stations may be anchored to the ground in order to provide additional stability if desired.

3.2. **Station Power Sources.** Each station is fully autonomous and relies entirely on solar power and wireless communications, eliminating dependence on telecom cabling and electrical grid connectivity, except where such a configuration is desired. Lyft shall provide the capability for stations that are done via electrical grid connections. Station-wide electrical requirements are powered by a constant energy supply from batteries located in each Dock, which are charged via solar panels on non-grid connected Docks, and via the electrical grid on grid-connected Docks. These batteries can hold a backup power supply when not being actively charged via the grid or solar panels. This ensures that power failures across the grid do not impact the system and do not compromise the continuity of operations. Grid-connected stations will contain a charging cabinet, to enable connection to the grid.

3.3. **Wireless Terminals or Kiosks.** Terminal where Subscribers can secure a Subscription for immediate use of the Bicycles and existing Subscribers can use a registered credit card to use the Bicycles. The Kiosk includes a communication device, credit card processing, multi-function user interface and more.

3.4. **Docks.** Docks are the modules where Bicycles are parked and locked when not in use. They are also the point where Subscribers can check in and out a Bicycle by scanning a Customer Key on an RFID reader, or scanning a QR code on a bike. Unless otherwise approved by the GC, the Customer Key (or card) must be available as an unlocking option throughout the Term. This feature allows multiple users to pick up and return Bicycles concurrently without delays or standing in line at the Kiosk. Dock features include:

- 3.4.1. Uniform “plug and play” modules that enable an easy fit into the Base Plate;
- 3.4.2. Design-specific modularity, where compatibility is limited to Docks and Base

Plates within the same model series;

- 3.4.3. Corrosion resistant steel;
- 3.4.4. Easy to remove, replace and repair;
- 3.4.5. Virtually no downtime;
- 3.4.6. Simple and easy-to-use interface;
- 3.4.7. Front-end protector that also serves as an anti-theft mechanism; and
- 3.4.8. Reporting button for breakdowns.

4. **Bicycle Description.** Bikes are designed to be rust, salt-, sand-, and weather-resistant to accommodate high-impact, outdoor, four-season use by adults. The frames and components are also designed to be theft-, tamper-, scratch-, and graffiti-resistant. Bicycle shall be equipped, at all times, with the following items in good, acceptable operating condition:

- 4.1. Theft-proof locking mechanism;
- 4.2. Front and rear dynamo lights activated by pedaling;
- 4.3. Reflectors;
- 4.4. Light, strong, durable aluminum frame of a one-side, step-through design;
- 4.5. One piece handlebar to cover and protect all components;
- 4.6. Cables and derailleur covered for protection;
- 4.7. Chain guard integrated into the bicycle structure;
- 4.8. Front and rear internal brakes;
- 4.9. Open style front rack that can hold up to 20 pounds and fasten items securely;
- 4.10. Waterproof saddle and seat post that cannot be removed. Seat post is clearly marked with a numbered scale, visible under low-light conditions;
- 4.11. A means of tracking the whereabouts of a bicycle;
- 4.12. At least 3-speed internal gearing;
- 4.13. Durable and audible bell;
- 4.14. 36-spoke wheels;
- 4.15. Rugged, heavy duty, puncture-resistant tires with reflector band on each side;
- 4.16. Front and rear fenders;
- 4.17. Kickstand; and
- 4.18. Individual numbering of bikes to identify ownership.

5. **Changes in Unit Prices.** Unit prices for Capital Equipment set forth in Tables 1 and 2 above shall not increase for the Term of this Agreement.

II. Equipment Innovations

1. **Station Innovations.** Technological updates to allow for greater flexibility in siting Stations and in the functionality of the Stations. As technological updates become available, and subject to the terms of this Agreement, Lyft will endeavor to offer them for use in the Revere System. Some of these updates have already been incorporated to some of the System, others are anticipated to be added soon, and additional innovations are envisioned during the Term. These innovations may include, but are not limited to:

- 1.1. RFID and NFC functionalities at the Kiosk and Docks so that Customer Keys do not need to be inserted into a reader;
- 1.2. Integration of fare collection products issued by the Massachusetts Bay Transit Authority;
- 1.3. Alternate configuration(s) of solar panels, including the ability to site one at a distance;
- 1.4. Ability to hardwire stations to the electric grid;
- 1.5. Kiosks without a user interface and include only the components required to make the Docks function; or
- 1.6. Mobile terminals that allow on-street staff to accept and release bikes without the need for a Dock or Kiosk.

