City of Melrose
City Council
Regular Meeting

Monday, July 20, 2026, 7:45 PM
City Council Chamber, 1st Floor
562 Main Street, Melrose, MA 02176

AGENDA

NOTE:
To watch this meeting live visit mmtv3.org or local cable station MMTV (Channels 3, 15, 22 on Comcast or Channels 37, 38, 39 on Verizon)
Some Board and Commission meetings meet via zoom. Information on how to enable closed captioning for online commission meetings can be found by clicking here.

I. CALL TO ORDER

Jason Chen
Cal Finocchiaro
Maya Jamaleddine
Manjula Karamcheti
Elizabeth Kowal
John Obremski
Christopher Park
Devin Romanul
Kimberly Vandiver
Ryan Williams
Brad Freeman, President

Pledge of Allegiance

II. MINUTES APPROVAL

A. City Council Meeting June 15, 2026 7:45 PM

Special City Council Meeting June 29, 2026 7:45 PM

III. PUBLIC COMMENT

When: Jul 20, 2026 07:45 PM Eastern Time (US and Canada)
Topic: City Council Meeting

Join from PC, Mac, iPad, or Android:
https://cityofmelrose-org.zoom.us/j/98110960996?pwd=npHsIYHSeQxLV1MmzhiaAH86iDhuZe.1

Passcode:096980
Webinar ID: 981 1096 0996

IV. COMMUNICATIONS FROM THE HONORABLE MAYOR & OTHER CITY OFFICIALS

V. NEW BUSINESS

A. Filings by the Honorable Mayor

i. Appointments/Reappointments

1. **(ID # 2026-1415):** Appointment of Dionysios Kaskarelis, 116 Walton Park, to the Human Rights Commission for a three-year term, said term to expire on the last day of February 2029.

ii. Grants

1. **(ID # 2026-1529):** Acceptance of the FY2025 Emergency Management Performance Grant in the amount of $5,850.00

iii. Orders

1. **(ID # 2026-1530):** Amending Article II, Section 93 of the Melose Code of Ordinances to allow for a licensing and inspection process for kennel licensing in Melrose.

2. **(ID # 2026-1531):** Acceptance of Revised Easement at 105 Walton Park in Melrose

3. **(ID # 2026-1533):** Grant of Easement for 204 Tremont Street

B. Filings by members of the Honorable City Council

C. Orders

i. **(ID # 2026-1520):** ***Informational Order*** - Warrant for 2026 State Primary to be held at Melrose Middle School Gymnasium on Tuesday, September 1, 2026 from 7:00am to 8:00pm for Ward 1, Precinct 1 and 2; Ward 2,Precinct 1 and 2; Ward 3 Precinct 1 and 2; Ward 4, Precinct 1 and 2; Ward 5, Precinct 1 and 2; Ward 6, Precinct 1 and 2; and Ward 7, Precinct 1 and 2 to notify the inhabitants of the City of Melrose that can cast a vote in the State Primaries.

ii. **(ID # 2026-1521):** ***Informational Order*** - The Board of Registrars has agreed to the following dates, times and location for the State Primary In Person Early Voting: *Saturday, 8/22 9am-5pm; Monday, 8/24 through Thursday 8/27 8:30am-4pm and Friday, 8/28 8:30am -12:30pm* in the City Council Chamber located on the first floor of Melrose City Hall 562 Main Street Melrose MA.

VI. UNFINISHED BUSINESS

A. Appropriations

i. **(ID # 2026-1334):** Appropriation from Peg Access Fund #2922 in the amount of $167,277.80 to MMTV and $55,759.27 to Melrose Public Schools (#1803).

B. Orders

i. **(ID # 2026-1376):** Report on results of the Municipal Surplus Buildings Study for the Police Station and Ripley School Sites

ii. **(ID # 2026-1382):** Authorization to Amend Solid Waste Facility Operating Agreement by and between the City of Melrose and Waste Management of Massachusetts.

iii. **(ID # 2026-1508):** Approval of Lease Agreement with the Archdiocese of Boston for the Lease of the Parking Lot near St. Mary's Church at 41 Myrtle Street, Melrose MA

iv. **(ID # 2026-1509):** Appropriation in the amount of $7,000.00 from contract stabilization (#8404) to Account #012962-527950 for rental expenses for the St. Mary's Parking Lot Lease.

v. **(ID # 2026-1507):** Request that the City Council Approve the Written Determination that the Lease Transaction of the St. Mary's Parish Parking Lot is a Unique Acquisition of Property pursuant to M.G.L. c. 30B.

VII. REPORTS FROM COMMITTEES

VIII. EXPIRIES

IX. RULE 36 REPORTS

X. ADJOURNMENT

The City of Melrose does not discriminate based on disability and is committed to hosting accessible meetings and events. Individuals with disabilities who need auxiliary aids and services for effective communication, written materials in alternative formats, or reasonable modifications in policies and procedures, in order to access the programs and activities of the City of Melrose or to attend meetings, should contactthe City's ADA Coordinator, Polina Latta platta@cityofmelrose.org.

June 9, 2026

Dear Josh and Members of the Melrose Human Rights Commission,

Thank you for considering my application to serve on the Melrose Human Rights Commission. I would be honored to contribute to the Commission's work.

My interest in human rights and inclusion comes from my own experiences. I grew up in a Greek foreign service family, living in nine countries across Europe and the United States by the age of twenty-four. Some of my earliest memories are from Cyprus, where I witnessed a society divided by conflict. Later, I lived in Berlin while the Wall still stood. As a child, I saw how governments could either separate people or bring them together. I came to admire the role the United States played in creating a more united Europe.

My perspective was also shaped by my Greek values: eleftheria (freedom), demokratia (democracy), filotimo (honor), and filoxenia (hospitality). Through our extended Ethiopian family, I learned about Ethiopian history and culture and came to appreciate the many similarities between our cultures. Meaningful connections begin when we approach each other with openness.

My own immigration journey further strengthened these beliefs. After arriving in the United States as a student, it took over six years to become a citizen. While I was fortunate to have resources and support, the process was often stressful, uncertain, and at times embarrassing. It gave me a deeper appreciation for the challenges many of my peers face while supporting families, learning a new culture, and building a life in a language that is not their own.

America's story is, in many ways, a story of immigration. Generations of newcomers crossed oceans, took extraordinary risks, and worked under difficult conditions to build better lives for themselves and their families. In doing so, they helped build the communities, businesses, institutions, and infrastructure that continue to strengthen our country today. Ultimately, we all play a role in shaping our country's future, whether directly or indirectly, and that is one of the reasons I feel a responsibility to contribute to the institutions that serve our community.

My wife and I moved to Melrose in 2023 to raise our family. We were drawn by the schools and quality of life, but what convinced us to stay were the people. Neighbors welcomed us. Our children play together. Melrose became home because of its sense of community.

If appointed, I hope to contribute my experiences to the Commission's work and help strengthen the sense of inclusion, belonging, and community that makes Melrose such a special place to live. Thank you for your consideration.

Sincerely,
Dionysios Kaskarelis

DIONYSIOS KASKARELIS

Melrose MA • [redacted] • [redacted] • LinkedIn Profile

PROFILE

Finance professional with over 20 years of experience across private, public, and international roles. Registered as an Investment Adviser Representative in Massachusetts under fiduciary obligations and regulatory oversight. Currently manages a real estate advisory, investment, and operating platform active in Greater Boston. Additional experience includes development finance and investment banking.

PROFESSIONAL EXPERIENCE

Access Properties — Melrose, MA

Founder & Chief Executive Officer | 2022 – Present

- Lead investment management activities including capital formation, analysis, financing, and asset management through a Massachusetts-registered investment advisory practice.
- Oversee the operations of a private real estate investment vehicle.
- Advise clients on acquisitions, dispositions, and leasing transactions and provide project management services for renovation, new construction, and development activities.
- Develop and manage a technology-enabled investment platform designed to expand access to real estate opportunities through simple and transparent processes.

European Investment Bank (EIB) — Luxembourg

Senior Banking & Strategy Officer | 2018 – 2019

- Advised management regarding strategic planning and institutional lending initiatives.

Head of Trust Funds & Donor Relations Unit | 2016 – 2018

- Managed grant-funded investment programs exceeding €1 billion supporting infrastructure, economic development, and technical assistance initiatives.
- Directed fundraising activities resulting in over €100 million in donor commitments.
- Led relationships with governments, international organizations, development institutions, and private-sector stakeholders across Europe, the Middle East, and North Africa.
- Chaired investment committees responsible for project selection and resource allocation.

Global Relationship Manager | 2008 – 2016

- Managed relationships with financial institutions participating in intermediated lending programs supporting small and medium-sized businesses in Greece and Cyprus.
- Structured and negotiated financing agreements with governments, international organizations, and commercial banks, expanding access to finance from €250 million to more than €1 billion.
- Supported financial-sector stabilization initiatives during the European sovereign debt crisis.
- Conducted financial due diligence and risk assessment for investment operations.

Funding Officer | 2005 – 2008

- Led international capital market bond issuances across multiple currencies, supporting local market development in emerging European economies and annual borrowing programs measured in the tens of billions of euros.

Investor Relations Office Assistant | 2004 – 2005

- Supported investor communications, reporting, and stakeholder engagement activities.

Earlier Career

- Held financial advisory positions with Atlantic Bank and Prudential Securities in New York.

PUBLIC SERVICE

- Public Diplomacy Volunteer, Consulate General of Greece — Boston, MA | 2020-2021
- Member, Joint Committee on Equal Opportunities, EIB — Luxembourg | 2011 – 2014
- Aircraftman, Hellenic Air Force – Tripoli, Greece | 2002

EDUCATION

Fletcher School of Law and Diplomacy, Tufts University — Medford, MA

- M.A. International Relations

Bayes Business School, City University of London — London, UK

- M.Sc. Finance, Shipping, and Trade

Carroll School of Management, Boston College — Newton, MA

- B.S. Finance

LICENSES & LANGUAGES

- Investment Adviser Representative (Series 65)
- Massachusetts Real Estate Salesperson
- Languages:
    - Fluent — English & Greek
    - Conversational — Italian & French

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services, or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION	COMMONWEALTH INFORMATION
Contractor Legal Name MELROSE, City of	**Department** Massachusetts Emergency Management Agency **Mosaic Department Code** CDA
d/b/a	**Contract Manager Name** Lisa Hennessey
Legal Address As entered on Form W-9 or Form W-4 562 Main Street, Melrose, MA 02176-3142	**Business Mailing Address** 400 Worcester Road, Framingham, MA 01702
Contract Manager Name John White	**Billing Address** If Different same
Phone **Fax**	**Phone** 508.561.0449 **Fax**
Email jwhite@cityofmelrose.org	**Email** EM.Grants@mass.gov
Vendor Code VC 60001912116	**Mosaic Transaction ID(s)** FY26EMPG250000MELRO / 25EMPG
Vendor Code Address ID e.g. "AD001". AD Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.	**RFR/Procurement or Other ID Number**

◉ NEW CONTRACT

Procurement or Exception Type (Check one option only)

- ☐ **Statewide Contract**
(OSD or an OSD-designated department.)
- ☐ **Collective Purchase**
(Attach OSD approval, scope, and budget.)
- ☑ **Department Procurement** - Includes all Grants 815 CMR 2.00.
(Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)
- ☐ **Emergency Contract**
(Attach justification for emergency, scope, and budget.)
- ☐ **Contract Employee**
(Attach Employee Status Form, scope, and budget.)
- ☐ **Interim Contract with new Contractor**
(Attach justification for Interim Contract and updated scope/budget.)
- ☐ **Other Procurement Exception**
(Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)

○ CONTRACT AMENDMENT

Current Contract End Date ***PRIOR*** **to Amendment**	**Amendment Amount** Or Enter "No Change"

Amendment Type
Check one option only. Attach details of amendment changes.

- ☐ **Amendment to Date, Scope, or Budget**
(Attach updated scope and budget.)
- ☐ **Interim Contract with Current Contractor**
(Attach justification for Interim Contract and updated scope/budget.)
- ☐ **Contract Employee**
(Attach any updates to scope or budget.)
- ☐ **Other Procurement Exception**
(Attach authorizing language/justification and updated scope/budget.)

TERMS AND CONDITIONS

The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding.
Check ONE option:

◉ Commonwealth Terms and Conditions ○ Commonwealth Terms and Conditions for Human and Social Services ○ Commonwealth IT Terms and Conditions

COMPENSATION

Check ONE option.

The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

○ **Rate Contract (No Maximum Obligation).** (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

◉ **Maximum Obligation Contract.** Total maximum obligation for total duration of this contract (or new total if contract is being amended): $5,850.00

Mosaic Transaction ID(s)

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy.

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:	**10 days**	% PPD.
	15 days	% PPD.
	20 days	% PPD.
	30 days	% PPD.

If PPD percentages are left blank, identify reason:

☐ **Statutory/legal** ☐ **Ready Payments** (M.G.L. c. 29, § 23A) ☑ **Agree to standard 45-day cycle** ☐ **Only initial payment**

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment.
Attach all supporting documentation and justifications.

Funding for this subgrant is provided via a Federal Fiscal Year 2025 Emergency Management Performance Grant (FFY 2025 EMPG), Assistance Listing #97.042. Funds may only be used for activities outlined in the attached scope of work and in accordance with attached Federal Articles of Agreement, and Commonwealth Terms and Conditions

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

○ **YES** If YES, the Contractor's annual SDP commitment for this Contract is

○ **NO** If NO, and the department is an Executive Department, enter the appropriate exemption:

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

◉ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

○ 2. may be incurred as of , **20** , a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date**.**

○ 3. were incurred as of , **20** , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE

Contract performance shall terminate as of June 30 , **20** 27 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS

Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR Signature and date must be captured at time of signature.		**AUTHORIZING SIGNATURE FOR THE DEPARTMENT** Signature and date must be captured at time of signature.	
Signature	**Date**	**Signature**	**Date**
Print Name	**Print Title**	**Print Name**	**Print Title**

Agreement Articles

Program: Fiscal Year 2025 Emergency Management Performance Grant
Recipient: EMERGENCY MANAGEMENT AGENCY MASSACHUSETTS
UEI-EFT: TTWNNQRC9U11
Award number: EMB-2025-EP-05007

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Indirect expenses

DESCRIPTION

MEMA utilizes EMPG funds for financial support of its emergency management activities. All personnel funded via EMPG will work to meet the training standards set by FEMA.

QUANTITY	UNIT PRICE	TOTAL
1	$319,469.00	$319,469.00

BUDGET CLASS

Indirect charges

Of the total Federal funds, $6377029.00 has been placed on hold. See the following terms in the Agreement Articles for more details:

Article number	Title	Payment hold
Article 61	Funding Hold: Additional Information Required	$6377029.00

Article 1	Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications
Article 2	General Acknowledgements and Assurances
Article 3	Acknowledgement of Federal Funding from DHS
Article 4	Activities Conducted Abroad
Article 5	Age Discrimination Act of 1975
Article 6	Americans with Disabilities Act of 1990
Article 7	Best Practices for Collection and Use of Personally Identifiable Information
Article 8	CHIPS and Science Act of 2022, Public Law 117-167 CHIPS
Article 9	Civil Rights Act of 1964 – Title VI
Article 10	Civil Rights Act of 1968
Article 11	Communication and Cooperation with the Department of Homeland Security and Immigration Officials
Article 12	Copyright
Article 13	Debarment and Suspension
Article 14	Drug-Free Workplace Regulations
Article 15	Duplicative Costs
Article 16	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
Article 17	Energy Policy and Conservation Act
Article 18	Equal Treatment of Faith-Based Organizations
Article 19	Anti-Discrimination
Article 20	False Claims Act and Program Fraud Civil Remedies
Article 21	Federal Debt Status
Article 22	Federal Leadership on Reducing Text Messaging while Driving
Article 23	Fly America Act of 1974
Article 24	Hotel and Motel Fire Safety Act of 1990
Article 25	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article 26	Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Article 27	Lobbying Prohibitions

Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.
Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."
Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38 **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48 **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49 **Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54 **Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification**

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 **Compliance with Federal Immigration Law**

1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 56	**Non-Applicability of Specific Terms and Agreement Articles** Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.
Article 57	**Impact of San Francisco v. Trump Preliminary Injunction** Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.
Article 58	**Impact of State of Illinois v. FEMA Injunction** Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article.
Article 59	**Non-Applicability of Specific Agreement Articles** Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 60	**Period of Performance and Budget Period** Notwithstanding language in the Obligating Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025 to September 30, 2026. The Period of Performance and Budget Period stated in the Obligating Document shall not apply.
Article 61	**Funding Hold: Additional Information Required** FEMA has placed a funding hold on this award, and $6,377,029.00 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the following investments/projects. Project/Investment: # EMB-2025-EP-05007 Award amount: $6,377,029.00 To release the funding hold, the recipient must provide a detailed cost breakdown and justification for the investments/projects listed above. FEMA will rescind the funding hold upon its review and approval of the detailed cost breakdown and justification. If you believe this funding hold was placed in error, please contact the relevant Preparedness Officer or Grants Management Specialist.
Article 62	**Funding Hold: Verification of State's Population** FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award. To release the funding hold, the SAA must provide a certification of the recipient state's population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States. FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.
Article 63	**Rescission of Agreement Articles Pursuant to State of Illinois, et al. v. FEMA, et al.** In accordance with the U.S. District Court for the District of Rhode Island's Order in State of Illinois, et al. v. FEMA, et al., No. 25-206 (D. R.I.), dated October 14, 2025, and FEMA Information Bulletin No. 538, the following terms and conditions are rescinded under this award: 1. Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions. 2. Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions. 3. The "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" Agreement Article. 4. Paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination". 5. The "Compliance with Federal Immigration Law" Agreement Article. 6. The "Impact of State of Illinois v. FEMA Injunction" Agreement Article. 7. The "Impact of San Francisco v. Trump Preliminary Injunction" Agreement Article.

Article 64	**Amended Period of Performance and Budget Period Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).** Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period" of your award package is rescinded. The new Period of Performance and Budget Period for this award is October 1, 2024 to September 30, 2027.
Article 65	**Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).** Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded.

Parties
The Contractor/Subrecipient is an eligible public or private not-for-profit entity that has applied for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award under the Federal Fiscal Year (FFY) Emergence Management Performance Grant (EMPG).

The subrecipient must be represented by a duly authorized official(s) of the Contractor/Subrecipient whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor/Subrecipient. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency (MEMA), Emergency Management Grants Unit (EM Grants Unit) is responsible for administering this grant program.

Agreement
The Subrecipient and MEMA will execute a Commonwealth of Massachusetts Standard Contract Form through which the subrecipient agrees to perform all activities as described in the approved application within the budget, dates of service, and other conditions set forth below. MEMA agrees to reimburse the Subrecipient for all allowable costs incurred within period of performance as stated in the executed state contract and to provide technical assistance and support required to carry out the purposes of the grant.

Special Conditions
1. *Communication*. Primary communication regarding this contract shall take place between the subrecipient's primary point of contact and MEMA's EM Grants Unit.
2. *Press*. Subrecipient agrees to proactively notify EM Grants Unit of any interactions or planned media outreach regarding activities funded under this grant program.
3. *Release of Information*. All records, papers and other documents of any kind related to the funded activity in any manner and kept by subrecipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
4. *Pass Down Requirements*. If a subrecipient proposes to engage in sub-sub-granting activities, it shall ensure its sub-contractors/sub-subrecipients adhere to all applicable contract conditions and pass down requirements.
5. *Reporting*. Subrecipients agree to submit timely and accurate reports as needed and directed. Failure to comply with this condition may result in the withholding of subrecipient funds until the delinquent report is received. See Reporting Requirements below for details.
6. *Contractor/Consultant Rates*. Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
7. *Project Point of Contact*. Subrecipients are required to notify EM Grants Unit of any project point of contact changes within 30 days following the change. Notification must include the following:
    a. Name
    b. Title
    c. Email address
    d. Phone number
8. *Internet Access*. Subrecipients must have Internet access.
9. *Email addresses*. Subrecipient's project point of contact for this subgrant must have individual email addresses.
10. *Subrecipient Non-compliance*. Subrecipient is subject to the federal and state regulations and related requirements set forth herein.
11. *Non-compliance*. Subrecipients that are found to be in non-compliance may result in an audit finding and subsequent repayment of funds.
    a. Approval of a project, project costs, contract, or payment by MEMA does not exempt the Subrecipient from requirements to repay funds.
    b. Should a state, federal, or local audit reveal that actions taken by the Subrecipient, or any of its contractors, regardless of previous approval by MEMA, do not comply with policies, laws, or regulations, the subrecipient agrees to repay the required amounts in the manner and timeframe determined by MEMA.
    c. Repayments not made as expected will be considered debts and addressed under the Commonwealth's Debt Collection and Intercept Regulation (815 CMR 9.00).

12. *Monitoring*. Subrecipients agree to cooperate with MEMA's EM Grants Unit monitoring and site visits.
13. *Records Retention*. The Contractor/Subrecipient shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
14. *Award Acceptance*. Prior to acceptance of Federal Articles of Agreement and MEMA Special Conditions and Reporting Requirements, subrecipient must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA's EM Grants Unit prior to the execution of the contract in order to determine and implement the appropriate remedy.
15. *Project Revisions.* Subrecipients are required to notify MEMA's EM Grants Unit if they need to revise their approved projects.
    a. Project revision request should be emailed to EM Grants Unit at EM.Grants@mass.gov and include removal of old items, additional items and justification for the revision
    b. Failure to request and receive prior approval for revisions will result in disallowable expenses and possible closing of project with no activity.
    c. MEMA is not obligated to reimburse activities that were not part of subrecipient's approved project.
    d. Only EM Grants Unit can approve project revisions,

Reporting Requirements

1. Subrecipients are required to submit quarterly reports. Failure to submit required reports will result in MEMA terminating contract for cause and without reimbursement of activities. Reporting periods and due dates are listed below:
    a. April – June report is due July 15, 2026
    b. July – September report is due October 15, 2026
    c. January – March report is due April 16, 2027
    d. April – June report is due July 15, 2027
2. Subrecipients are required to submit final reimbursement no later than August 16, 2027.
    a. Reimbursement requests must be emails to EM.Grants@mass.gov and include MEMA's EM Grants Unit Reimbursement Request Form,
    b. Invoices for all items under reimbursement and match documentation.
    c. Failure to submit proper documentation within required due date(s) will result in closing subrecipient's project with no activity and no reimbursement.

EMERGENCY MANAGEMENT

CITY OF MELROSE

John J. White – *Director*

Fire Headquarters – 576 Main Street, Melrose, MA 02176

To: Mayor Jennifer Grigoraitis
CC: Kerriann Golden, City Auditor
Date: July 13, 2026
RE: Acceptance of FY2025 EMPG Grant

Dear Mayor Grigoraitis,

I respectfully request the acceptance of the FY2025 Emergency Management Performance Grant in the amount of $5,850.00. Funding from the grant will be used to procure a laptop computer and two dedicated workstations to support activation of the Emergency Operations Center (EOC). Annual dues for membership in the Mystic Region Emergency Planning Committee will be paid with funding from this grant.

Respectfully submitted,

John J. White
Emergency Management Director

Amending the Code of the City of Melrose, by deleting Section 93-5, renumbering, and amending Section 93-9 as follows:

A. DOG LICENSING

(1) Any and all persons who are owners or keepers of dogs residing within the City of Melrose shall register each dog which is six months old or older with the City Clerk and shall cause said dog to be licensed, numbered and described. The licensing period shall be on an annual basis commencing on January 1 of each year and ending on December 31 of each year.

(2) The City Clerk shall not issue a license to any dog unless the owner or keeper thereof provides the City Clerk with a veterinarian's certification that said dog has been vaccinated in accordance with MGL c. 140, § 145B, or has been certified exempt from this provision due to a finding of the Board of Health that, due to infirmity or physical condition of said dog, inoculation is deemed inadvisable, or has a notarized letter from a veterinarian that a certification was issued or a metal rabies tag bearing an expiration indicating that said certification is still in effect.

(3) The City Clerk shall charge the following fees for the issuance of dog licenses. Said fees shall not be reduced or prorated in the event that the license is issued for less than one calendar year. Spayed or neutered dog: $20 per year; an intact dog: $23 per year. A late fee of $15 is to be imposed if not licensed by March 15 annually. No fee shall be charged for a license issued for a service animal as defined by the Americans with Disabilities Act or regulations promulgated thereunder. [Amended 12-17-2012 by Ord. No. 2013-69; 8-21-2017 by Ord. No. 2018-4]

(4) The owners or keepers of the dog shall cause the dog to wear a collar or harness, of leather or some other suitable material, to which shall be attached a tag issued by the City Clerk at the time of licensing. Said tag shall contain the name of the City of Melrose, the license number and the year of issue of said license.

B. KENNEL LICENSING

(1) In accordance with G.L. c. 140 Section 137A of the General Laws, any and all persons maintaining a kennel in the City of Melrose shall obtain a kennel license from the Licensing Authority, who is the City Clerk. A Kennel is defined as a pack or collection of 5 or more dogs on a single premises. The licensing period for all kennel licenses shall be on an annual basis commencing on January 1 of each year and ending on December 31 of each year.

(2) There are three types of kennels that may be licensed in Melrose:

   i. **Personal Kennel (5-6 dogs)**: Anyone wishing to keep more than four dogs, three months (13 weeks) or older, kept under single ownership for private personal purposes, shall apply for a personal kennel license. The maximum number of dogs allowed to be kept under a personnel kennel license is six. The City Clerk shall charge the following fees for issuance of Personal Kennel Licenses: Fee: 5-6 dogs - $75.00. Copy of a Rabies Certificate for each dog over 6 months must be provided with any license application or renewal.

ii. **Commercial Boarding or Training Kennel**: An establishment used for boarding, holding, day care, overnight stays or training of animals that are not the property of the owner of the establishment, in exchange for consideration and in the absence of the owner of any such animal. These facilities do not include animal shelters or pet shops licensed by the state Director of Animal Health. It also does not apply to a facility operated solely for the purpose of grooming animals. The City Clerk shall charge the following fees for issuance of Commercial Kennel Licenses: up to 5 dogs - $75.00; 6 to 10 dogs - $100.00; 11 to 20 dogs - $125.00; 21-25: $150.00; 26+- $300.00.

iii. **Domestic Charitable Corporation:** Any facility operated, owned or maintained by a domestic charitable corporation registered with the Department of Agricultural resources, an animal welfare society, or other nonprofit organization incorporated for the purpose of providing for and promoting the welfare, protection and humane treatment of animals. No fee shall be charged for domestic charitable licenses per MGL c. 140, s. 137A(c).

(3) General License Requirements

i. Any application for a kennel license shall be submitted to the City Clerk's office on a form provided by the City Clerk. Before a kennel license can be issued or renewed, the kennel must be inspected by an Animal Control Officer to ensure that it is being maintained in a sanitary, safe and humane manner in accordance with standards and requirements set by the Animal Control Officer, and that all records are up to date and on file as required by law. All dogs within a personal kennel shall be vaccinated for rabies and certificates must be produced for inspection when requested. All dogs within any commercial kennel shall have current vaccinations for rabies, distemper and Bordetella. If, in the opinion of the Melrose Animal Control Officer or the Director of Public Health, additional vaccinations are necessary due to animal or public health concerns, additional vaccinations may be required. If additional vaccinations are required, license holders will be notified in writing by the Animal Control Officer or Director of Public Health.

ii. No new kennel license will be issued unless the Melrose Animal Control Officer, Melrose Building Department, and City Clerk review and approve the application.

iii. The City Clerk, as the licensing authority, shall specify on every kennel license the maximum number of animals that may be maintained by a licensee following an initial inspection, and each annual inspection thereafter. Such number shall be determined by the City Clerk and Animal Control Officer following the required inspection. For commercial boarding or training kennels, the number of animals shall be determined following the required inspection and in accordance with regulations promulgated pursuant to section MGL c. 140, § 174G of the General Laws to ensure the property can support the number of animals while ensuring their health and safety.

iv. A kennel license may not be used in lieu of individual dog licenses. All dogs in a private kennel must have individual dog licenses and tags.

v. Notwithstanding the provisions of this section, all kennels shall comply with all other provisions of Chapter 140, Sections 136A through 174G of the General Laws.

vi. The City Clerk shall deny a kennel license until a kennel has passed inspection by the Animal Control Officer. If the City Clerk denies a Kennel License application or renewal, the Applicant may request a reinspection of the Kennel after reasonably demonstrating to the Animal Control Officer that the proposed Kennel has been brought into compliance with the requirements of this section and applicable state statutes. The Animal Control Officer shall then make a report to the City Clerk, who shall, within a reasonable time, review the application and make a determination.

(4) *Inspection Authority.*

i. The Animal Control Officer may at any time inspect any kennel located in the City of Melrose. If, in the judgment of the Animal Control Officer the kennel is not being maintained in a sanitary or humane manner, or if records are not being properly kept as required by law, the Animal Control Officer may by order, revoke or suspend the license for the kennel.

ii. Depending on the severity of the offense, a license may be suspended or revoked on a first violation of applicable laws or this Ordinance.

iii. If a licensee or applicant refuses to allow the Animal Control Officer to enter and inspect a kennel, the refusal shall also be grounds for denial, suspension, or revocation of a license.

(5) Resident Complaints.

i. Twenty-five residents of the City may file a petition with the Mayor, to the attention of the Melrose Board of Health, stating that they are aggrieved, or annoyed to an unreasonable extent, by one or more dogs at a kennel maintained in the City, because of excessive barking or vicious disposition of said dogs or other conditions connected with such kennel constituting a public nuisance.

ii. Within seven days after the filing of such petition, the Board of Health shall give notice to all parties in interest of a public hearing to be held within 14 days after the date of such notice before the Board of Health.

iii. Within seven days after such public hearing, said Board shall make an order either revoking or suspending such kennel license or otherwise regulating said kennel, or dismissing said petition.

(6) *Penalties; violations; appeal rights*.

i. Any person or entity who violates this section shall be assessed a fine by the City Clerk of $500 for a first offense and a fine of not more than $1,000 for a second or subsequent offense, or otherwise be subject to an order revoking or suspending their license.

ii. Any person or entity maintaining a kennel after the license to maintain a kennel has been revoked or suspended shall be assessed a fine by the City Clerk of $250 for a first offense, $500 for a second offense and by a fine of $1,500 for a third or subsequent offense, pursuant to allowable fines under Chapter 140, Section 137C of the General Laws.

iii. Within ten (10) days after issuance of any Order revoking or suspending the license, further regulating the kennel or dismissing the petition, licensee may file a petition in district court seeking review of the Order, as outlined in MGL c. 140, § 137C. The decision of the court shall be final and conclusive upon the parties.

iv. This ordinance may also be enforced through appropriate criminal or civil process under Massachusetts General Laws.

CITY OF MELROSE

HEALTH DEPARTMENT

Board of Health
Frank Brincheiro, MD
Lillian Kelly R.N.
Dawn Jacobs R.N., MPH

Health Director
Anthony Chui, MPH

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781)979-4130
health@cityofmelrose.org

To: Melrose City Council
From: Anthony Chui, Health Director
Date: July 15, 2026
Subject: Updating Melrose Code to Comply with Ollie's Law

Ollie's Law[1], first enacted in September 2024, was created in response to serious safety failures in dog boarding and daycare facilities, including the fatal incident involving "Ollie," a dog killed in a dog fight at a doggie daycare, whose death highlighted gaps in statewide kennel oversight. For the first time in Massachusetts, this law has established state oversight of commercial kennels, including daycare and boarding facilities by the Massachusetts Department of Agricultural Resources ("MDAR"). The law also required MDAR to adopt regulations related to standards and enforcement, which are expected sometime in 2026.

The Melrose code of ordinances currently has no process for the licensing of Kennels (currently only a "Special License" exists to allow for licensing of more than three dogs- and no one currently has a "special license" allowing for 5 or more dogs which would now be a private kennel under state law). Ollie's Law now <u>requires</u> that cities and towns develop local processes for licensing and inspecting of any operating kennels within their municipality. There are generally five types of kennels now acknowledged by this new law: 1) Personal Kennel, more than 4 dogs on a single premises for personal use; 2) Commercial Boarding or Training Kennel; 3) Commercial Breeder Kennels; 4) Domestic Charitable Corporation Kennel; and 5) Veterinary Kennel, a vet hospital or clinic that provides boarding for reasons other than medical treatment or care.

After review by our new Animal Control Officer ("ACO") and my department, we do have existing businesses in Melrose that now meet the new definition of "commercial kennel" under these new state regulations and we need a local process for our ACO to inspect and the City Clerk to license them. As mentioned above, this law expanded the definition of "kennel" under state law, and now includes doggie daycare and training facilities which currently exist in Melrose. The City needs to ensure these facilities are following the regulations and inspections required under state law which is why this ordinance is coming before you now for your review and approval.

As with dog licensing, under state law, the City Clerk is the licensing authority. All kennels- including dog training, daycare, boarding facilities- must now be inspected prior to any license being issued or renewed, and are subject to inspection at any time by the ACO to ensure they are being maintained in a sanitary and humane manner and that records are being kept as required by state law. They also must be reported to the state on an annual basis, once licensed, by the City Clerk.

[1] Signed into law as "An Act to Increase Kennel Safety" – Chapter 213 of the Acts of 2024.

The attached ordinance was developed by myself and our new Animal Control Officer, with assistance from the City Solicitor. The City Solicitor has reviewed and confirmed this amended Ordinance meets the requirements of the state law for kennel licensing and the City's responsibilities.

Passing this Ordinance will ensure compliance, improve local safety measures, and position us to adopt the forthcoming state standards of MDAR related to Kennel safety- expected sometime this year- without delay. Our ACO already has a draft application she has worked on to send to the City Clerk for review and approval, and has begun to develop an inspection checklist and requirements for these types of Kennels moving forward in the Melrose community.

For these reasons, I respectfully request Council approve the amended section of Melrose Code of Ordinances, Chapter 93 Animals, Article II Dogs, as set forth in the text provided.

Sincerely,

Anthony Chui
Regional Health and Human Services Director
achui@cityofmelrose.org
(781) 979-4130

DEPARTMENT OF PUBLIC WORKS
Administration–Engineering–Water–Sewer–Facilities
Parks–Forestry–Highway–Sanitation–Cemetery–Fleet

CITY OF MELROSE

Elena Proakis Ellis, P.E., BCEE
Director of Public Works

City Yard, 72 Tremont Street
Melrose, Massachusetts 02176
Telephone – (781) 665-0142
E-mail: eproakis@cityofmelrose.org

MEMORANDUM

To: Mayor Jennifer Grigoraitis

From: Elena Proakis Ellis, P.E., BCEE, Director of Public Works
Shannon Phillips, City Solicitor
Jay Coy, P.E., PMP, City Engineer

Date: July 14, 2026

Re: **Acceptance of Easement at 105 Walton Park**

Please accept the following relative to the attached easement revision documents and plans.

The property at 105 Walton Park, owned by Kevin Collins and Britt Wedenoja, contains an existing easement that the City of Melrose utilizes for drainage purposes. The documents indicate revisions and slight modifications to the location of said existing easement. These revisions are desired to accommodate the approved and permitted home improvements by the owners at 105 Walton Park.

As part of this agreement, the owners constructed upgrades to the drain system with the installation of new drainage pipe and manholes within the proposed relocated easement. This work was engineered, constructed and managed solely at their expense. The City of Melrose reviewed the proposed project and offered comments and conditions which were incorporated in the final design and construction. The installation of the drainage infrastructure was inspected by the City and a registered as-built plan will be provided to the City of Melrose and registered at the Registry of Deeds by the homeowner at their expense.

The easement documents have been reviewed by our City Solicitor. Neither she nor I have objection to the request being approved under the terms and conditions listed in the attached documents.

Please feel free to contact me with any additional questions or concerns.

EASEMENT

This GRANT OF EASEMENT (this "Agreement"), dated as of ___________ ___, 2026 (the "Effective Date"), is hereby made by and between Kevin Collins and Britt Wedenoja, husband and wife as Tenants by the Entirety, having an address at 105 Walton Park, Melrose, Massachusetts 02176 (collectively, hereinafter, the "Grantor") and the City of Melrose, a Massachusetts municipal corporation, having a usual place of business at 562 Main Street, Melrose, Massachusetts 02176 (hereinafter, the "Grantee"). For good and valuable consideration of Ten and 00/100 Dollars ($10.00) and other valuable considerations provided, the receipt and sufficiency of which are hereby acknowledged under seal, Grantor hereby grants to Grantee a perpetual right and easement as set forth in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as more fully described in Section 2 below (the "Grantor's Land").

1. Description of the Easement. The easement granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way (the "Easement"), with the right, privilege, and authority to access, construct, reconstruct, repair, replace, maintain, operate, inspect, and, at its pleasure, abandon or remove an underground drainage line (collectively, the "Facilities"), which the Grantee shall require now and from time to time, under that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and utilize the Facilities within the Easement Area for the purpose of providing drainage through the Facilities (the foregoing, hereinafter, the "Easement"). All rights of Grantee conveyed by this Easement are subject to the reservation of rights and restrictions set forth in Section 5 below.