2. **Bicycle Innovations.** The City envisions continued improvements and technological upgrades to its fleet of Bicycles. These innovations include:

- 2.1. Alternative front or rear rack configurations and sizes;
- 2.2. Bicycles that weight between 30 and 40 pounds;
- 2.3. Bicycles with retro-reflective coating on the fork;
- 2.4. Bicycles with a cup or water bottle holder;
- 2.5. Bicycles with louder bells;
- 2.6. Bicycles with improved or new front and/or rear lights;
- 2.7. “Smart” Bicycles that may be locked to and unlocked from a standard bike rack or other location away from Rental Sites;
- 2.8. Onboard lock for mid-trip stops; and
- 2.9. Bicycles with electric assist.

3. **Innovation Pricing.** If and as the equipment in this Article II become available, Lyft may offer to provide it to the City, at the City’s expense, at the prices set forth in Table 3 below. For the avoidance of doubt, Lyft does not warrant or guarantee that any of the items set forth above or below in this Article II will become available and will under no circumstances be obligated to sell any such equipment to the City at these or any other prices.

**TABLE 3:
INNOVATION EQUIPMENT**

Item	Unit Price
<i>Station Innovation</i>	
Map frame with a digital display	\$35,000.00
Dock with no active power, cables, or a locking mechanism	\$1,000.00
Dock with no locking mechanism	\$1,000.00
Solar-canopy above or beside station to power charging	\$50,000.00
Solar-canopy ongoing data fee	\$90/station/month
<i>Bicycle Innovation</i>	
Bicycle with ability to be locked to an adjacent bike rack*	\$2,500.00
Bicycle with an onboard, secondary lock for mid-trip stops*	\$2,500.00
Tricycle	\$4,700.00
Alternative bicycle(s) for people with disabilities	\$4,700.00
Cup or water bottle holder upgrade	\$100.00
Bicycle with throttle as well as pedals	\$3,750.00
Lightweight bicycle with e-assist	\$3,750.00
Bicycle with front or rear-loading cargo or child seats >50 lbs	\$4,000.00
Tricycle with front or rear-loading cargo or child seats >50 lbs	\$4,500.00

III. Additional Services

1. **Additional Services Cost Table.** The City may, from time to time, request Lyft to perform Additional Services. Unless otherwise agreed between the Parties, the fees for the Additional Services set forth in Table 4 below shall be at the rates set forth opposite each service.

**TABLE 4:
ADDITIONAL SERVICES**

Service	Unit	Price
Station Relocation	Per Station (by hand)	\$500.00
	Per Station (with flatbed or crane)	\$2,000.00
Third Party Station Relocation	Per Station (by hand)	\$600.00
	Per Station (with flatbed or crane)	\$2,500.00
Station Reconfiguration	Per Station (<= 12 docks)	\$500.00

	Per Station (> 12 docks)	\$2,500.00
Station Installation or Replacement	Per Station	\$2,500.00
Seasonal removal, storage, and reinstallation	Per Station (up to 40 stations systemwide)	\$4,500.00
	Per Station (41 stations or more systemwide)	\$6,000.00
Seasonal storage (no removal/re-installation)	Per Station	\$500.00
Specially-wrapped Bicycles	Per Bicycle for first 5	\$1,350.00
	Per Bicycle for 6 through 20	\$1,000.00
	Per Bicycle thereafter	\$800.00
Snow Removal	Per Station (Exceptional Snow Removal)	\$150.00
	Per Station (revisit due to third party piling after initial snow removal)	\$200.00
PSA production	Per printed poster	\$75.00
PSA installation or removal	Per Station visit	\$25.00
Translation services for written collateral	Per word (250-word minimum)	\$0.25
Language support for customer service	Per minute (calls) / per email	\$1.00 / \$2.50
Station Permitting, Zoning, and/or Ownership Determination	Per hour	\$75.00
Station Siting	Per site plan (new site)	\$750.00
	Per site plan (relocation / reconfiguration)	\$500.00
	Per site plan (electrified site)	\$1,500.00
License assignment	Per license assignment	\$400.00
Educational classes	Per 3 hour class	\$1,200.00
Adaptive bike program library	Per device (minimum 4 devices to launch program)	\$8,000.00
Event valets	Per event	\$1,200.00
Bike deliveries in excess of those required by this Agreement	Per delivery	\$300.00
Taking a Station offline and hooding Docks with five (5) free per year for the City (or which shall be at no cost when required due to weather)	Per instance per Station	\$600.00

2. **Other Additional Services.** If the City requests Lyft to perform Additional Services not described in Table 4 above, Lyft may, upon such request, provide to the City a proposed fee for such services, and shall commence performance only upon acceptance by the City of the proposed fee.

Exhibit D: Existing Sponsor Agreements

N/A

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Attachment: 2026.0321 DRAFT - Lyft - Revere Bikeshare Program Agreement (2026) (26-085 : Lyft Bikes and Scooters, LLC, Bluebike

Exhibit E: Agreement with HYM

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Attachment: 2026.0321 DRAFT - Lyft - Revere Bikeshare Program Agreement (2026) (26-085 : Lyft Bikes and Scooters, LLC, Bluebike

Exhibit F: Certificates of Insurance

See attached.

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Exhibit G: City of Revere Standard Contract Terms

See attached.

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Attachment: 2026.0321 DRAFT - Lyft - Revere Bikeshare Program Agreement (2026) (26-085 : Lyft Bikes and Scooters, LLC, Bluebike

Exhibit H: Contractor Certifications

See attached.

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Exhibit I: LYFT EQUIPMENT LIMITED WARRANTY

Warranted Equipment. Lyft warrants that the equipment listed in the Warranted Equipment table below (“**Warranted Equipment**”) will be free from Defects (as defined below) for the length of time listed in such table from date of Delivery when purchased directly from Lyft or a Lyft authorized reseller. This limited warranty applies, to the extent permitted by law, to any repair, replacement part or replacement device for the remainder of the original warranty period. Claims made under the warranty provided in this paragraph will be processed according to Lyft’s standard RMA process for warranted repairs and/or replacements. The warranty provided in this paragraph is subject to Warranted Equipment being operated and maintained in accordance with the Documentation.

Wear Equipment. The City acknowledges that all equipment parts that are not specified as Warranted Equipment will be designated as “**Wear Equipment**” which may require periodic replacement by the City, and that, notwithstanding anything to the contrary, the replacement or degradation of all Wear Equipment is not covered by warranty beyond two (2) days after the Wear Equipment is taken out of the shipping box, not to exceed three (3) weeks after Delivery.

Notice of Defect. When the City claims any Defect in any Warranted Equipment, the City must send to Lyft a written notice stating the nature of the Defect and the serial number(s) of the Equipment affected by the Defect; and, at Lyft’s request, the City must make such Equipment available for Lyft’s inspection.

EACH PARTY AGREES THAT THE EXPRESS WARRANTIES MADE BY LYFT PURSUANT TO THE PRECEDING PARAGRAPH ARE IN LIEU OF AND, TO THE FULLEST EXTENT PERMITTED BY LAW, TO THE EXCLUSION OF ANY OTHER WARRANTY, CONDITION, TERM, UNDERTAKING OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE WARRANTIED EQUIPMENT, INCLUDING, WITHOUT LIMITATION, AS TO THE CONDITION, QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR THE PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LYFT DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

This limited warranty does not affect any additional rights the City may have under applicable law.

“**Defect**” means any and all situations and events where any Warranted Equipment has defect in design, materials, or workmanship or does not conform to or operate in accordance with any of the Specifications, provided, however, that “**Defect**” does not cover or include any of the following:

- i. malfunctions in wear parts or related to the normal deterioration or wear-and-tear of parts;
- ii. malfunctions related to the interaction of the Warranted Equipment with any device, component, or part that is not supplied by Lyft (e.g., spare parts that are not supplied by Lyft);
- iii. malfunctions related to the use or operation of the Warranted Equipment in a way that is contrary to the instructions provided by Lyft in the Documentation;
- iv. cosmetic damage (e.g., scratches, dents, and chips) to the finish of the Warranted Equipment, unless such damage was related to the handling or manipulation by Lyft or by its manufacturers, suppliers or agents or by defect in design, materials, or workmanship or does not conform to any of the Specifications;
- v. Warranted Equipment that has its original model and serial numbers removed, altered, or otherwise obliterated on any surface that is not a sticker;
- vi. malfunctions related to modifications, repairs, or customizations made to the Warranted Equipment that were not authorized by Lyft;
- vii. malfunctions related to the failure to maintain the Warranted Equipment pursuant to the instructions

provided by Lyft in the Documentation;

viii. malfunctions related to any failure to adequately package the Warranted Equipment for transportation; or

ix. damages or malfunctions related to force majeure, as well as vandalism or other clearly abusive use.