2. Description of Grantor's Land. Grantor is the fee owner of certain land recorded with the Middlesex South Registry of Deeds in Book 84542, Page 75 (the "Grantor's Land") as more particularly set forth in **Exhibit A**, attached hereto and recorded herewith.

3. Location of the Easement Area. The Easement Area shall consist of a portion of the Grantor's Land, 8 feet in width throughout its extent, as defined as "8' Wide Drainage Easement" shown on the plan entitled "Plot Plan of Land in Melrose, 105 Walton Park, Melrose, MA" prepared by PJF & Associates dated February 9, 2026 being attached hereto as **Exhibit B**, and recorded herewith.

4. Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Property Address: 105 Walton Park, Melrose MA 02176

5. Reservation of Rights and Restrictions. Grantor reserves the right to make improvements upon the surface of the Easement Area, provided that said improvements do not materially impact the Facilities. Grantee shall have the right to reasonable access to the Easement Area and the right to excavate for the purposes of repair, replacement or maintenance of the Facilities, provided that Grantee shall restore the Easement Area to the same condition as immediately preceded said access or excavation.

6. Extinguishment of Existing Rights. This Agreement shall extinguish any existing easement rights, whether obtained by explicit grant or acquired by prescription, in favor of Grantee, related to any existing or previously existing drainage pipes in or across the Grantor's Land, to the extent said drain pipes will no longer be utilized and more particularly shown on the plan hereinabove referred to a copy of which is attached hereto as **Exhibit "C".** By its signature hereon, Grantee hereby releases all rights in and to said existing easement.

7. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

Witness our hands and seal this ____ day of ______________, 2026.

Grantor:

By:____
Kevin Collins

By: ______________________________________
Britt Wedenoja

Grantee:
CITY OF MELROSE

By:______________________________________
Its:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _______ ____, 2026

On this _____ day of __________, 2026, before me, the undersigned notary public, personally appeared **Kevin Collins**, proved to me through satisfactory evidence of identification, which was a ___________,__________ to be the persons whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purposes.

____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _______ ________, 2026

On this _______day of __________, 2026, before me, the undersigned notary public, personally appeared **Britt Wedenoja**, proved to me through satisfactory evidence of identification, which was a ____________________________to be the persons whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purposes.

____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. March ____, 2026

On this _______day of __________, 2026, before me, the undersigned notary public, personally appeared __________________________, Mayor for the City of Melrose, and proved to me through satisfactory evidence of identification, which was a _________________________________ to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purposes on behalf of the City of Melrose.

____

Notary Public:
My commission expires:

EXHIBIT A

A certain parcel of land, together with the buildings and improvements thereon, situated in Melrose, being now numbered 105 Walton Park and being shown as the parcel containing 9194 square feet of land on a plan entitled "Plan of Land in Melrose, Mass., belonging to George F. Macdonald", dated March 3, 1931, by John F. Rand, Civil Engineer, and recorded with Middlesex South District Deeds at the end of Record Book 5542, bounded and described as follows:

EASTERLY: by said Walton Park, eighty-three and 75/100 (83.75) feet;

NORTHERLY: by land now or formerly of Plant, eighty (80) feet;

WESTERLY: by land now or formerly of Moore, seventy-six one-hundredths (0.76) of a foot;

NORTHERLY: again by land or formerly of said Moore, thirty and 05/100 (30.05) feet;

WESTERLY: again in part by land now or formerly of Harwood and in part by land now or formerly of White, eighty-two and 99/100 (82.99) feet;

SOUTHERLY: by land now or formerly of Spencer, one hundred ten and 05/100 (110.05) feet.

For title, see deed of Nancy Jean Montgomery dated August 25, 2025 and recorded with Middlesex County (Southern District) Registry of Deeds in Book 84542, Page 75.

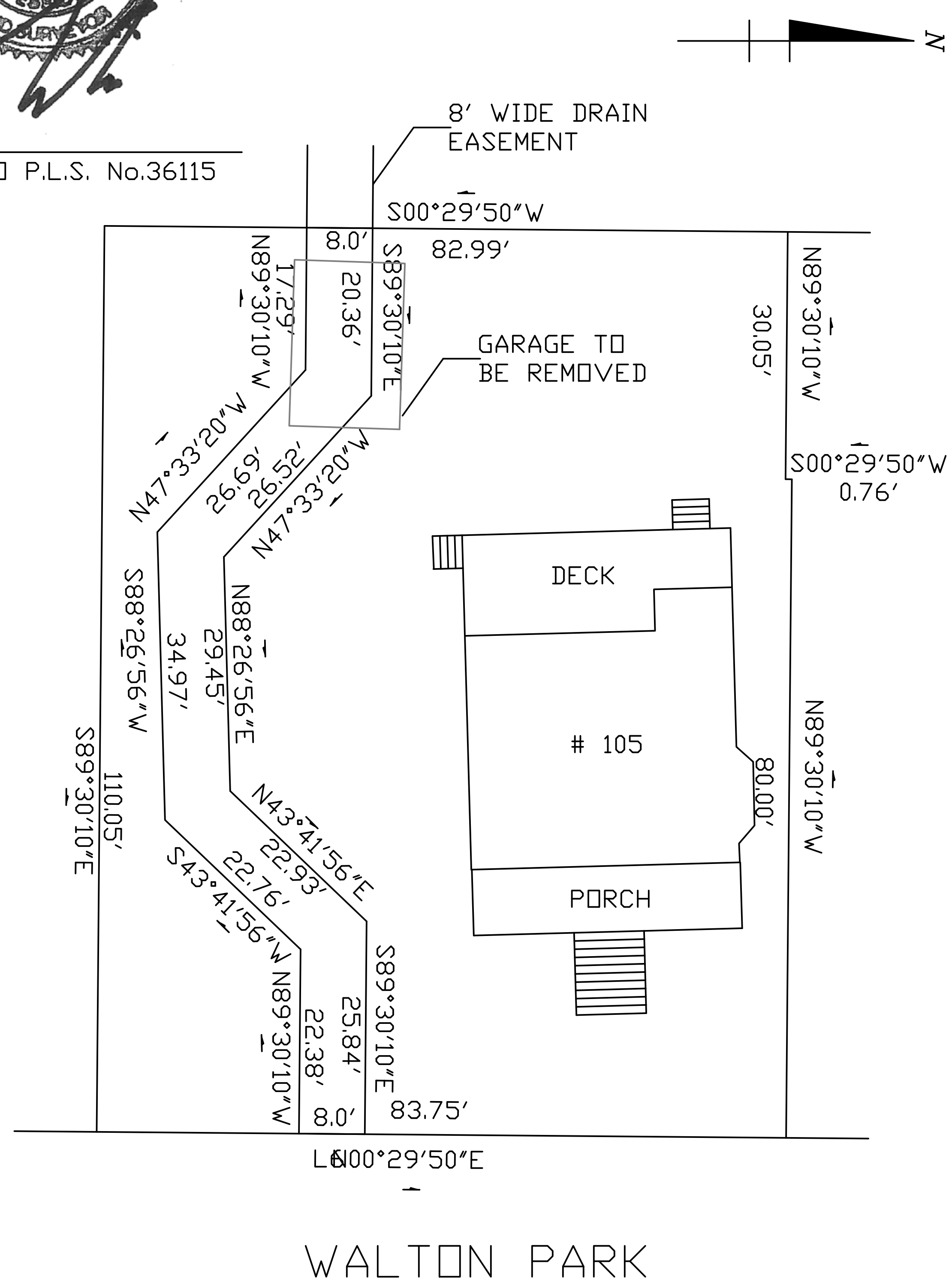
EXHIBIT B

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED AND NO NEW LINES FOR THE DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

COMMONWEALTH OF MASSACHUSETTS
PAUL
J
FINOCCHIO
#36115
PROFESSIONAL
LAND SURVEYOR

PAUL J. FINOCCHIO P.L.S. No.36115



RESERVED FOR REGISTRY USE ONLY

THE INTENT OF THIS PLAN IS TO RELOCATE THE DRAIN EASEMENT AS SHOWN ON PLAN 132 OF 1931

PLOT PLAN OF LAND
IN
MELROSE, MA

PREPARED BY:
PJF & ASSOCIATES
4 HIGHLAND AVE WAKEFIELD,MA
PAUL J. FINOCCHIO-P.L.S.
(781)883-5473

SCALE: 1" =20'

DEED REF.:

DATE: FEBRUARY 9, 2026

FILE No.: 8229ESMT.

EXHIBIT C

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.

Plan Number 132 of 1931

Received Mar. 12 1931 at 11 H 31 M A M

with Alone

Attest: Thomas Leighton REGISTER

PLAN of LAND in MELROSE ~ MASS.

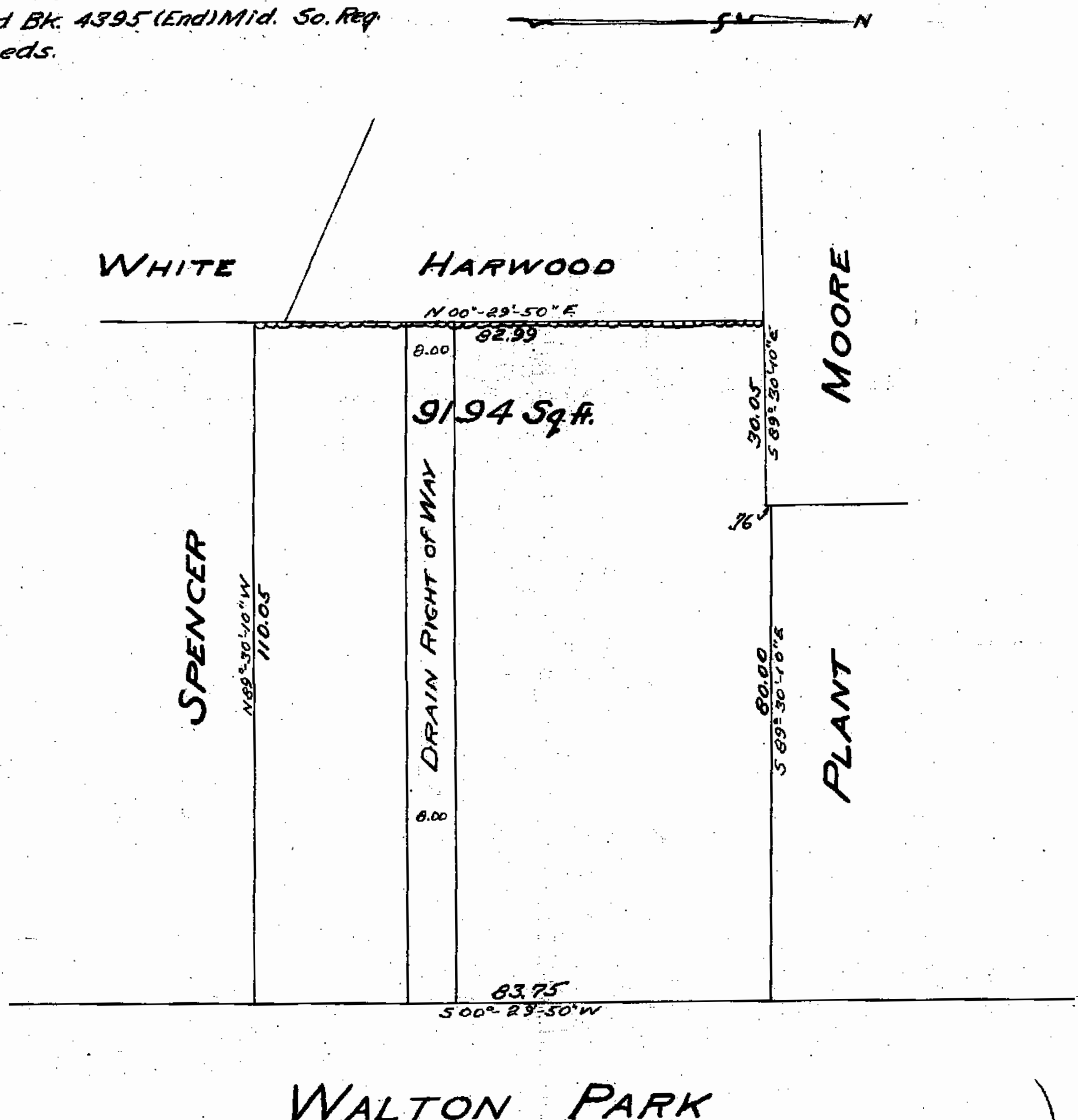
belonging to

GEORGE F. MACDONALD

Scale: 1"=20' - Mar. 3, '31

JOHN F. RAND
CIVIL ENG'R
MELROSE

N.B.
This plan compiled from plans recorded in Bk. 3756 (End) and Bk. 4395 (End) Mid. So. Reg. Deeds.



132

CITY OF MELROSE

OFFICE OF PLANNING AND
COMMUNITY DEVELOPMENT

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4190
Fax - (781) 979-4290

LORI MASSA
Director and City Planner

MEMORANDUM

To: Melrose City Council
From: Denise Gaffey, Project Manager
Date: July 14, 2026
Re: Grant of Easement for Underground System at 204 Tremont Street, Fire Engine 2

Enclosed please find a Grant of Easement prepared by National Grid to provide an easement to install, operate and maintain an Underground Electrical Distribution System to support the new Fire Station at 204 Tremont Street. The Easement document has been reviewed by the City Solicitor and will be signed by Mayor Grigoraitis upon approval of the City Council.

Previously, by Order #2025-216, the Council approved a National Grid Petition at the same location to install a new pole and steel conduit riser to feed the new pad-mounted transformer which will be installed as part of the construction project.

Enclosure: Grant of Easement for Underground System at 204 Tremont Street (4 pages)

GRANT OF EASEMENT

The **CITY OF MELROSE**, a Massachusetts municipal corporation and body politic having a mailing address at 562 Main Street, Melrose, Massachusetts 02176 (hereinafter referred to as the "Grantor"), for consideration of One ($1.00) Dollar, grants to **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation with its principal place of business at 170 Data Drive, Waltham, Massachusetts 02451 (hereinafter referred to as the "Grantee") with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, an "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM"), consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located over, across, under and upon a portion of the Grantor's property in Melrose, Middlesex County, Massachusetts, for the purpose of serving the Grantor's property and others.

Said "UNDERGROUND SYSTEM" is located in, through, under, over, across and upon a portion of that certain parcel of land situated on the southwesterly side of Melrose Street and the westerly side of Tremont Street, being more particularly shown on a Plan of Land recorded with the Middlesex South District Registry of Deeds (the "Registry") as Plan No. 973 of 1928.

And further, said "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to Grantor's property) is approximately shown on a sketch entitled: "EASEMENT; Owners: City of Melrose; Address: 204 Tremont St, Melrose, MA 02176; SKETCH TO ACCOMPANY EASEMENT: Proposed Installation +/- 21 ft of 2-4" PVC SCH 40 Concrete Encased Conduit with 3-#2 CU EPR UG Cable, and 3PH 500 kVA Pad Mounted #1798-51 XFRM 277/480V," dated October 22, 2025, a reduced copy of said sketch is attached hereto as "Exhibit A" and recorded herewith, copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

WR# 31174939

Address of Grantees:
Mass. El., 170 Data Drive, Waltham, Massachusetts 02451

After recording return to:
Jessica White
National Grid USA
Service Company, Inc.
170 Data Drive
Waltham, MA 02151

05 MELRMA GEN

Also with the further perpetual right and easement from time to time to pass and repass over, across and upon said Grantor's property as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the Grantor's property wherein the "UNDERGROUND SYSTEM" is specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to shall become unsuitable for the purposes of the Grantee or the Grantor, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments hereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the "UNDERGROUND SYSTEM" may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent shall not be unreasonably withheld. Any relocation so requested shall be at the sole cost and expense of the requesting party.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's property an "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service to the Grantor's property, including, without limitation, to the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "UNDERGROUND SYSTEM".

Following such installation, Grantor may, at its sole cost and expense, prepare and submit to Grantee for review and approval an "as-built" plan in recordable form showing the permanent locations of the "UNDERGROUND SYSTEM", following which Grantor and Grantee, at Grantor's sole expense, may enter into an amendment to this easement to establish such permanent locations with such plan attached.

The easements herein granted are non-exclusive, however, it is agreed that the "UNDERGROUND SYSTEM" shall remain the exclusive property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon.

[Signature Page Follows]

WR# 31174939

For Grantor's title, see deed dated April 27, 1928, recorded with the Registry in Book 5299, Page 588.

IN WITNESS WHEREOF, the City of Melrose has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by JENNIFER GRIGORAITIS, its Mayor, being thereto duly authorized this _______ day of ____________, 2025.

CITY OF MELROSE

____
By: Jennifer Grigoraitis
Its: Mayor

Commonwealth of Massachusetts

County of ______________________} ss.

On this the _______ day of _____________________, 2025, before me, the undersigned Notary Public, personally appeared Jennifer Grigoraitis, proved to me through satisfactory evidence of identity, which was/were _____________________________________, to be the persons whose name is signed on the preceding Grant of Easement and acknowledged to me that she signed it voluntarily for its stated purpose, as Mayor of the City of Melrose.