“**Documentation**” means all documents provided by Lyft, which describe the use, installation, operation, maintenance, repair, and storage of the Warranted Equipment, and which may be updated from time to time by Lyft.

“**Specifications**” means the technical and aesthetic requirements for Warranted Equipment set forth in any supply agreement or purchase order terms between Lyft and the buyer of Warranted Equipment.

Warranted Equipment - Bikes

Description of Item	Warranty
Frame	5 year
Fork	5 year
Triangle	2 year
Wire Harnesses	2 year
Vehicle Control Unit	2 year
Motor	2 year
Battery	1 year

Warranted Equipment - Stations

Description of Item	Warranty
Housing / Mechanical Structures	5 year
Terminal Electronic Components	2 year
Display with Touchscreen	2 year
Cassette Assembly	2 year
Cables and Wire Harnesses	2 year
Solar Panels	2 year



CITY OF REVERE

Patrick M. Keefe Jr.
Mayor

March 31, 2026

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

Dear members of the Honorable Revere City Council,

I write to inform you of my appointment of Juan Jaramillo to the Affordable Housing Trust Fund Board, in accordance with Revere Ordinance Chapter 2.90 and MGL Chapter 44 Section 55C. I am appointing Juan for a two year term, effective the date of the oath of office.

Juan cares deeply about housing equity and affordability in the City of Revere. I am confident that he has the knowledge and skillset to commit to this role.

Regards,



Patrick M. Keefe Jr.



CITY OF REVERE

Patrick M. Keefe Jr.

Mayor

March 31, 2026

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

Dear members of the Honorable Revere City Council,
I write to inform you of my reappointment of Daniel Occena to the License Commission in accordance with MGL Chapter 138 Section 4-5. I am reappointing Mr. Occena to a six-year term, effective the date of the oath of office.

Mr. Occena has been a consistent and trustworthy member of the License Commission throughout his first term, which gives me the confidence that he can continue for a second.

Regards,


Patrick M. Keefe Jr.



CITY OF REVERE

Patrick M. Keefe Jr.
Mayor

March 31, 2026

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

Dear members of the Honorable Revere City Council,
I write to inform you of my reappointment of Thomas Carleton to the Conservation Commission, in accordance with MGL Title VII, Chapter 40, Section 8C. I am reappointing Thomas to a three-year term, effective the date of oath of office.

Tom has been an integral component of the Conservation Commission throughout his first term. I am confident that he will continue to serve Revere meaningfully for a second term.

Regards,

Patrick M. Keefe Jr.



CITY OF REVERE

Patrick M. Keefe Jr.
Mayor

March 31, 2026

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

Dear members of the Honorable Revere City Council,
I write to inform you of my reappointment of Robert Selevitch to the License Commission, in accordance with MGL Chapter 138 Section 4-5. I am reappointing Mr. Selevitch to a six-year term, effective the date of oath of office.

Mr. Selevitch has reliably and diligently served as the Chair of the License Commission since 2022, and has my trust to continue in his role for a second term.

Regards,

Patrick M. Keefe Jr.



CITY OF REVERE

Patrick M. Keefe Jr.
Mayor

March 31, 2026

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

Dear members of the Honorable Revere City Council,

I write to inform you of my reappointment of Stephen Reardon to the Election Commission, in accordance with MGL Chapter 51 Section 16A. I am reappointing Mr. Reardon to a four-year term, effective the date of oath of office.

I am confident that Mr. Reardon has the knowledge and skillset to serve the Election Commission for a second term.

Regards,



Patrick M. Keefe Jr.

Office of the Mayor • 281 Broadway, Revere, Massachusetts 02151-5051
Tel. (781) 286-8111 • www.revere.org

Attachment: S. Reardon Reappointment Letter Election Commission (26-076 : Reappointment of Stephen Reardon to the Election Commission)



CITY OF REVERE

Patrick M. Keefe Jr.
Mayor

March 31, 2026

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

Dear members of the Honorable Revere City Council,

I write to inform you of my reappointment of Bernardo Sepulveda to the Conservation Commission, in accordance with MGL Title VII, Chapter 40, Section 8C. I am reappointing Bernardo to a three-year term, effective the date of oath of office.

Bernardo has been an integral component of the Conservation Commission throughout his first term. I am confident that he will continue to serve Revere meaningfully for a second term.

Regards,

Patrick M. Keefe Jr.

An Ordinance Further Amending Title 17 of the Revere Revised Ordinances Establishing Regulations for Outdoor Lighting

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

Section 1. Title 17 of the Revere Revised Ordinances is hereby amended by inserting the following new Chapter:

Chapter 17.33 Outdoor Lighting

- Section 17.33.010 Intent and Purpose
- Section 17.33.020 Definitions
- Section 17.33.030 Applicability
- Section 17.33.040 Requirements
- Section 17.33.050 Prohibitions
- Section 17.33.060 Enforcement

Section 17.33.010 Intent and Purpose

- a. To increase night sky visibility, improve nighttime vision and the color rendition of outdoor light, and reduce the impacts of outdoor lighting for people and wildlife.
- b. To conserve energy and reduce the consumption of electricity for lighting purposes.
- c. To reduce light pollution and glare from outdoor lighting fixtures and reduce excessive light levels as existing fixtures are replaced over time.
- a. To permit the use of outdoor lighting that does not exceed the minimum levels specified by recommended practices of the Illuminating Engineering Society (IES) for night-time safety, utility, security, productivity, enjoyment, and commerce.
- b. To minimize adverse impacts of lighting such as light trespass, obtrusive light spillover, and harmful glare.
- c. To curtail light pollution, reduce sky-glow, and improve the nighttime environment.

Section 17.33.020 Definitions

BUG rating system: A simple lighting classification system (IES TM-15-20 standard or its successor) by the Illuminating Engineering Society (IES) and the DarkSky International to describe the light pollution contributions from outdoor Luminaires, including for street and parking lot lighting. Each letter is attached to a number ranging from 0 (ideal) to 5 (unacceptable). **B** describes backlight that often contributes to Light trespass. **U** describes uplight, which contributes to skyglow, which limits a person's ability to see the stars. **G** describes glare, which makes it difficult for people to see and thus makes roadways more dangerous and security lighting less effective.

Correlated Color Temperature (CCT): A specification of the color appearance of the light emitted by a light source, measured in Kelvin (K). CCT values are typically provided in lighting manufacturer data sheets. For example, high pressure sodium streetlights are approximately 2000 K and warm-white lamps are 2700 K.

Environmentally Sensitive Area: Sensitive uses include: all residential uses, any land subject to a

conservation restriction, agricultural land or any land that contains threatened or endangered species habitats.

Foot-candle: A measurement of light intensity. One (1) foot-candle (fc) is defined as enough light to uniformly illuminate one square foot (1 ft²) with one (1) lumen. Lux (lx) is the SI unit of illuminance; 1 foot-candle corresponds to 10.764 lx.

Fully shielded: An outdoor luminaire constructed so that, in its installed position, all of the light emitted by the luminaire is projected below the horizontal plane that passes through the lowest light emitting part of the luminaire.

Glare: Intense and blinding light emitted by a luminaire that reduces visibility and creates visual discomfort and/or momentary visual impairment.

Illuminance: Density of luminous flux (the rate of transfer of energy) incident on a surface, often measured on horizontal or vertical surfaces in foot-candles (fc or Lumens/ft²). Example, the full Moon casts 0.01 fc.

IES: Illuminating Engineering Society is a recognized authoritative body on the science and application of lighting that publishes and promotes recommended practices for a variety of specific lighting applications.

Lamp: The bulb or other light-emitting portion of a luminaire, not inclusive of any reflective or refractive optics used to direct light.

Light Pollution: an adverse and/or obtrusive effect of the use of outdoor light at night,

Light trespass: Any light emitted by a luminaire that shines beyond the property on which the luminaire is installed and increases the Illuminance as measured at the lot line in foot-candles.