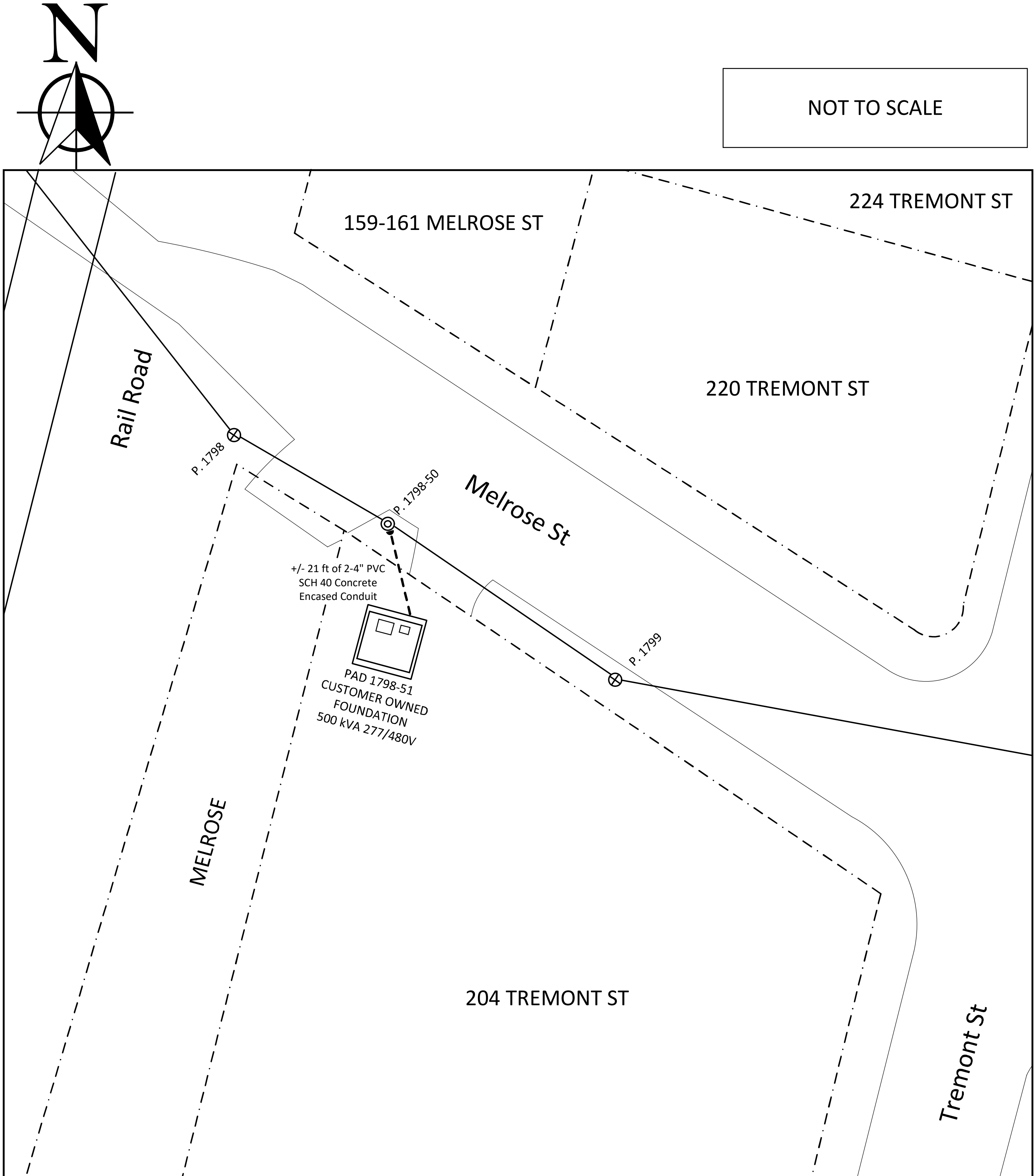
____
Signature of Notary Public

____
Printed Name of Notary

My Commission Expires_______________

Place Notary Seal and/or Any Stamp Above

WR# 31174939



LEGEND

- OH Existing Wires
- UG Proposed Conduit/Cable
- Property Line
- 3ph Pad Mounted XFMR
- Proposed Riser
- Existing Pole
- Proposed Pole

EASEMENT

Owners:
City of Melrose

Address:
204 Tremont St,
Melrose, MA 02176

Date: 10.22.2025

Designer: RAFA KERGUELEN

WR #: 31174939

SKETCH TO ACCOMPANY EASEMENT:

Proposed Installation +/- 21 ft of 2-4" PVC SCH 40 Concrete Encased Conduit with 3-#2 CU EPR UG Cable, and 3PH 500 kVA Pad Mounted #1798-51 XFRM 277/480V

nationalgrid

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2026 STATE PRIMARY

SS.
To the Constables of the City of Melrose

GREETINGS:
In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city who are qualified to vote in Primaries to vote at:

Ward 1, Precinct 1 & Precinct 2/Ward 2, Precinct 1 & Precinct 2/Ward 2 Precinct 1 & Precinct 2/Ward 3, Precinct 1 & Precinct 2
Ward 4, Precinct 1 & Precinct 2/ Ward 5, Precinct 1 & Precinct 2, Ward 6, Precinct 1 & Precinct 2, Ward 7, Precinct 1 & Precinct 2

Melrose Middle School Gymnasium
360 Lynn Fells Parkway
Melrose, MA 02176

On **TUESDAY, THE FIRST DAY OF SEPTEMBER, 2026,** from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

SENATOR IN CONGRESS	For this Commonwealth
GOVERNOR	For this Commonwealth
LIEUTENANT GOVERNOR	For this Commonwealth
ATTORNEY GENERAL	For this Commonwealth
SECRETARY OF STATE	For this Commonwealth
TREASURER	For this Commonwealth
AUDITOR	For this Commonwealth
REPRESENTATIVE IN CONGRESS	5th CONGRESSIONAL DISTRICT
COUNCILLOR	SIXTH COUNCILLOR DISTRICT
SENATOR IN GENERAL COURT	FIFTH MIDDLESEX DISTRICT
REPRESENTATIVE IN GENERAL COURT	32nd MIDDLESEX DISTRICT
DISTRICT ATTORNEY	NORTHERN DISTRICT
REGISTER OF PROBATE	MIDDLESEX COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _______ day of _______________, 2026.
(month)

_______________________________ _______________________________

_______________________________ _______________________________

_______________________________ _______________________________

City Council or Selectmen of: **Melrose**

____
(Indicate method of service of warrant)

_______________________________ _______________________________, 2026.
Constable (month and day)

Warrant must be posted by **August 25, 2026** (at least *seven days prior* to the **September 1, 2026** State Primary).

MELROSE 2026 ELECTION & EARLY VOTING CALENDAR

Date - Year 2026	Event	Location	Time
Saturday, August 22	Last Day to Register to Vote for the 9/1/2026 State Primary Election	Melrose City Hall Election Office	9am-5pm
Saturday, August 22	In-Person Early Voting	Melrose City Hall Chamber	9 am - 5 pm
Monday, August 24	In-Person Early Voting	Melrose City Hall Chamber	8:30 am - 4 pm
Tuesday, August 25	In-Person Early Voting	Melrose City Hall Chamber	8:30 am -4 pm
Wednesday, August 26	In-Person Early Voting	Melrose City Hall Chamber	8:30 am -4pm
Thursday, August 27	In-Person Early Voting	Melrose City Hall Chamber	8:30 am - 4pm
Friday, August 28	In-Person Early Voting	Melrose City Hall Chamber	8:30 am - 12:30pm
Tuesday, August 25	*Last Day to Apply for a Mail In Ballot (absentee or early) for State Primary*	Melrose City Hall Election Office	9 am - 5 pm
Tuesday, September 1	**State Primary**	**Melrose Middle/High School Gym**	**7am - 8pm**
Saturday, October 17	In-Person Early Voting	Melrose City Hall Chamber	9am - 3 pm
Monday, October 19-Friday October 23	In-Person Early Voting	Melrose City Hall Chamber	8:30 am-12:00 pm
Saturday, October 24	Last Day to Register to Vote for 11/3/26 State Election	Melrose City Hall Election Office	9am - 5pm
Saturday, October 24	In-Person Early Voting	Melrose City Hall Chamber	9am - 5pm
Monday, October 26-Thursday, October 29	In-Person Early Voting	Melrose City Chamber	8:30 am - 4pm
Friday, October 30	In-Person Early Voting	Melrose City Chamber	8:30 am - 12:30pm
Tuesday, October 27	*Last Day to Apply for a Mail In Ballot (absentee or early) for State Election*	Melrose City Hall Election Office	9am- 5 pm
Tuesday, November 3	**State Election**	**Melrose Middle/High School Gym**	**7am - 8pm**

Board of Registrars Meeting

Location: Held in Council Chamber Conference on June 24, 2026 at 9:00am

Attendance: Fritz Sanzone, Tanji Cifuni, James Harris, Alison Boone and Greg Pagnini

Motion to open the meeting made by Fritz at 9:07 AM and Seconded by Alison Boone all were in favor

First agenda item – **2026 Confirmation Card Update:**

6000 mailed out in April and 2000 have been returned and we will run an extract and send out to vendor to have the 2026 street listing book printed.

Next agenda Item: **Vote and Approval of Early Voting Time and Locations for all 2026 Elections**

Early In-person voting for the State Primary will take place at the Melrose City Hall Chamber on the following dates and times:

Saturday, August 22 9am to 5pm, Monday 8/24 through Thursday 8/27 8:30am to 4pm and Friday 8/28 from 8:30am to 12:30pm

State Primary Election Day will be on Tuesday, Sept 1st at the Melrose Middle/HS Gymnasium 7am-8pm

November In-Person Early Voting Hours will take place at the Melrose City Hall Chamber on the following dates and times:

Saturday, October 17 9am-3pm, Monday 10/19 through Friday 10/23 8:30am to 12:00pm

Saturday, October 24 9am-5pm, Monday 10/26 through Thursday 10/29 8:30am to 4pm and Friday 10/30 8:30am-12:30pm

State Election Day will be Tuesday, November 3 at the Melrose Middle/HS Gymnasium 7am-8pm

Next meeting will be held on July 23rd at 9am

Motion to adjourn the meeting made by Chair Greg Pagnini at 9:12am

Seconded by Member Greg Pagnini and all were in favor.

Meeting was adjourned.

CITY OF MELROSE

Auditor's Office

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Melrose City Council

From: Kerriann Golden, CFO/City Auditor

Date: June 9, 2026

Re: Appropriation 2026-1334

The requested appropriation is requested semi-annually to distribute fees collected from Comcast and Verizon. The grant agreement executed 6/24/25 distributes 75% of the cable revenues to MMTV and 25% to Melrose Public Schools.

Date Received	Company	Total Payment	75% MMTV	25% Melrose Public Schools
2/12/2026	Comcast	60,542.17	45,406.63	15,135.54
3/3/2026	Verizon	50,835.74	38,126.81	12,708.94
5/13/2026	Comcast	63,565.88	47,674.41	15,891.47
5/15/2026	Verizon	48,093.28	36,069.96	12,023.32
Total to be appropriated			**167,277.80**	**55,759.27**

STUDY OF POLICE STATION + RIPLEY SCHOOL SITES

City of Melrose
07.20.2026 City Council Meeting

MUNICIPAL SURPLUS BUILDINGS STUDY

56 West Foster Street and 94 Lebanon Street

The goal of this study is to identify viable redevelopment opportunities and develop consensus of future use case(s) for 56 West Foster Street and 94 Lebanon Street based on community engagement and a market analysis completed by RKG. The study includes comprehensive documentation of programming scenarios to inform the future use and potential Request for Proposals for possible redevelopment at each parcel.

TEAM

CITY OF MELROSE

Lori Massa, Planning Director

Maya Noviski, Senior Planner

Adam Forrester, Assistant Planner

MASSDEVELOPMENT

Alejandro Lopez, Vice President, Planning and Predevelopment

Martin Luis Serrano, Assistant Program Manager

STUDIO LUZ ARCHITECTS

Hansy Better Barraza, Principal

Sophie Nahrmann, Associate, Community Engagement Liaison

Leechen Zhu, Project Manager, Designer

RKG ASSOCIATES

Eric Halvorsen, Vice President, Principal

AGENDA

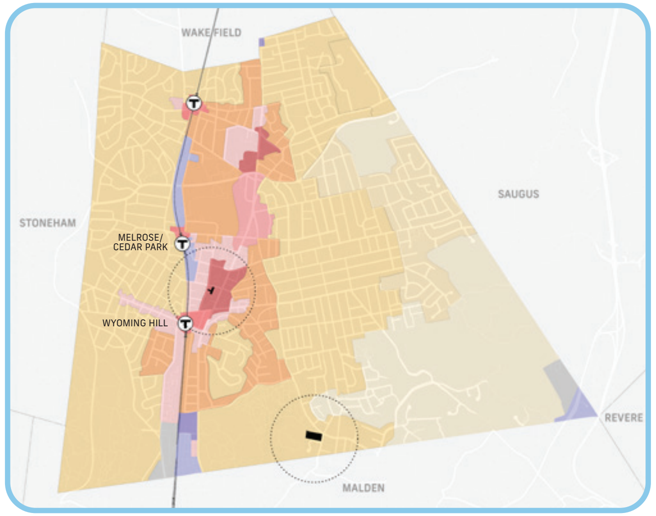
1. INTRODUCTION + SITE OVERVIEW
2. COMMUNITY ENGAGEMENT SUMMARY
3. PROPOSED SITE SCENARIOS
4. NEXT STEPS

CONTEXT OVERVIEW

City of Melrose map diagram by Studio Luz Architects with information from Melrose Public GIS MapsOnline.

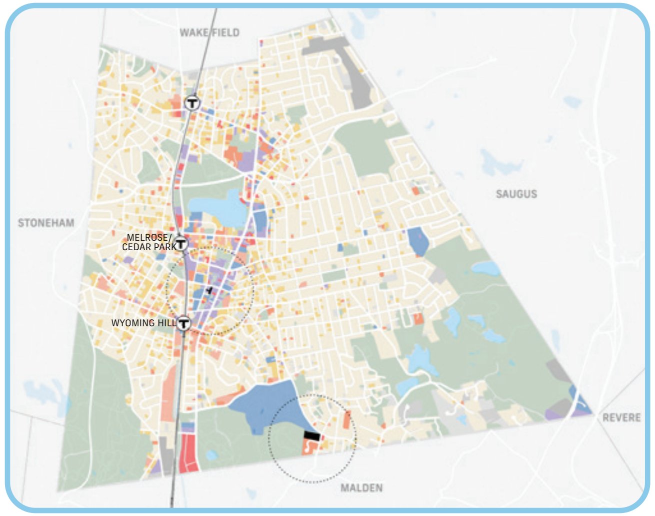
SITE ANALYSIS

Studio Luz analyzed the zoning, land uses, and market conditions of the area surrounding the two properties in order to make programming recommendations in concert with community feedback. These considerations ensure that the programming visions fit within the existing fabric of the neighborhood, meet the market needs, and align with the desires of the community.



ZONING

Melrose's zoning code is considered in this analysis in order to inform the selection of programming at both sites. While continued city use would be exempt from the zoning code, parcel dispersal to a developer would require the future developed use to align with zoning regulations.



LAND USE

Analyzing existing resources in the area surrounding both sites is important so that proposed programming fits within the social, economic and environmental fabric of the current neighborhoods.

Residential → Economic demand for 2000-2150 new housing units through 2050, based on projected population growth.

Office → Economic demand for no more than 27,000 SF of small professional and medical office space through 2035.

Retail → Current unmet economic demand for up to 123,000 SF of retail, particularly in smaller-format, neighborhood-serving concepts.

MARKET ANALYSIS

Market viable uses are considered to ensure that the visioning for the potential redevelopments supports the economic landscape of the City of Melrose.

City of Melrose zoning diagram by Studio Luz Architects with information from the 2017 Updated Melrose Forward Master Plan, p. 127 and the 2024 Melrose Zoning Ordinance, 235-4.1 Districts.
City of Melrose land use diagram by Studio Luz Architects with information from the 2017 Melrose Forward Master Plan, p. 124 and the Massachusetts Interactive Property Map displaying FY2025 Assessors information
Market analysis summary by RKG Associates

1. Introduction
Site Overview

SITE OVERVIEW

56 West Foster Street

LOT SIZE: 0.38 AC (16552 SF)
ZONING HEIGHT LIMIT: 50' or 4 stories

OPPORTUNITIES:
- Half a block from Main Street
- 7-min. walk from two Commuter Rail stations
- Existing parking space in nearby municipal lots

CHALLENGES:
- L-shaped lot with constrained widths
- Significant accessibility upgrades needed for reuse

94 Lebanon Street

LOT SIZE: 2.09 AC (91040 SF), which would remain the same with proposed redrawn parcel lines reflecting current uses
ZONING HEIGHT LIMIT: 35' or 2.5 stories

OPPORTUNITIES:
- Proximity and access to existing green space such as Pine Banks Park
- Wide corner lot with high visibility
- Existing tree cover on ~60% of the site

CHALLENGES:
- Sloped ledge terrain at the rear half of the site
- Significant upgrades needed for reuse
- Need for on-site parking

Aerial views from Google Earth

COMMUNITY ENGAGEMENT PROCESS

1/29 SITE WALK

The project team walked both sites alongside Mayor Grigoraitis and representatives from the Melrose Chamber of Commerce, Wyoming Cemetery, and the Department of Public Works as a form of early stakeholder engagement.

3/4 DEPARTMENT HEADS MEETING

The project team joined the monthly City of Melrose Department Heads meeting to receive feedback regarding municipal needs and ownership models to consider for each site.

3/4 SURVEY OPENS

Over 2 months, ***221 responses*** were collected. This was advertised through the City of Melrose website, the Mayor's e-newsletter, and flyers to abutters within 300' of each property. Responses from those who also attended workshops were subtracted from totals to avoid double-counting.

3/24-3/25 WORKSHOPS

30 participants attended the in-person workshop at the Melrose Public Library and ***10 participants*** joined the virtual workshop. Workshop attendees were asked 2 additional questions per site beyond those in the survey: What would you NOT like to see and which ownership model would you like to see?

JULY SHARE-OUT

The results of the engagement process, market analysis, and development scenarios are shared via this presentation to the City Council and the City of Melrose project webpage.