Lumen: A unit of luminous flux; the flux emitted within a unit solid angle by a point source with a uniform luminous intensity of one candela (the SI unit of luminous intensity).

Luminaire: A complete lighting assembly, consisting of a lamp/bulb, housing, optic(s), and other structural elements, but not including any mounting pole or surface.

Luminance: The amount of light that passes through, is emitted, or reflected, from a particular area, and falls within a given solid angle. The SI (International System of Units) unit of luminance is candela per square meter (cd/m²), also known as a nit.

Nuisance: The unreasonable, unwarranted and/or unlawful use of property, which causes inconvenience, disruption of enjoyment, or damage to others, either to individuals and/or to the general public.

Skyglow: A measurable glow in the night sky deriving from an artificial source.

Section 17.33.030 Applicability

- a. **New Lighting.** All exterior lighting installed after the effective date of this ordinance shall be in conformance with the requirements established by this ordinance and any other applicable

- ordinances.
- b. Existing Lighting. All outdoor *luminaires* that were lawfully installed prior to the effective date of this ordinance, but that do not comply with the requirements of this ordinance, are declared to be non-conforming. All non-conforming *luminaires* may continue to be used and maintained after the adoption of this ordinance, but shall be brought into compliance with the requirements of the ordinance upon any modification of the subject property requiring a permit from the City of Revere.
 - c. This Chapter is applicable to all outdoor lighting fixtures, except for the following:
 - i. Lighting within rights-of-way or easements for the principal purpose of illuminating streets, alleys, mid-block passages, civic spaces, athletic fields, or any lighting owned or operated by the City of Revere;
 - ii. Sign lighting (Refer to Sections 17.08.745, 17.36.030, and 17.36.035 relative to digital and illuminated signage).
 - iii. Lighting for public monuments and statuary;
 - iv. Holiday lighting;
 - v. Outdoor lighting used for emergency equipment and work conducted in the interest of law enforcement or for public health, safety, or welfare;
 - vi. Underwater lighting;
 - vii. Temporary lighting for theatrical, television, performance areas and construction sites; and
 - viii. Low voltage landscape lighting controlled by an automatic device that is set to turn the lights off at one hour after the site is closed to the public.

Section 17.33.040 Requirements

- a. Shielding. Unless exempted elsewhere in this Ordinance, all exterior *luminaires* with initial *lumens* exceeding 600 *lumens* shall be *fully shielded*.
- b. Light Output.
 - i. The output of any luminaire installed on a residential property shall not exceed fifteen hundred (1,500) *lumens*. The output of any *luminaire* on a nonresidential property shall not exceed five thousand (5,000) *lumens*, except as otherwise permitted by this Ordinance.
 - ii. *Illuminance* on nonresidential properties shall not exceed the values recommended by the Illuminating Engineering Society (IES) for the specific application by more than 50% unless in the judgment of the Building Commissioner there are extenuating circumstances related to safety and security that justify an exception.
- c. Nuisance. No exterior *luminaire* shall create a lighting *nuisance* in the form of *light trespass* or *glare*, regardless of when it was installed.
 - i. Light trespass. The maximum vertical *illuminance* at a property line that is adjacent to a residential property or to an *environmentally sensitive area* shall not exceed 0.05 *foot-candle*. For all other adjoining property, outdoor lighting must be designed or installed so that the *illuminance* at the property boundary line does not exceed 0.1 *foot-candle*. The measurement for compliance may be made by the Building Commissioner and vertical *illuminance* shall be measured at the property line measured five (5) feet above grade with the meter aimed toward the subject property and perpendicular to the property line.
 - ii. Glare. *Glare* is declared to be a lighting *nuisance* when it constitutes a hazard to public safety along a public way or causes intense discomfort to occupants of adjacent properties. This determination will be made by the Building Commissioner through a site visit and a visual

inspection.

- d. Correlated color temperature. The *correlated color temperature (CCT)*, of the light emitted by the luminaires shall not exceed 2700 K unless introduced as part of a façade or landscape lighting scheme used exclusively for the decorative illumination through color of certain building façade, landscape features or holiday lighting. If a *luminaire* with a CCT of 2700 K or lower is unavailable, then a *luminaire* with a CCT of 3000 K may be used.
- e. Outdoor accent lighting. Lighting of landscaping, monuments, plaques, flagpoles and similar installations are exempted from the shielding requirements in Section 17.33.040(a), but shall be focused directly at the target so that the *luminaire* does not create a *nuisance*. Such lighting shall be designed and installed so that the *luminaire* points downward toward the target where possible, emits no more light than is necessary for the task, and is turned off or dimmed after astrological twilight or within one (1) hour of the business or building's closing time, whichever occurs first, unless a safety or security need is demonstrated to the Building Commissioner.
 - i. String lights. Also referred to as festoon lighting. Unless fully shielded, string lights shall have an output not exceeding fifty (50) lumens per linear foot. Such lighting shall not exceed, in total, two thousand (2,000) lumens for residential properties and four thousand (4,000) lumens for nonresidential properties.
 - ii. Landscape lighting. Illumination of landscape features and building façades shall be limited to luminaires with output not exceeding two hundred and fifty (250) lumens and shall be installed and oriented so that their light output points directly toward the feature(s) to be illuminated. Such lighting shall not exceed, in total, two thousand (2,000) lumens for residential properties and four thousand (4,000) lumens for nonresidential properties.
 - iii. Holiday lighting. Decorative lighting used to celebrate holidays shall not be installed more than six (6) weeks prior to the holiday and shall be removed within two (2) weeks following it.
 - iv. Flags. Any pole-mounted flag illuminated at night shall utilize no more than three (3) spotlight luminaires per flagpole. Each of these luminaires shall be installed and oriented so that their light points directly toward the flag(s), incorporate optics to create the narrowest possible beam, and not exceed six (600) lumens in output.
- f. Lighting Plans. All applications for a building permit for construction that includes exterior lighting shall include lighting plans showing the location, mounting height, *correlated color temperature (CCT)*, *lumen* output, *BUG* rating (if applicable), shielding description, and the quantity of all proposed *luminaires*. For non-residential property, said lighting plan must also include the proposed schedule of use, including use of timers, dimmers and/or motion-sensors. The applicant shall provide sufficient information to verify that lighting conforms to the provisions of this Ordinance. The Building Commissioner shall have the authority to request additional information in order to confirm compliance with the provisions of this ordinance.

Section 17.33.040 Prohibitions

The use of the following types of outdoor lighting is prohibited, except as specifically exempted in this ordinance:

- a. Searchlights, sky beams, and similar lighting, except as required by public-safety personnel during emergency conditions.

- b. Any *luminaire* that intermittently fades, flashes, blinks, or rotates. This includes strobe lighting.

Section 17.33.050 Enforcement

- a. Administrative guidance. The Building Commissioner is authorized to promulgate one or more interpretive documents to aid in the administration and enforcement of this ordinance. The owner of any lot or property on which a luminaire or sign subject to this Ordinance is located or proposed to be located shall have the burden of demonstrating that the existing or proposed luminaire or sign complies with the standards established by this Ordinance. The manufacturer's specification sheet may be used to establish the *lumen* level of a *luminaire*, *CCT* and, if required, to verify the use of *fully shielded* fixture design. Illumination levels may be verified through the use of manufacturer's photometric data sheet(s) and/or photometric site drawing or through on-site calibrated light meter light level readings. The owner of any lot or property on which a *luminaire* or sign subject to this Ordinance is located or proposed to be located shall have the burden of demonstrating that the proposed *luminaire* or sign complies with the standards established by this ordinance. A site visit at night by the Building Commissioner for purposes of a visual observation and/or photograph may be required to determine compliance.
- b. Violations. It shall be unlawful to install or operate any outdoor lighting *Luminaire* in violation of any provision of this ordinance. This ordinance may be enforced by the Building Commissioner. If the offending luminaire is powered off or rendered inactive within 24 hours, it is no longer considered a violation.
- c. Relief and Penalties. The Building Commissioner is authorized and empowered to institute and maintain, in the name of the City of Revere, any and all enforcement proceedings seeking injunctive relief and any other appropriate remedy, including fines and penalties. Violation of this ordinance shall be subject to a penalty of \$300 if violation has not been corrected within 14 days. Each day that a violation exists shall be deemed a separate offense. This ordinance may be enforced through the non-criminal disposition method as provided in M.G.L. c. 40D, § 21D and/or an order to cease and desist until the violation is remedied.