COMMUNITY ENGAGEMENT RESULTS

56 WEST FOSTER STREET

Top workshop choices
In-person workshop: **Housing** and **Community Use**
Virtual Workshop: **Housing** and **Small Retail**

*The market analysis presented at the workshops identified the recommended use as a mixed-use redevelopment with **residential units** above a ground floor with smaller, neighborhood-serving **commercial use.** There is minor potential for professional office use, as well as city interest in satellite municipal offices.*

1 **RESTAURANT / CAFE**
#1 Response from Survey + Workshops

2 **COMMUNITY USE**
#2 Response from Survey + Workshops

3 **PLAZA / PARK**
#3 Response from Survey + Workshops

4 **SMALL RETAIL**
#4 Response from Survey + Workshops

5 **HOUSING**
#5 Response from Survey + Workshops

94 LEBANON STREET

Top workshop choices
In-person workshop: **Housing** and **Park/Recreation**
Virtual workshop: **Park/Recreation** and **Community Use**

*The market analysis presented at the in-person and virtual workshops identified the recommended use as **lower-density housing**, with minor potential for commercial use that functions as a regional destination.*

1 **PARK / RECREATION**
#1 Response from Survey + Workshops

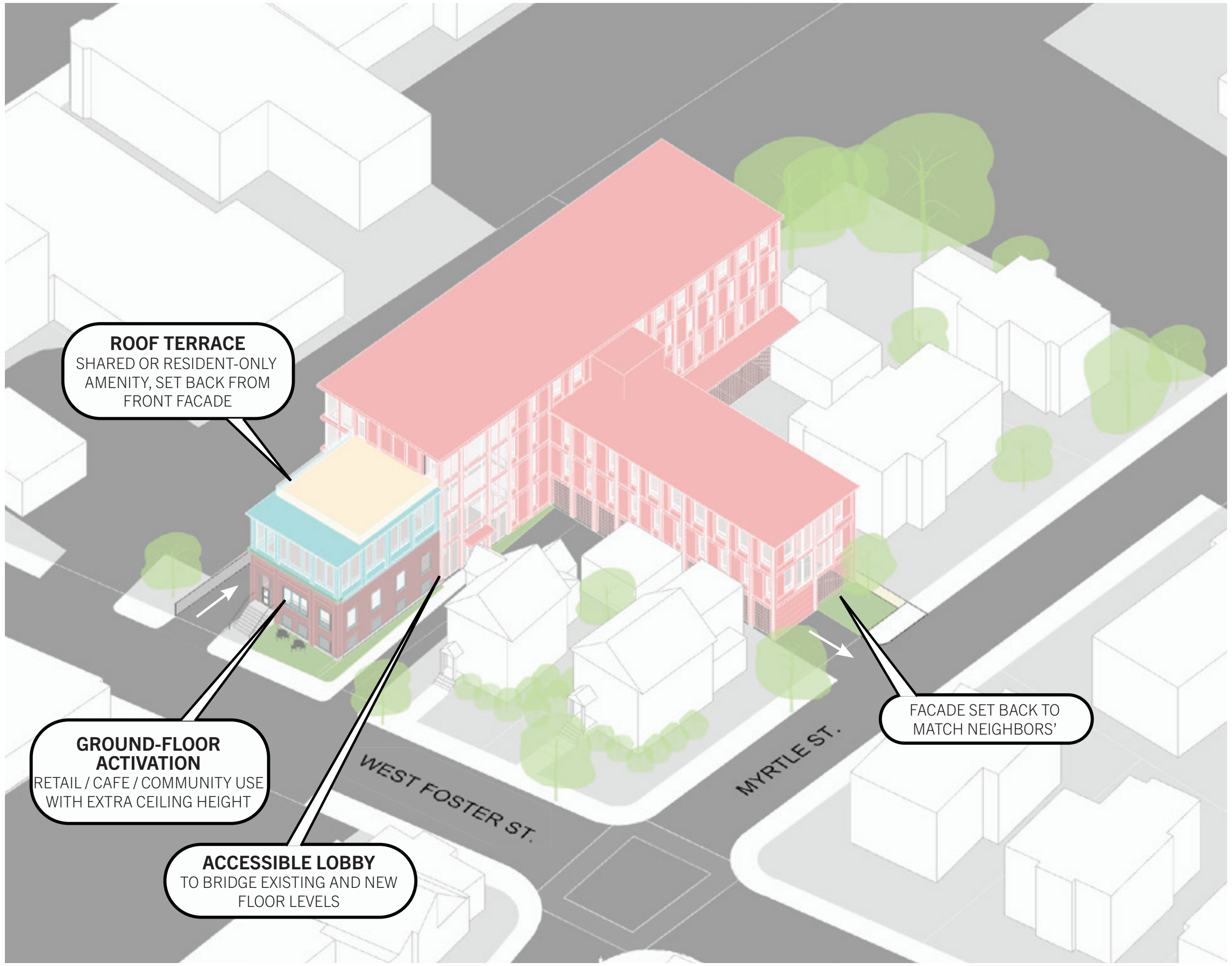
2 **COMMUNITY USE**
#2 Response from Survey + Workshops

3 **HOUSING**
#3 Response from Survey + Workshops

4 **RETSTAURANT / CAFE**
#4 Response from Survey + Workshops

5 **SMALL RETAIL**
#5 Response from Survey + Workshops

SCENARIO OVERVIEW



Proposed scenario diagram by Studio Luz Architects

56 West Foster Street

The proposed scenario envisions a mixed-use, adaptive reuse development in alignment with municipal and community needs, as well as market analysis recommendations. The existing facade is preserved at the West Foster Street frontage, creating a visual distinction from the residential addition at rear. With its high visibility and tall interior spaces, this reuse portion is suitable for public-facing uses such as a cafe, a small retail store, or a community arts organization. A one-story addition above, identified in blue, is envisioned to serve professional, healthcare, or municipal office uses.

The proposed 3-story height at both frontages aligns with existing context, preserving continuity in the pedestrian experience. The Myrtle Street facade is set back from the street to match that of its neighbors.

- **RESIDENTIAL:** 28,700 SF / 22 units (9x Studio/1-bed, 8x 2-bed, 5x 3-bed)
- **OFFICE:** 1,170 SF (10-person office)
- **SHELL REUSE FOR RETAIL/CAFE/COMMUNITY USE:** 2,340 SF
- **OPEN SPACE:** 790 SF

SCREENED + COVERED PARKING: 22 (6 compact)

FLOOR AREA RATIO: 2.0

SCENARIO PERSPECTIVE

Main rendered view of proposed scenario by Studio Luz Architects, showing preservation of existing building entry and new accessible lobby to all levels

SCENARIO OVERVIEW

Proposed scenario diagram by Studio Luz Architects

94 Lebanon Street

The proposed scenario envisions a mixed-typology, low-height residential development that preserves and improves access to the site's forested trails with a new green area adjacent to the Wyoming Cemetery. Blasting is proposed to be only as needed for parking at rear. This approach minimizes site disturbance while balancing market feasibility with the community's desire for open space.

Gabled 2-bedroom townhomes (and a 3-bedroom corner unit) are proposed along Forest Street with 2-car garages at the rear, suitable for small families, couples, or those looking to downsize. For those desiring smaller 1-bed or studio units, also proposed is a low-rise apartment building along Lebanon Street with an integrated community room and direct access to the active green.

RESIDENTIAL: 14,188 SF / 7 townhomes (6x 2-bed, 1x 3-bed)
8575 SF /10 apartment units (all 1-bed)

COMMUNITY ROOM: 850 SF

OPEN SPACE: 18,595 SF, excluding wooded trails

PARKING: 14 for townhomes (2 spaces per unit) + 18 for apartments (2 spaces per unit for 8 units, 1 space per unit for 2 units)

AREA OF BLASTING: 3300 SF for new driveway + parking

SCENARIO PERSPECTIVE

Main rendered view of proposed scenario by Studio Luz Architects, showing gabled townhomes wrapping the Lebanon / Forest Sts. intersection and low-rise apartment building with community room in the background

Parcel Recommendations

Based on the market analysis and proposed design scenarios, both sites would be suitable for dispersal to a developer, although 94 Lebanon Street may be split into two parcels if the city prefers to retain ownership of the proposed recreational green space. The primary municipal benefits of dispersal would be the removal of assets requiring maintenance, the receipt of new sale proceeds, and the receipt of new ongoing property taxes. The most common method for implementing new programming at the site would be to issue an RFP to local developers. If the city elects this route, it is important that the city establishes strict criteria for the evaluation of each proposal prior to issuing the RFP to ensure that the proposal meets the city's vision for the redevelopment of the site. The city can also seek assistance for issuing the RFP by means of a consultant or an advisory committee. A consultant could be hired to help the city develop an RFP along with an advisory committee to help ensure that the RFP aligns with the needs of the city's vision for the site. Upon receiving proposals, an evaluation committee can also be appointed to aid in the review process.

At 56 West Foster Street, an driveway easement is recommended as shown in the proposed scenario to preserve garage access for the abutter at 70 West Foster Street. At 94 Lebanon Street, the Ripley School's parking lot currently occupies a corner of the abutting Wyoming Cemetery parcel; in return, a rear portion of the Ripley School parcel has been carved out for Wyoming Cemetery use as an additional outdoor seating area. A redrawing of parcel lines is recommended as shown in the proposed scenario to reflect these current use boundaries.

THANK YOU!

FIRST AMENDMENT TO SOLID WASTE FACILITY OPERATING AGREEMENT

This first amendment ("Amendment") is made and entered into as of May ___, 2026 by and between the City of Melrose (the "City") and Waste Management of Massachusetts, Inc. ("Contractor").

WHEREAS, City and Contractor have entered into an agreement titled Solid Waste Facility Operating Agreement, dated September 6, 2019 (the "Agreement");

WHEREAS, City and Contractor desire to modify certain terms of the Agreement through this Amendment to reflect a longer term commitment to allow for Contractor to construct and operate a new SWF at a new location on the Premises ("New SWF");

WHEREAS, Contractor intends to begin the process necessary to construct a New SWF at a new location on the Premises as contemplated in Section 3 of the Agreement, to modify the existing site plan for the New SWF to allow for a more efficient use, expansion (permitted SWF tonnage limits and hours of operation) and operation of the New SWF while maximizing the City's use of the property surrounding the New SWF to allow for alternative uses.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

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

1. Section 2.1. Conveyance of SWF. Section 2.1 is amended by adding new paragraph 2.1(a) as follows:
    1. If Contractor completes construction of the New SWF on the Premises, Contractor shall convey title in the New SWF to the City upon Contractor's receipt of the Authorization to Operate as issued by the Massachusetts Department of Environmental Protection.
    2. All other terms and provisions in Section 2 of the Agreement shall apply to the New SWF.
2. **Section 3. Cooperation Between Contractor and City**. Section 3 is amended by adding a new paragraph as follows:
    1. Contractor and the City agree that Contractor shall seek required permits, licenses and necessary government approvals to advance the construction of a New SWF at a new location on the Premises for the acceptance, processing, loading and outbound transfer of solid waste in accordance with said permits and governmental approvals. In connection with the construction of the New SWF, Contractor intends to demolish and remove the former SWF and return the area of property for the City's use. Given the uncertainties of the permitting and governmental approvals process, the Parties' obligations under

this Amendment are contingent upon the Contractor receiving all necessary permits, licenses and necessary approvals for the Project, and the construction of the New SWF remaining legally, financially (project cost not exceeding more than 10% of current cost estimates) and operationally feasible to the Contractor. Should Contractor be unable to obtain all necessary approvals and permits, despite using diligent efforts and good faith to obtain the same, or determine that the construction of the New SWF is no longer legally, financially or operationally feasible, it shall provide all such documents as necessary evidencing as much to the City, and this Amendment shall be null and void and all terms and provisions of the Agreement shall remain in force and effect.

3. **Section 4. Term**. City and Contractor agree to exercise the two Renewal Terms set forth in Section 4 of the Agreement and extend the Agreement for a period of twenty years, by deleting Section 4 (Term) in its entirety and substituting therefor the following:
    1. Section 4. TERM. The Agreement shall begin on the Effective Date and continue through September 5, 2049. Upon expiration or termination of this Agreement, Contractor shall be relieved of further obligations hereunder, except as may be expressly set forth or reserved herein.
4. **Section 4.1. Early Termination**.

    Section 4.1 (Early Termination) of the Agreement shall be replaced with the following:

    1. **Taking.** The term "**Taking**" as used in this section shall mean an appropriation or taking under the power of **eminent domain** by any public or quasi-public authority or a voluntary sale or conveyance in lieu of condemnation but under threat of condemnation. .n the event of a Taking of the Premises after construction of the new SWF, necessitating the early termination of this Agreement and Amendment prior to its end date in 2049, both shall terminate and expire as of the date possession is delivered to the condemning authority, and the parties hereto shall each be released from any liability accruing pursuant to the Agreement or this Amendment after the date of termination. In the event of a Taking, both the City and WM shall have a right to their fair and reasonable share of compensation awarded as a result of any condemnation proceedings, or agreed to as part of any settlement in lieu thereof, in the amount of damages that have resulted to the respective parties from the Taking. The parties agree to work together in good faith to defend against such any such action and if necessary negotiate a resolution that provides fair compensation to both parties in consideration of WM investment in the construction of the new SWF.

2. The City may terminate this Agreement and Amendment for cause pursuant to the conditions and process outlined in Section 10.

5. **Section 5.2. Host Fees**. City and Contractor agree to continue Host Fee increases of 3.5% annually throughout the Term of the Agreement through September 5, 2049, effective July 1 of each year, pursuant to the terms of the Agreement. Upon receipt of the "Authorization to Operate" the New transfer station, in the event Contractor's Additional Payments set forth in Section 5.4 exceeds $75,000 in a fiscal year, adjusted annually by 3.3%, the amount of such excess above $75,000 shall be applied as a credit against, and shall reduce dollar-for-dollar, the Host Fee payments otherwise payable by Contractor to the City during that same fiscal year. In no event shall any credit be taken against the Host Fee payments when the year-over-year increase in payments as set for in the Agreement fall below 3.3%.

6. All other terms and provisions of the Agreement shall remain in full force and effect and shall apply to the operation of the New SWF.

7. This Amendment may be executed in counterparts, and each counterpart shall be deemed an original, and all counterparts shall constitute one and the same instrument.

8. This Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, whether oral or written. This Amendment may not be amended or modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

CITY:	**CONTRACTOR:**
CITY OF MELROSE	**WASTE MANAGEMENT OF MASSACHUSETTS, INC.**
By: ______________________________	By: ______________________________
Name:	Name:
Title:	Title:

Printed on 06/10/2026 at 03:45 PM

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<u>LEASE AGREEMENT</u>

This Lease Agreement ("Lease") is entered into as of __________, 2026, by and between **Roman Catholic Archbishop of Boston, a Corporation Sole**, ("Landlord") with its principal office located at 66 Brooks Drive, Braintree, Massachusetts 02184-3439, acting on behalf of St. Mary of the Annunciation Parish, Boston, Massachusetts ("Parish"), and the **CITY OF MELROSE**, ("Tenant") with its usual place of business located at 562 Main Street, Melrose, Massachusetts 02176.

NOW, THEREFORE, in consideration of the mutual conditions, agreements and covenants set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1: REFERENCE DATA & DEFINITIONS: Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1:

1.1 <u>Landlord</u>. Roman Catholic Archbishop of Boston, a Corporation Sole

1.2 <u>Landlord's Address</u>. 66 Brooks Drive
Braintree, Massachusetts 02184-3439
Attention: Chancellor's Office

1.3 <u>Tenant</u>. City of Melrose

1.4 <u>Tenant's Address</u>. 562 Main Street
Melrose, Massachusetts 02176
Attention: Office of the Mayor
Telephone: (781) 979-4440

1.5 <u>Premises</u>. Approximately 53 parking spaces in the St. Mary's Parish Parking Lot located at 41 Myrtle Street, Melrose, Massachusetts all as further described in Section 2.1 hereof.

1.6 <u>Commencement Date</u>. July 1, 2026.

1.7 <u>Term</u>. As defined in Section 2.2 hereof.

1.8 <u>Termination Date</u>. June 30, 2027.

1.9 <u>Lease Year</u>. "Lease Year" means each consecutive twelve month period during the Term commencing on the Commencement Date for the first Lease Year, and commencing on the anniversary of the Commencement Date each Lease Year thereafter, and ending on the day immediately preceding the anniversary of the Commencement Date.

1.10 Annual Base Rent. "Annual Base Rent" means payments by Tenant to Landlord as follows:

Lease Year	Starting Date	Ending Date	Annual Base Rent ($)	Monthly Rent ($)
1	July 1, 2026	June 30, 2027	$42,000.00	$3,500.00

1.11 Rent. "Rent" means the Annual Base Rent plus all Additional Rent.

1.12 Additional Rent. "Additional Rent" means those additional amounts payable to Landlord as provided throughout this Lease.

1.13 Rent Payment Date. As defined in Section 3.1 hereof.

1.14 Permitted Uses. "Permitted Uses" means use of the Premises as more fully described in Section 7 hereof.

SECTION 2: PREMISES & TERM.

2.1 Premises.

(a) Lease Premises. Subject to the provisions of this Lease and all matters of public record, Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises, consisting of approximately 53 designated parking spaces in the St. Mary's Parish Parking Lot located at 41 Myrtle Street, Melrose, Massachusetts as depicted on Exhibit A attached herewith.

(b) Condition of Premises. Tenant acknowledges that it has inspected the Premises and agrees to accept the Premises "AS IS." Tenant agrees that Landlord has no obligation to perform any work whatsoever to prepare the Premises for Tenant's use under this Lease.

2.2 Term. The term of this Lease (the "Term") shall be the period commencing on the Commencement Date and ending on the Termination Date, unless sooner terminated in accordance with the provisions of this Lease.

SECTION 3: RENT, INSURANCE, REAL ESTATE TAXES AND OTHER CHARGES; PAYMENT.

3.1 Rent. Commencing on the Commencement Date, Tenant shall pay Rent without any offset or reduction (except as made in accordance with the express provisions of this Lease) in advance on the first day of each and every calendar month during the Term of this Lease in an amount equal to one-twelfth of the Annual Base Rent plus any unpaid Additional Rent then due and payable; provided, however, that if the Commencement Date falls on a day other than the first day of a calendar month, (i) Tenant's first Rent payment will be made on the Commencement Date and will be in an amount equal to one-twelfth of the Annual Base Rent, multiplied by a fraction, the numerator of which shall be the number of days remaining in the partial calendar month, and the denominator of which shall be the total number of days in such calendar month, plus any unpaid Additional Rent then due and payable and (ii) Tenant's Rent payment for the final calendar month of the Term will be made on first day of the last calendar month during the Term and will be in an amount equal to one-twelfth of the Annual Base Rent, multiplied by a fraction, the numerator of which shall be the number of days remaining in the partial calendar month, and the denominator of which shall be the total number of days in such calendar month, plus any unpaid Additional Rent then due and payable Each date on which Rent is payable hereunder is referred to as a "Rent Payment Date."

3.2 Insurance, Real Estate Taxes & Other Charges.

(a) Tenant Insurance. Tenant shall, at Tenant's expense and at no expense to Landlord, procure and maintain, in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Term of this Lease, and thereafter so long as Tenant is in occupancy of any part of the Premises, (1) policies of comprehensive general liability insurance and casualty/property insurance (including broad form contractual liability coverage to cover any liabilities assumed under this Lease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, including products liability, and independent contractor's hazard and completed operations liability) with initial limits of $1,000,000 each occurrence and $2,000,000 in the aggregate (combined single limit) for property damage, bodily injury or death or such greater amounts as Landlord in its reasonable discretion shall from time to time request, under which Tenant is named as an insured and Landlord, and, at Landlord's request, Landlord's property manager, any mortgagee, and such other persons as Landlord reasonably may request are named as additional insureds; and (2) medical payment insurance with limits of $5,000.00 each person and $10,000 per occurrence, under which Tenant is named as an insured and Landlord, and, at Landlord's request, Landlord's property manager, any mortgagee, and such other persons as Landlord reasonably may request are named as additional insureds. Tenant may satisfy such insurance requirements by including the Premises in a so-called "blanket" and/or "umbrella" insurance policy, provided that the amount of coverage allocated to the Premises is pursuant to a "per location" endorsement and shall otherwise fulfill the requirements set forth herein. The policies of insurance required to be maintained by Tenant hereunder shall be issued by companies domiciled in the United States and qualified and licensed to conduct business in The Commonwealth of Massachusetts and shall be rated A+ or better in the most current issue of Best's Key Rating Guide (or any successor thereto). At all times during the Term, such insurance shall be maintained, and Tenant shall cause a current and valid certificate of such policies to be deposited with Landlord. If Tenant fails to have a current and valid certificate of such policies on deposit with Landlord at all times during the Term and such failure is not cured within three (3) Business Days following Tenant's receipt of notice thereof from Landlord, Landlord shall have the right, but not the obligation, to obtain such an insurance policy, and Tenant shall be obligated to pay Landlord the amount of the premiums applicable to such insurance within ten (10) days after Tenant's receipt of Landlord's request for payment thereof.

Such policies shall cover the use and occupation of the Premises and all operations and activities conducted at, on or from the Premises by Tenant, its agents, employees, servants or invitees. Tenant's insurance shall be primary to, and not contributory with any insurance carried by

Landlord, whose insurance shall be considered excess only. Each such policy shall provide that it must not be canceled and that its limits must not be reduced without at least thirty (30) days' prior written notice to Landlord and its designees, and that the interests of Landlord and its designees thereunder or therein will not be affected by any breach by Tenant of any policy provision. Evidence of these policies, in the form of insurance certificates reasonably satisfactory to Landlord, must be submitted to Landlord no later than the earlier of thirty (30) days prior to the Commencement Date and thirty (30) days the commencement of any Improvements by Tenant in or about the Premises Tenant shall, if requested, submit the actual policies of insurance to Landlord within ten (10) days of a request therefor in writing. Tenant shall also submit to Landlord renewal certificates of any expiring policy hereunder within ten (10) days of expiration thereof. If Tenant fails to have a current and valid certificate of such policies on deposit with Landlord at all times during the Term and such failure is not cured within three (3) Business Days following Tenant's receipt of notice thereof from Landlord, Landlord shall have the right, but not the obligation, to obtain such an insurance policy, and Tenant shall be obligated to pay Landlord the amount of the premiums applicable to such insurance within ten (10) days after Tenant's receipt of Landlord's request for payment thereof.

Landlord shall have the right from time to time to increase such minimum limits set forth herein upon reasonable notice to Tenant, provided that any such increase shall provide for coverage in amounts similar to like coverage being carried on like property in the greater Boston area.

(b) Waiver of Subrogation. Notwithstanding anything herein to the contrary, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, licensees, or invitees for any loss or damage to or at the Premises or any personal property of such party therein or thereon by reason of fire, the elements, or any other cause which is covered, or would have been covered, by the insurance coverages required to be maintained by Landlord and Tenant, respectively, under this Lease, regardless of cause or origin, including omission of the other party hereto, its agents, employees, licensees, or invitees. Landlord and Tenant covenant that no insurer shall hold any right of subrogation against either of such parties with respect thereto. This waiver shall be ineffective against any insurer of Landlord or Tenant to the extent that such waiver is prohibited by the laws and insurance regulations of The Commonwealth of Massachusetts. The parties hereto agree that any and all such insurance policies required to be carried by either party shall be endorsed with a subrogation clause, substantially as follows: *"This insurance shall not be invalidated should the insured waive, in writing prior to a loss, any and all right of recovery against any party for loss occurring to the Premises described therein,"* and shall provide that such party's insurer waives any right of recovery against the other party in connection with any such loss or damage.

(c) Tenant's Risk. Tenant agrees to use and occupy the Premises and to use such other portions of the property owned by Landlord as Tenant is herein given the right to use at Tenant's own risk and Tenant assumes liability for any and all injury, loss or damage to any person or property on the Premises or other such property, whether covered by insurance or not. Landlord shall not be liable to Tenant, its employees, agents, invitees or contractors for any damage, injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to Tenant's business) based on, arising out of or resulting from any cause whatsoever, including, but not limited to, Improvements to any portion of the Premises or other property owned by the Landlord, any fire, robbery, theft, mysterious disappearance and/or any other crime or casualty, the actions of any other tenants of the Premises or of any other person or persons, or any leakage in any part or portion of the Premises, or from water, rain or snow that may leak into, or flow from any part of the Premises, or from drains, pipes in or near the Premises, unless due to the gross negligence or willful misconduct of Landlord or Landlord's agents, contractors or employees. Any goods, property or personal effects stored or placed in or about the Premises shall be at the sole risk of Tenant, and neither Landlord nor Landlord's insurers shall in any manner be held responsible therefor. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the other property owned by the Landlord or otherwise. The provisions of this Section 3.2(c) shall be applicable from and after the execution of this Lease and until the end of the Term of this Lease, and during any additional period as Tenant may use or be in occupancy of any part of the Premises.

(d) Tenant's Other Liability. Tenant further covenants and agrees to restore, repair and replace any fixtures or equipment of Landlord on the Premises which may be lost, damaged or destroyed during the Term of this Lease, except to the extent of Landlord's negligence.

(e) Taxes, Levies and Charges. Real estate taxes and all other government levies and charges, general and special, foreseen and unforeseen, assessed against or levied on the Premises or any betterments and attributable in whole or in part to the Term of the Lease with respect to the Premises, to the extent there are any, shall be imputed to the Tenant. Landlord shall present to Tenant copies of the statements for such real estate taxes and all other government levies and charges promptly after they are received. Tenant shall pay to Landlord, as Additional Rent, an amount equal to the full amount due under such statements on the Rent Payment Date next preceding the date on which such amount is due and payable in accordance with such statements. If Tenant desires to have proceedings instituted for an abatement of any real estate taxes or other such levies or charges upon the Premises and so requests in writing, Landlord may but is not obligated to institute such proceedings, provided, however, in any event, that all costs of such proceeding shall be borne by Tenant. If any abatement is received in accordance with the provisions of this Section 3.2(e), the proceeds thereof, to the extent they represent payments actually made by Tenant to Landlord in accordance with this Section 3.2(e), shall be distributed to Tenant. All remaining proceeds shall be paid to Landlord. Nothing herein shall prevent Landlord, on its own volition, from applying for an abatement of said real estate taxes, levies or charges.

SECTION 4: PAYMENTS

4.1 Payments Accepted. All payments of Annual Base Rent and Additional Rent shall be made to St. Mary of the Annunciation Parish by check or to such other person as Landlord may from time to time designate in writing.

4.2 Account Information. As indicated above, all payments hereunder shall be made by check payable to the Parish and sent in care of the pastor at the notice address for the Parish provided in Section 14.1 hereof.

4.3 Late Payments and Fees. If Tenant pays any installment of Annual Base Rent or Additional Rent more than ten (10) calendar days after the due date, then Tenant shall pay to Landlord as Additional Rent a late payment charge of two and one-half percent (2.5%) of such overdue amount, which will be due and payable on the next succeeding Rent Payment Date.

4.4 Default Interest. Any Annual Base Rent, Additional Rent or any other amounts due and payable under this Lease that have not been paid within thirty (30) calendar days of the due date thereof will bear interest from the original due date until paid in full at an annual rate equal to the prime rate then in effect as announced from time to time in the *Wall Street Journal*, or if the *Wall Street Journal* shall no longer exist any comparable financial publication, plus three percent (3%) (the "Default Rate"), which will be due and payable as Additional Rent. Such amounts will accrue on a daily basis.

SECTION 5: SECURITY DEPOSIT.

[This Section intentionally deleted]

SECTION 6: UTILITIES; CERTAIN OTHER CHARGES.

[This Section intentionally deleted]

SECTION 7: PERMITTED USES

7.1 Operations. Tenant shall use the Premises solely for the purposes of public and municipal parking and in accordance with the terms and conditions of Section 11.4 of this Lease (the "Permitted Uses"). Tenant shall not use the Premises in any other manner. Tenant shall not use the Premises for any other purposes or in any way which could reasonably be considered to cause discomfort or annoyance to Landlord. It is expressly agreed and understood by and between Landlord and Tenant that only Tenant has the use, as set forth in this Lease, of the Premises leased hereunder for the purposes and uses herein stated.

7.2 Cancellation. Notwithstanding anything in this Lease to the contrary, it is understood and agreed by Landlord and Tenant that the Landlord has the right to cancel this Lease in its sole discretion upon giving thirty (30) days notice to Tenant. Upon receipt of said notice Tenant agrees to vacate the Premises on or before thirty (30) days from the date of the notice.

SECTION 8: IMPROVEMENTS

8.1 During the Term of this Lease, neither Landlord nor Tenant is obliged by this Lease to make any repairs, replacements, modifications, improvements, alterations or additions of any nature ("Improvements"), other than those specifically provided in this Lease.

8.2 Tenant shall make all essential repairs to the Premises necessitated by

Tenant's occupancy and shall keep the Premises in good repair, excepting only ordinary wear and tear.

8.3 Except with respect to necessary repairs for which Tenant is obligated to perform under Section 8.2, Tenant shall make no Improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in its sole discretion. All such Improvements will be made solely at Tenant's cost and expense (which Tenant agrees to pay promptly when due) and must be performed in accordance with plans and specifications approved in writing by Landlord, in its sole discretion, prior to being commenced. All such Improvements will be performed in such manner, and by such persons as will not cause any damage to the Premises. Except as otherwise expressly set forth herein, such work will be performed by general contractors first approved by Landlord, which approval will not unreasonably be withheld or delayed. Tenant shall secure and pay for all licenses and permits necessary for any of the foregoing Improvements. Before any such work is started, Tenant shall deliver to Landlord a statement of the names of all its contractors (as approved by Landlord) and the estimated cost of all labor and material to be furnished by them. Tenant shall cause each contractor to carry (i) workmen's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees and (ii) comprehensive public liability insurance with such limits as Landlord may reasonably require, but in no event less than a combined single limit of $1,000,000 (all such insurance insuring Landlord and Tenant as well as the contractors), and, upon request by Landlord, to deliver to Landlord certificates of all such insurance. Landlord may, at its discretion and at the request of Tenant and at Tenant's sole cost and expense, make such Improvements requested by Tenant. All costs associated with such Improvements shall be billed to Tenant and shall constitute Additional Rent.

8.4 If any Improvements are consented to as provided in Section 8.3, Tenant shall, if Landlord notifies Tenant in writing at the time Landlord approves of an Improvement, at the end of the Term remove the same and restore the Premises to the condition and state of construction and arrangement in which they were at prior to the installation thereof, ordinary wear and tear, damage by fire and casualty only excepted (other than to the extent that such casualty is caused by Tenant, its agents, servants, employees and invitees). Landlord may, at its discretion, waive this requirement in writing upon written request from Tenant.

SECTION 9: LANDLORD'S COVENANTS DURING THE TERM

9.1 <u>Quiet Enjoyment</u>. Tenant, on paying the Rent and performing its obligations hereunder, shall peacefully and quietly have, hold, and enjoy the full possession and the use of the Premises throughout the Term. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

SECTION 10: INTERRUPTIONS

10.1 Landlord will not have any liability for, nor will there be any reduction in Rent on account of (a) any power losses, shortages, or any other interruption in the provision of any utilities not caused by Landlord's negligence, (b) Landlord's entering the Premises for any of the purposes authorized in this Lease, or (c) repairing the Premises or any part thereof to the extent permitted in this Lease. In case Landlord is prevented or delayed from making any Improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause beyond Landlord's reasonable control, Landlord shall not be liable to Tenant therefor, nor, except as expressly otherwise provided in this Section 10 or in Section 12, shall Tenant be entitled to any abatement or reduction of Rent by reason thereof.

10.2 Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use its commercially reasonable efforts and all reasonable diligence to avoid unnecessary inconvenience to Tenant by reason thereof.

10.3 Notwithstanding the foregoing, if as a result of negligence of Landlord, the Premises are rendered untenantable to such an extent that Tenant is unable to, and does not actually, occupy and use the Premises or a portion thereof for the operation of its business, and if such problem continues for a period in excess of two (2) consecutive business days, Tenant, as its sole remedy, will be entitled to an abatement for Rent to the extent such Rent is attributable to both the portion of the Premises rendered unfit for use and the period for which it is unfit.

SECTION 11: TENANT'S COVENANTS DURING THE TERM.

Without limiting any other covenant of Tenant under this Lease, Tenant covenants, during the Term and such further time as Tenant occupies any part of the Premises:

11.1 Tenant's Payments. To pay when due (a) all Rent; (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, and (c) all other payments required to be made by Tenant under this Lease.

11.2 Yielding Up. At the expiration or termination of this Lease, to peaceably yield up the Premises, and all alterations and additions therein, in good order, repair and condition, reasonable wear and tear, casualty and condemnation only excepted. Prior to yielding up the Premises, Tenant shall remove all goods and effects of Tenant and all of Tenant's Trade Fixtures and any Improvements specified pursuant to Section 8.1 and shall repair all damage caused by such removal and shall leave the Premises in broom clean condition.

11.3 Occupancy and Use.

(a) To use and occupy the Premises only for the Permitted Uses;

(b) not to injure or deface the Premises;

(c) not to use or permit any use of the Premises which will (i) make voidable the insurance covering the Premise, or (ii) increase the premiums for any insurance on the Premises (Tenant hereby agreeing that if such premiums are increased due to Tenant’s use of the Premises, Tenant shall reimburse Landlord for the costs of all such increased insurance premiums and all such amounts will constitute Additional Rent and will accrue immediately) or (iii) require any alteration or addition to the Premises;

(d) not to dump, flush, or in any way introduce any hazardous substance or any other toxic substances into the septic, sewage, or other waste disposal system serving the Premises; not to generate, store or dispose of hazardous substances in or on the Premises without first submitting to Landlord a list of all such hazardous substances and all permits required therefor and thereafter providing to Landlord on an annual basis Tenant's certification that all such permits have been renewed with copies of such renewed permits) or dispose of hazardous substances from the Premises to any other location without the prior written consent of Landlord and then only in compliance with the Resource Conservation and Recovery Act of 1976, as amended 42 U.S.C. § 6901 et seq., the Massachusetts Hazardous Waste Management Act, G.L. c. 21C, as amended, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, as amended, and all other applicable laws, ordinances, and regulations;

(e) If the transportation, storage, use or disposal of hazardous substances anywhere on the Premises in connection with Tenant’s use of the Premises results in (i) contamination of the soil or surface or ground water or (ii) loss or damage to person(s) or property, then Tenant agrees (1) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (2) after consultation with and approval by Landlord, to clean up all contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend, and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorneys’ fees, arising from or connected with any such contamination, claim of contamination, loss or damage, Tenant hereby agreeing that this provision shall survive the termination of this Lease and that no consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment, or other compliance with applicable law for and with respect to the foregoing and that it is the specific intent and purpose hereof to ensure that Tenant takes no actions on or at the Premises that would result in either the Premises or Tenant's activities therein failing to comply with any applicable governmental orders or regulations. ("hazardous substances" shall have the meaning as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 and regulations adopted pursuant to said Act);

(f) to notify Landlord of any incident which would require filing of a notice under applicable federal, state, or local law; and

(g) without limiting its obligations pursuant to Sections 7 or 8, (i) to conduct its operations under this Lease in strict compliance with, and not to permit any use or activity contrary to, the laws of the United States (including, without limitation, Title III of the Americans with Disabilities Act if applicable to Tenant’s use of the Premises), the laws of The Commonwealth of Massachusetts and the ordinances, standards, rules, and requirements, if any, established by the City of Melrose or any other state or municipal agency having jurisdiction; (ii) to comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Premises and not to be contrary to any codes or standards from time to time established by the National Fire Protection Association (or any successor organization), (iii) to make, at its sole cost and expense, all Improvements to the Premises required by such codes, regulations, ordinances, or laws as a result of Tenant's use of the Premises, and to keep the Premises equipped with all safety appliances so required (Landlord may, if it so elects, make any of the Improvements referred to in this section that affect the Building structure or the Building systems, and Tenant shall reimburse Landlord for the cost thereof on demand, such amounts constituting Additional Rent); at Tenant's sole cost and expense, to procure and pay for all licenses, certificates, and permits necessary for the conduct of its operations hereunder and its occupancy of the Premises (including, without limitation, payment for any Improvements of any nature which are necessary in order to obtain and maintain all such licenses, certificates, and permits);

11.4 To:

(a) maintain the Premises in a clean, orderly and sanitary condition; and

(b) keep Tenant's designated parking spaces and access to and from the Premises free and clear of ice and snow.

11.5 To not:

(a) permit accumulations of garbage, trash, rubbish or other refuse within or without the Premises;

(b) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Premises.

11.6 Rules and Regulations. To comply with rules and regulations, as may be reasonably promulgated in good faith and in writing from time to time by Landlord, for the care and use of the Premises and their facilities and approaches and provided such rules and regulations do not unreasonably interfere with the Tenant's use and enjoyment of the Premises or impose any unreasonable additional costs on Tenant and are not applied or enforced in a discriminatory manner.

11.7 Landlord's Right of Entry. To permit Landlord and Landlord's agents, contractors, and employees entry: (a) upon reasonable notice (except no notice is required in the event of any emergency), and at reasonable times, to make repairs, alternations or substitutions for the protection and maintenance of the Premises or any part thereof; (ii) to examine the Premises upon reasonable notice (except no notice is required in the event of any emergency), at reasonable times in the company of a Tenant representative; (iii) upon not less than five (5) calendar days' prior notice, to remove, at Tenant's expense, any Improvements, signs, shades, awnings, aerials, flagpoles, or the like required to be approved by and not approved by Landlord; and (iv) to show the Premises to prospective tenants during the six (6) months preceding the expiration of the Term and to any prospective mortgagees at all reasonable times upon written notice to Tenant.

11.8 Tenant's Property. All the furnishings, fixtures, furniture, equipment, inventory, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which may be on the Premises during the Term of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, as well as all property that may be brought to the Premises by Tenant ("Tenant's Property"), will remain the personal property of Tenant or such other person and will be at the sole risk and hazard of Tenant, and if the whole or any part thereof is destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause or in any other way or manner, no part of said loss or damage is to be charged to or to be borne by Landlord in any case whatsoever unless and to the extent, subject to the provisions of Section 14.19 hereof, due to the gross negligence of Landlord, its employees, agents, contractors or other representatives.

11.9 Security. To provide, at all times and under all circumstances during the Term of this Lease, adequate security to the Premises and its own personnel.

11.10 Labor or Materials Liens. To pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees, or independent contractors, unless Tenant is disputing such items in good faith; not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises; and to discharge or bond off any such liens which may so attach within thirty (30) calendar days of notice of the same.

11.11 Holdover. To vacate the Premises immediately upon the expiration or sooner termination of this Lease. If Tenant retains possession of the Premises or any part thereof after the expiration or termination of the Term without Landlord's express prior written consent, Tenant shall pay Landlord Annual Base Rent at double the monthly rate specified in Section 3.1 for the time Tenant thus remains in possession and, in addition thereto, shall pay Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Section 11.11 do not exclude or be deemed to constitute a waiver of Landlord's rights of re-entry or any other right hereunder, including, without limitation, the right to refuse double the monthly Annual Base Rent and instead to remove Tenant through summary proceedings for holding over beyond the expiration of the Term of this Lease. Such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only.

11.12 Signs. Not to erect any signs visible from the exterior of the Building, excepting the existing sign(s) which have already been approved by Landlord, or in any way alter the exterior of the Premises without Landlord's prior written consent. Tenant agrees to remove signage on religious holidays and during summer months when Tenant's school is not in operation.

11.13 No Transfers. Not to assign, sublet, underlet, mortgage, pledge or encumber all or any part of the Lease or any of Tenant's rights or obligations hereunder.

11.14 Indemnity.

(a) Except to the extent arising from the gross negligence or willful misconduct of Landlord or its agents or employees, to defend, with counsel approved by Landlord, all actions against Landlord, any trustee, manager, member, beneficiary, agent, employee, representative or any other affiliate of Landlord (collectively, "Indemnified Parties"), and to pay, protect, indemnify and save harmless all Indemnified Parties from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature owed to or asserted by any third party arising from or related to (a) injury to or death of any person, or damage to or loss of property, occurring in or on the Premises or connected with the use, condition, or occupancy of any thereof, unless caused by the negligence of Landlord or its servants or agents; (b) violation of any of the provisions of this Lease by Tenant; (c) any act, fault, omission, or other misconduct of Tenant or its agents, employees, representatives, contractors, licensees, invitees, assignees or sublessees; (d) any violation of any federal, state, or local statute, ordinance, or bylaw, including, without limiting the generality of the foregoing, any violation of Title III of the Americans with Disabilities Act arising from or related to this Lease; (e) any charges assessed under state, local, and federal statutes and ordinances governing the use, occupancy, or both, of the Premises; or (f) Tenant's use and occupancy of the Premises.

(b) To indemnify Landlord for all costs and expenses incurred in connection with the reasonable enforcement of the terms and provisions of this Lease.

This Section 11.14 will survive expiration or earlier termination of this Lease.

SECTION 12: DAMAGE; DESTRUCTION; CONDEMNATION

12.1 Fire or other casualty.

(a) Subject to the provisions of Section 12.1(b) hereof, in the event during the Term hereof any portion of the Premises shall be partially damaged (as distinguished from "Substantially Damaged" as such term is hereinafter defined) by fire, explosion, casualty or any other occurrence covered or as may be required to be covered by Landlord's insurance as herein provided; Landlord shall forthwith proceed to repair such damage and restore the Premises (or provide, if possible, alternative parking spaces) but exclusive of Tenant's Property and leasehold improvements installed by Tenant, to substantially its condition at the time of such fire, explosion, casualty or occurrence. Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control.

(b) In the event of a casualty which renders the Premises unfit for use or occupancy by Tenant, then Landlord will make a determination in its reasonable judgment as to whether or not Landlord, using its commercially reasonable efforts, and proceeding diligently, can repair or restore the Premises (exclusive of Tenant's Property and leasehold improvements installed by Tenant) to their condition prior to said casualty within a period of ninety (90) days from the date of such casualty. Within thirty (30) days of any such casualty, Landlord shall provide Tenant notice of its intent to repair or restore the Premises to their condition prior to such casualty within such 90-day period. If, however, Landlord, exercising its reasonable judgment, determines that said repair or restoration cannot be completed within a period of ninety (90) days from the date of such casualty (in which case the Premises shall be deemed to be "Substantially Damaged"), then either Landlord or Tenant, upon ten (10) calendar days' prior notice, may terminate this Lease without further obligation on either party's part, except for the return of any pre-paid Rent, pro-rated to the time of the casualty. If this Lease is not terminated pursuant to the terms of this Section 12.1(b), then Landlord shall perform such repairs set forth in Section 12.1(c) hereof and Tenant shall perform such repairs as set forth in Section 12.1(d) hereof and the Term shall continue without interruption and this Lease shall remain in full force and effect, except as otherwise expressly provided herein.

(c) If this Lease is not terminated pursuant to the terms of Section 12.1(b) hereof and if Tenant is not then in default of any of its obligations under this Lease beyond any applicable notice and cure period provided for herein, Landlord shall, provided there are insurance proceeds available for restoration, reconstruct the Premises using such insurance proceeds only (it being understood by Tenant that Landlord shall not be responsible for any reconstruction of leasehold improvements constructed by Tenant, which reconstruction is the sole responsibility of Tenant) to substantially its condition at the time of such damage, but Landlord shall not be responsible for any delays which may result from any cause beyond Landlord's reasonable control. In the event the repairs and restoration are not completed within said period of ninety (90) days from the date of such casualty, then, at any time thereafter, Tenant may terminate the Lease at its sole election.

(d) If this Lease is not terminated as provided in Section 12.1(b) hereof, Tenant shall, at its own cost and expense, repair and restore leasehold improvements constructed by Tenant in the Premises in accordance with the provisions of this Section 12, including, but not limited to, the repairing or replacement of its merchandise, Trade Fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to its damage or destruction. Tenant agrees to commence the performance of its work when notified by Landlord that the work to be performed by Tenant can, in accordance with good construction practices, then be commenced and Tenant shall complete such work as promptly thereafter as is practicable, but in no even more than ninety (90) days thereafter except for causes beyond the Tenant's reasonable control, including governmental permitting.

(e) All proceeds payable from Landlord's insurance policies with respect to the Premises shall belong to and shall be payable to Landlord. If this Lease is not terminated as provided in Section 12.1(b) hereof, Landlord shall disburse and apply so much of any insurance recovery as shall be necessary against the cost to Landlord of restoration and reconstruction of the Premises referred to in Section 12.1(c) hereof, subject to the rights of any holder of any mortgage liens against the Premises.

(f) In the event that the provisions of Section 12.1(a) or Section 12.1(b) shall become applicable, the Annual Base Rent and Additional Rent will be abated or reduced proportionately during any period in which Tenant may be required to discontinue in whole or in part its business on the Premises, and such abatement or reduction will continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work of restoration or reconstruction as Landlord is obligated to do hereunder (exclusive of any of Tenant's fixtures, furnishings, equipment and the like or work performed therein by Tenant and the prompt completion of any required Tenant leasehold improvements).

12.2 Eminent Domain.

(a) If after the execution and before termination of this Lease, access to the Premises shall be materially reduced as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, or more than ten percent (10%) of the Premises is so taken or conveyed or such lesser amount, if such taking or conveyance otherwise materially interferes with the Tenant's use and enjoyment of the Premises, then, at the election of Tenant, the Lease shall terminate as of the day possession shall be taken by such authority, and Tenant shall pay Rent up to that date, with a pro-rata refund by Landlord of such Rent as will have been paid in advance for a period subsequent to the date of the taking of possession.

(b) If after the execution and before termination of this Lease, as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, access to the Premises is not materially reduced or if less than ten percent (10%) of the Premises is taken or conveyed, or if such taking does not otherwise materially interfere with Tenant's use and enjoyment of the Premises, then, at the election of Tenant, this Lease will terminate only as respects the portions so taken or conveyed, as of the day possession is taken, and Tenant shall pay Rent up to that day, with an appropriate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to the date of the taking of possession, and thereafter the Annual Base Rent will be equitably adjusted. Pending agreement of such Rent adjustment, Tenant agrees to pay to Landlord the Annual Base Rent in effect immediately prior to the taking by eminent domain, reduced pro-rata by the square footage taken. Landlord shall, at its expense, make all necessary repairs or alterations so as to reconstitute the remaining portion of the Premises a complete architectural unit and in substantially the same conditions as prior to the taking.

(c) If after the execution and before termination of this Lease, as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, access to the Premises is materially reduced or more than ten percent (10%) of the Premises is taken or conveyed (or if Tenant otherwise has the right to terminate this Lease pursuant to Section 12.2(a)) and Tenant has not elected to terminate, the Term will cease only as respects the part so taken or conveyed, from the day possession is taken, and Tenant shall pay Rent to that date with an appropriate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to the date of the taking of possession, but Landlord will have the right to terminate this Lease upon notice to Tenant in writing within thirty (30) calendar days after such taking of possession. If Landlord does not elect to terminate the Lease, all of the terms herein provided shall continue in effect except that the Annual Base Rent and Additional Rent will be equitably adjusted, and Landlord shall make all necessary repairs or alterations so as to constitute the remaining portion of the Premises a complete architectural unit and in substantially the same condition as prior to the taking.

(d) All compensation awarded for any such taking or conveyance, whether for the whole or a part of the Premises, except as expressly provided below, will be awarded to Landlord. Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation except as provided below. Notwithstanding any of the foregoing, the Tenant will be entitled to seek a separate award for Tenant's leasehold improvements, leasehold interest, Trade Fixtures, relocation expenses and any other claim permitted by law. In the event of any taking of the Premises or any part thereof for temporary use, this Lease will be and remain unaffected thereby and Annual Base Rent and Additional Rent will be equitably adjusted.

SECTION 13: DEFAULT

13.1 Events of Default. If any default in the payment of Annual Base Rent, Additional Rent or any other monetary obligation due to Landlord by Tenant (a "Monetary Default") is not cured within fourteen (14) calendar days of written notice of such Monetary Default from Landlord to Tenant, *provided, however*, Landlord shall not be required to give more than two (2) such written notices during any twelve (12) month period, in which case Landlord may exercise its remedies under this Section 13 immediately upon any such Monetary Default; or if any other default under the terms hereof continues for more than thirty (30) calendar days following written notice thereof from Landlord to Tenant plus such additional time, if any, as is reasonably necessary to cure the default if the default is of such a nature that it can be cured but cannot reasonably be cured in thirty (30) calendar days and Tenant is diligently and continuously endeavoring to cure such default; or if Tenant files a petition under any chapter of the U.S. Bankruptcy Code, 11 U.S.C. 101 et seq., as it may be amended, or if any such petition is filed against Tenant and is not dismissed within ninety (90) calendar days; or if Tenant commences any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment or trust mortgage for benefit of creditors; or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property of Tenant and such appointment as ordered is not dismissed within ninety (90) calendar days; or if the leasehold hereby created is taken on execution or other process of law in any action against Tenant; then, and in any such case, Landlord and the agents and servants of Landlord may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter while such default continues and without further notice, at Landlord's election, do any one or more of the following: (1) give Tenant written notice stating that the Lease is terminated, effective fourteen (14) calendar days after the giving of such notice or upon a date stated in such notice, as Landlord may elect, in which event the Lease shall be irrevocably terminated as stated in such notice without any further action, or (2) with an execution for possession issued by a court of competent jurisdiction, enter and repossess the Premises as of Landlord's former estate, and expel Tenant and those claiming through or under Tenant, and remove its and their effects, without being guilty of trespass, in which event the Lease shall be irrevocably terminated at the time of such entry, or (3) pursue any other rights or remedies permitted by law. Any such termination of the Lease will be without prejudice to any remedies which might otherwise be used for arrears of Rent or prior breach of covenant, and, in the event of such termination, Tenant shall remain liable under this Lease as hereinafter provided. In any such event, Tenant hereby waives all statutory rights (including, without limitation, rights of redemption, if any) to the extent such rights may be lawfully waived, and Landlord, without notice to Tenant, may store Tenant's effects and those of any person claiming through or under Tenant at the expense and risk of Tenant and, if Landlord so elects, after not less than thirty (30) calendar days' written notice without Tenant's having removed its property from the Premises, may sell such effects at public auction or private sale and apply the net proceeds thereof to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

13.2 Tenant’s Obligations after Termination. In the event that this Lease is terminated under any of the provisions contained in Section 13.1, Tenant shall pay forthwith to Landlord, as compensation, the excess of the total Rent reserved for the residue of the Term over the fair market rental value of the Premises for the residue of the Term. In calculating the Rent reserved there shall be included, in addition to the Annual Base Rent and Additional Rent, the value of all other considerations agreed to be paid or performed by Tenant during the residue of the Term. As additional and cumulative obligations after any such termination, Tenant shall also pay punctually to Landlord all the sums and shall perform all the obligations that Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Tenant shall be credited with any amount paid to Landlord pursuant to the first sentence of this Section 13.2 and also with the net proceeds of any Rent obtained by Landlord by re-letting the Premises, after deducting all Landlord’s reasonable expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services, and expenses of preparing the Premises for such re-letting, it being agreed by Tenant that Landlord may (i) re-let the Premises or any part or parts thereof for a term or terms that may, at Landlord’s option, be equal to or less than or exceed the period that would otherwise have constituted the balance of the Term hereof and may grant such concessions and free rent as Landlord in its reasonable judgment considers advisable or necessary to re-let the same and (ii) make such alterations, repairs, and decorations in the Premises as Landlord in its reasonable judgment considers advisable or necessary to re-let the same, and no action of Landlord in accordance with the foregoing or failure to re-let or to collect rent under re-letting shall operate or be construed to release or reduce Tenant’s liability as aforesaid.

13.3 Nothing contained in this Lease will limit or prejudice the right of Landlord to prove and obtain, in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to above.

13.4 Landlord shall in no event be in default in the performance of any of Landlord’s obligations hereunder unless and until Landlord has failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying Landlord’s defaulted obligation.

SECTION 14: MISCELLANEOUS

14.1 Notices from One Party to the Other. All notices required or permitted hereunder must be addressed to the respective addresses of Landlord and Tenant indicated in

Section 1 hereof and must be sent by certified or registered mail, return receipt requested or by a national overnight carrier, with copies in each instance as follows:

With respect to Landlord:

Archdiocese of Boston
66 Brooks Drive
Braintree, Massachusetts 02184
Attn: Chancellor

Archdiocese of Boston
66 Brooks Drive
Braintree, Massachusetts 02184
Attn: General Counsel

With a copy to:

St. Mary of the Annunciation Parish
46 Myrtle Street
Melrose, Massachusetts 02176
Attn: Pastor/Administrator

With respect to Tenant:

City of Melrose
562 Main Street
Melrose, Massachusetts 02176
Attn: Office of the Mayor

All notices will be deemed received on the day immediately following the day on which such notice is deposited with the U.S. Postal Service or national overnight carrier, as applicable.

14.2 Bind and Inure. This Lease is binding upon and inures to the benefit of the parties hereto and their respective authorized successors and assigns, except that Landlord named herein and each successive owner of the Premises will be liable only for the obligations accruing during the period of its ownership. No officer, trustee, manager, member, beneficiary, employee or any other affiliate of Landlord will be personally liable or subject to levy, execution or other enforcement procedure against their personal assets for the satisfaction of the remedies of Tenant against Landlord. The reference herein to authorized successors and assigns of Tenant is not intended to constitute consent to assignment from Landlord to Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as permitted by the provisions of this Lease.

14.3 No Waiver, Etc. The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease, or, with respect to such failure of Landlord, any of the rules and regulations referred to in Section

11.6 hereof, whether heretofore or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Annual Base Rent or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver is in writing and signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty will be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

14.4 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease or at law or in equity.

14.5 Cumulative Remedies. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord may seek injunctive relief regarding any attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions. Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant’s failure to satisfy any of its obligations (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

14.6 Landlord’s Right to Cure. If Tenant defaults at any time in the performance of any obligation under this Lease beyond the applicable notice and grace period or cure period, if any, then, if Tenant has failed to cure or to have commenced to cure such default within five (5) calendar days following an additional written notice to Tenant (but in cases of emergency, no notice will be required), Landlord will have the right, but not the obligation, to enter upon the Premises, if necessary, and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the Default Rate and all necessary and reasonable incidental costs and expenses in connection with the performance of any such act by Landlord) shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

14.7 Estoppel Certificate. Tenant agrees, from time to time, upon not less than thirty (30) calendar days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the

Annual Base Rent and Additional Rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been modifications, or if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Annual Base Rent, Additional Rent and other charges have been paid. Any such statement delivered pursuant to this Section 14.7 shall be in a form reasonably acceptable to and may be relied upon by a prospective purchaser or mortgagee of the Premises or any prospective assignee of any such mortgagee.

14.8 Acts of God. In any case where either party hereto is required to do any act and delays are caused by or result from causes beyond such party's reasonable control, these delays will not be counted in determining the time during which the work or cure must be completed, whether such time be designated by a fixed date, fixed time or a "reasonable time" and such time will be deemed to be extended by the period of such delay.

14.9 Submission Not an Offer. The submission of a draft of this Lease or a summary of some or all of its provisions does not constitute an offer to lease or demise the Premises, it being understood and agreed that neither Landlord nor Tenant will be legally bound with respect to the leasing of the Premises unless and until this Lease has been executed by both Landlord and Tenant and a fully executed copy has been delivered to each of them.

14.10 Service of Process; Jury Trial Waiver.

(a) TENANT AND LANDLORD EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS LEASE OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS LEASE OR ANY AGREEMENT OR TRANSACTION RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. TENANT AND LANDLORD EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT TENANT OR LANDLORD MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS LEASE WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(b) Tenant and Landlord each hereby consents to the service of process in the manner provided for notices under this Lease.

14.11 Severability. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances is declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Lease and their application to persons or circumstances will not be affected thereby and will continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision, there will be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties. Notwithstanding the previous sentence, it is expressly understood and agreed by Landlord and Tenant that if Section 7.2 is severed, found invalid or unenforceable for any reason, this Lease Agreement will terminate upon written notice from Landlord, such termination to become immediately effective upon Landlord giving notice thereof.

14.12 Integration. This Lease supersedes all prior oral or written agreements or understanding concerning the terms hereof and constitutes and represents the complete and final agreement between the parties hereto.

14.13 Headings. The titles of the several Sections contained herein are for convenience only and must not be considered in construing this Lease.

14.14 Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them, respectively.

14.15 Amendments. This Lease may be amended and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant.

14.16 Authority of Tenant. Tenant represents and warrants to Landlord (which representations and warranties shall survive the delivery of this Lease) that: (a) Tenant has the power to execute and deliver and perform its obligations under this Lease; and (b) (i) the execution, delivery, and performance by Tenant of its obligations under this Lease have been duly authorized, and will not violate the organizational documents of the Tenant or any indenture, agreement or other instrument to which it is a party or by which it is bound; and (ii) the signatory to this Lease is duly authorized to execute this Lease on the Tenant's behalf.

14.17 Authority of Landlord. Landlord represents and warrants to Tenant (which representations and warranties shall survive the delivery of this Lease) that: (a) Landlord (i) is a Corporation Sole, established and maintained as a religious corporation pursuant to Chapter 506 of the Massachusetts Acts of 1897, (ii) has the power and authority to carry on businesses now being conducted and is qualified to do business in Massachusetts, and (iii) has the power to execute and deliver and perform its obligations under this Lease; and (b) the execution, delivery and performance by Landlord of its obligations under this Lease have been duly authorized by all requisite organizational action and will not violate the organizational documents of Landlord or any indenture, agreement, or other instrument to which it is a party or by which it is bound.

14.18 Brokers. Landlord and Tenant warrant and represent that, they have not dealt with any broker or agent in connection with this transaction.

14.19 Mutual Waiver of Claims. Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage from responsible insurance companies doing business in The Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their insurance companies will have no right of subrogation against the other on account thereof. In the event that an additional premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement will cease for such period of time as such waiver will be effective, but nothing contained in this Section will be deemed to modify or otherwise affect any releases elsewhere contained in this Lease. Notwithstanding the forgoing, each party reserves any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

14.20 Counterparts. This Lease may be executed in any number of counterparts, but all of such counterparts will together constitute but one and the same agreement. In making proof of this Lease, it will not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Lease by facsimile or other electronic method of transmission will have the same force and effect as delivery of an original executed counterpart of this Lease.

14.21 Limitation on Damages. Neither Landlord nor Tenant will be liable to the other for any consequential damages, including, without limitation, any so-called "lost profits". Nor shall Landlord be liable to Tenant for any reason for any losses resulting from any computer or electronics failures, including, without limitation, any losses or damages suffered in connection with a loss of data.

14.22 Enforcement Expenses. Unless prohibited by applicable law, Tenant agrees to pay to Landlord the amount of all fees and expenses (including, without limitation, attorneys' fees and costs) incurred by Landlord arising out of or resulting from any act or omission by Tenant with respect to this Lease or the Premises, including, without limitation, any breach by Tenant of its obligations hereunder, irrespective of whether Landlord resorts to litigation as a result thereof.

[*Remainder of page left blank intentionally; signature page to follow*]

14.23 Interpretation. Unless indicated otherwise, the term “or” in this document is used in the inclusive sense.

14.24 Survival. In addition to those provisions specifically noted as surviving termination of this Lease, the following provisions will survive termination of this Lease: this Section 14.24 (Survival), Section 11.11 (Holdover), and Section 14.1 (Notices). In addition, if the Lease is terminated because of a breach of the Lease by the non-terminating party, the terminating party’s right to pursue all legal remedies will survive such termination unimpaired.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as an instrument under seal and delivered as of the day and year first above written.

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, A CORPORATION SOLE, as Landlord

By: ____________________________________
John Straub, Chancellor / Assistant Clerk

CITY OF MELROSE, as Tenant

By: ________________________________

Title: ________________________________

CITY OF MELROSE

OFFICE OF THE MAYOR

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4440

JENNIFER GRIGORAITIS
Mayor

To: City Council

From: Mayor Jen Grigoraitis

Re: Approval of Lease Agreement Renewal with the Archdiocese of Boston

Date: June 25, 2026

CC: Shannon Philips, City Solicitor

Kerri Golden, CFO

Lauren Grymek, Chief of Staff

The City of Melrose currently leases 53 parking spaces in the St. Mary's Parish Parking Lot located at 41 Myrtle Street in Melrose MA. The lease has been in place since 2017 and allows for the 53 parking spaces to be used as a public and municipal parking lot. This lease is set to expire on June 30, 2026. The City's lease of this property provides a significant benefit to residents and merchants.

Before you for your consideration and approval is the proposed renewal of the lease agreement between the City of Melrose and the Archdiocese of Boston. The City Council has previously approved the FY 27 budget for this agreement, in the amount of $35,000; the renewal increases this amount to $42,000 for a period of one year.

CITY OF MELROSE **Legal Department**

Shannon Phillips
City Solicitor
Sphillips@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4184

July 14, 2026

Via electronic mail

Melrose City Council
562 Main Street
Melrose, MA 02176

Re: **Order ID #s 2026-1508** *(St. Mary's Parking Lot Lease)*
Order ID # 2026-1509 *(Appropriation Request)*
Order ID # 2026-1507 *(Approval of the Draft Written Determination of the Lease Transaction of Parking Lot)*

Dear Honorable Council Members:

Please accept this correspondence as a request to amend the above-referenced orders prior to anticipated final City Council vote on July 20, 2026.

By way of background, these orders all relate to the continued lease of the parking lot owned by the Archdiocese at 41 Myrtle Street in Melrose. These orders are coming before City Council for an anticipated final vote on July 20, 2026, with a recommendation of "ought not to pass" from the Appropriations and Oversight (A&O) Committee.

Following the July 9th A&O meeting where votes were taken rejecting all three orders with a recommendation of "ought not to pass", the City contacted the Archdiocese to let them know of the Committee's votes, that 8 votes were needed on the lease and appropriation for final passage, and that an anticipated final vote would be taken on these Orders on July 20, 2026 by full Council.

In response, the Archdiocese reached out to the City on July 13, 2026, and proposed a new revised *three- year agreement* (attached) with annual rent in year one at $39,000, $41,000 in year two, and $43,000 in year three. These are substantial changes from the one-year agreement at $42,000 voted down by A&O on July 9, 2026. As discussed at the Committee meeting, during negotiations the Archdiocese rejected any proposals made by the City for a three-year lease term for below $54,000 per year. In order to move these negotiations forward, the parties agreed to a one-year lease at $42,000. This new proposal from the Archdiocese, following the Committee vote not to recommend the one-year lease, provides the City with a longer lease term at a lower cost than what was previously agreed to. As such, the mayor is willing to accept these new terms, and the City is appreciative of this more favorable lease agreement from the Archdiocese.

In light of this new proposal, the Mayor is requesting City Council's approval of **Order ID # 2026-1508** in consideration of the attached *revised lease* and its new terms. This revised lease replaces the one previously submitted by the Mayor with this Order that was voted down by A&O. To vote in favor of this

revised lease in Order ID # 2026-1508 a motion can be made in Council "To approve the REVISED lease agreement as submitted on July 14, 2026 relative to the Parking Lot near St. Mary's Church at 41 Myrtle Street in Melrose". Given this change requested by the Mayor to this Order, a "yes" vote by City Council on July 20, 2026, will be an approval of this *revised lease* (not the previous one submitted by the Mayor and rejected by A&O). A "no" vote will prohibit the mayor from entering into a new lease agreement with the Archdiocese for the use of this land for public and municipal parking. As previously discussed, the Council does not have the authority to amend the terms of the agreement; the Council's authority resides in its ability to authorize the mayor to execute the revised lease.

In conjunction with these lease changes, the Mayor is also making an amendment to **Order ID# 2026-1509** (an appropriation relative to the lease agreement) to appropriate $4,000 instead of $7,000. If Council approves the revised lease agreement in Order ID # 2026-1508, it should be taking a vote to also approve Order ID # 2026-1509 as revised by the Mayor in the amount of **$4,000** so the necessary funds can be appropriated to fund the first year of this lease - July 1, 2026 to June 30, 2027 (as part of the FY27 budget process, Council already appropriated $35,000 relative to this lease for FY27 (housed in budget 296 Parking). As previously highlighted by the CFO during the revenue presentation of the budget process, the City funds the parking department budget with funds obtained from parking receipts (parking permits). Given that the lease terms were finalized after the passage of the budget, for FY 27, $4,000 will need to be approved from the Contract Stabilization Fund to cover the difference. For passage of this revised Order, a motion can be made in Council "to approve this Order in the revised amount of $4,000 as amended by the Mayor's request."

Finally, as explained at the A&O committee meeting, and in my previous communication submitted with Order ID # 2026-1507, should City Council vote to approve the above two Orders, Council must also vote on a written determination of the unique location of the property (**Order ID # 2026-1507).** Approving a written determination that can be published in the Central Register, is a requirement under G.L. c. 30B before the Mayor can sign. I have attached a "Revised Proposed written determination…" for your consideration that addresses the newly revised lease terms. To vote in favor of this proposed written determination on July 20th, a motion should be made in Council "to approve the "REVISED" written determination for this Order submitted on July 14, 2026."

Unfortunately, I cannot be present at the City Council meeting on July 20, 2026 as I will be out of state. However, I am happy to discuss any of the above with any Councilors who may have questions or concerns this week prior to next Monday's meeting. Please do not hesitate to contact me directly.

Best Regards,

/s/ Shannon T. Phillips

Shannon Phillips

cc: Mayor Jennifer Grigoraitis (via e-mail)
Kerri Golden, CFO (via e-email)
Tanji Cifuni, City Clerk (via e-mail)

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into as of __________, 2026, by and between **Roman Catholic Archbishop of Boston, a Corporation Sole**, ("Landlord") with its principal office located at 66 Brooks Drive, Braintree, Massachusetts 02184-3439, acting on behalf of St. Mary of the Annunciation Parish, Boston, Massachusetts ("Parish"), and the **CITY OF MELROSE**, ("Tenant") with its usual place of business located at 562 Main Street, Melrose, Massachusetts 02176.

NOW, THEREFORE, in consideration of the mutual conditions, agreements and covenants set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1: REFERENCE DATA & DEFINITIONS: Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1:

1.1 Landlord. Roman Catholic Archbishop of Boston, a Corporation Sole

1.2 Landlord's Address. 66 Brooks Drive
Braintree, Massachusetts 02184-3439
Attention: Chancellor's Office

1.3 Tenant. City of Melrose

1.4 Tenant's Address. 562 Main Street
Melrose, Massachusetts 02176
Attention: Office of the Mayor
Telephone: (781) 979-4440

1.5 Premises. Approximately 53 parking spaces in the St. Mary's Parish Parking Lot located at 41 Myrtle Street, Melrose, Massachusetts all as further described in Section 2.1 hereof.

1.6 Commencement Date. July 1, 2026.

1.7 Term. As defined in Section 2.2 hereof.

1.8 Termination Date. June 30, 2029.

1.9 Lease Year. "Lease Year" means each consecutive twelve month period during the Term commencing on the Commencement Date for the first Lease Year, and commencing on the anniversary of the Commencement Date each Lease Year thereafter, and ending on the day immediately preceding the anniversary of the Commencement Date.

1.10 Annual Base Rent. "Annual Base Rent" means payments by Tenant to Landlord as follows:

Lease Year	Starting Date	Ending Date	Annual Base Rent ($)	Monthly Rent ($)
1	July 1, 2026	June 30, 2027	$39,000.00	$3,250.00
2	July 1, 2027	June 30, 2028	$41,000.00	$3,416.67
3	July 1 2028	June 30, 2029	$43,000.00	$3,583.33

1.11 Rent. "Rent" means the Annual Base Rent plus all Additional Rent.

1.12 Additional Rent. "Additional Rent" means those additional amounts payable to Landlord as provided throughout this Lease.

1.13 Rent Payment Date. As defined in Section 3.1 hereof.

1.14 Permitted Uses. "Permitted Uses" means use of the Premises as more fully described in Section 7 hereof.

SECTION 2: PREMISES & TERM.

2.1 Premises.

(a) Lease Premises. Subject to the provisions of this Lease and all matters of public record, Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises, consisting of approximately 53 designated parking spaces in the St. Mary's Parish Parking Lot located at 41 Myrtle Street, Melrose, Massachusetts as depicted on Exhibit A attached herewith.

(b) Condition of Premises. Tenant acknowledges that it has inspected the Premises and agrees to accept the Premises "AS IS." Tenant agrees that Landlord has no obligation to perform any work whatsoever to prepare the Premises for Tenant's use under this Lease.

2.2 Term. The term of this Lease (the "Term") shall be the period commencing on the Commencement Date and ending on the Termination Date, unless sooner terminated in accordance with the provisions of this Lease.

SECTION 3: RENT, INSURANCE, REAL ESTATE TAXES AND OTHER CHARGES; PAYMENT.

3.1 Rent. Commencing on the Commencement Date, Tenant shall pay Rent without any offset or reduction (except as made in accordance with the express provisions of this Lease) in advance on the first day of each and every calendar month during the Term of this Lease in an amount equal to one-twelfth of the Annual Base Rent plus any unpaid Additional Rent then due and payable; provided, however, that if the Commencement Date falls on a day other than the first day of a calendar month, (i) Tenant's first Rent payment will be made on the

Commencement Date and will be in an amount equal to one-twelfth of the Annual Base Rent, multiplied by a fraction, the numerator of which shall be the number of days remaining in the partial calendar month, and the denominator of which shall be the total number of days in such calendar month, plus any unpaid Additional Rent then due and payable and (ii) Tenant's Rent payment for the final calendar month of the Term will be made on first day of the last calendar month during the Term and will be in an amount equal to one-twelfth of the Annual Base Rent, multiplied by a fraction, the numerator of which shall be the number of days remaining in the partial calendar month, and the denominator of which shall be the total number of days in such calendar month, plus any unpaid Additional Rent then due and payable Each date on which Rent is payable hereunder is referred to as a "Rent Payment Date."

3.2 Insurance, Real Estate Taxes & Other Charges.

(a) Tenant Insurance. Tenant shall, at Tenant's expense and at no expense to Landlord, procure and maintain, in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Term of this Lease, and thereafter so long as Tenant is in occupancy of any part of the Premises, (1) policies of comprehensive general liability insurance and casualty/property insurance (including broad form contractual liability coverage to cover any liabilities assumed under this Lease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, including products liability, and independent contractor's hazard and completed operations liability) with initial limits of $1,000,000 each occurrence and $2,000,000 in the aggregate (combined single limit) for property damage, bodily injury or death or such greater amounts as Landlord in its reasonable discretion shall from time to time request, under which Tenant is named as an insured and Landlord, and, at Landlord's request, Landlord's property manager, any mortgagee, and such other persons as Landlord reasonably may request are named as additional insureds; and (2) medical payment insurance with limits of $5,000.00 each person and $10,000 per occurrence, under which Tenant is named as an insured and Landlord, and, at Landlord's request, Landlord's property manager, any mortgagee, and such other persons as Landlord reasonably may request are named as additional insureds. Tenant may satisfy such insurance requirements by including the Premises in a so-called "blanket" and/or "umbrella" insurance policy, provided that the amount of coverage allocated to the Premises is pursuant to a "per location" endorsement and shall otherwise fulfill the requirements set forth herein. The policies of insurance required to be maintained by Tenant hereunder shall be issued by companies domiciled in the United States and qualified and licensed to conduct business in The Commonwealth of Massachusetts and shall be rated A+ or better in the most current issue of Best's Key Rating Guide (or any successor thereto). At all times during the Term, such insurance shall be maintained, and Tenant shall cause a current and valid certificate of such policies to be deposited with Landlord. If Tenant fails to have a current and valid certificate of such policies on deposit with Landlord at all times during the Term and such failure is not cured within three (3) Business Days following Tenant's receipt of notice thereof from Landlord, Landlord shall have the right, but not the obligation, to obtain such an insurance policy, and Tenant shall be obligated to pay Landlord the amount of the premiums applicable to such insurance within ten (10) days after Tenant's receipt of Landlord's request for payment thereof.

Such policies shall cover the use and occupation of the Premises and all operations and activities conducted at, on or from the Premises by Tenant, its agents, employees, servants or invitees. Tenant's insurance shall be primary to, and not contributory with any insurance carried by Landlord, whose insurance shall be considered excess only. Each such policy shall provide that it must not be canceled and that its limits must not be reduced without at least thirty (30) days' prior written notice to Landlord and its designees, and that the interests of Landlord and its designees thereunder or therein will not be affected by any breach by Tenant of any policy provision. Evidence of these policies, in the form of insurance certificates reasonably satisfactory to Landlord, must be submitted to Landlord no later than the earlier of thirty (30) days prior to the Commencement Date and thirty (30) days the commencement of any Improvements by Tenant in or about the Premises Tenant shall, if requested, submit the actual policies of insurance to Landlord within ten (10) days of a request therefor in writing. Tenant shall also submit to Landlord renewal certificates of any expiring policy hereunder within ten (10) days of expiration thereof. If Tenant fails to have a current and valid certificate of such policies on deposit with Landlord at all times during the Term and such failure is not cured within three (3) Business Days following Tenant's receipt of notice thereof from Landlord, Landlord shall have the right, but not the obligation, to obtain such an insurance policy, and Tenant shall be obligated to pay Landlord the amount of the premiums applicable to such insurance within ten (10) days after Tenant's receipt of Landlord's request for payment thereof.

Landlord shall have the right from time to time to increase such minimum limits set forth herein upon reasonable notice to Tenant, provided that any such increase shall provide for coverage in amounts similar to like coverage being carried on like property in the greater Boston area.

(b) Waiver of Subrogation. Notwithstanding anything herein to the contrary, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action, or cause of action against the other, its agents, employees, licensees, or invitees for any loss or damage to or at the Premises or any personal property of such party therein or thereon by reason of fire, the elements, or any other cause which is covered, or would have been covered, by the insurance coverages required to be maintained by Landlord and Tenant, respectively, under this Lease, regardless of cause or origin, including omission of the other party hereto, its agents, employees, licensees, or invitees. Landlord and Tenant covenant that no insurer shall hold any right of subrogation against either of such parties with respect thereto. This waiver shall be ineffective against any insurer of Landlord or Tenant to the extent that such waiver is prohibited by the laws and insurance regulations of The Commonwealth of Massachusetts. The parties hereto agree that any and all such insurance policies required to be carried by either party shall be endorsed with a subrogation clause, substantially as follows: *"This insurance shall not be invalidated should the insured waive, in writing prior to a loss, any and all right of recovery against any party for loss occurring to the Premises described therein,"* and shall provide that such party's insurer waives any right of recovery against the other party in connection with any such loss or damage.

(c) Tenant's Risk. Tenant agrees to use and occupy the Premises and to use such other portions of the property owned by Landlord as Tenant is herein given the right to use at Tenant's own risk and Tenant assumes liability for any and all injury, loss or damage to any person or property on the Premises or other such property, whether covered by insurance or not. Landlord shall not be liable to Tenant, its employees, agents, invitees or contractors for any damage, injury, loss, compensation, or claim (including, but not limited to, claims for the interruption of or loss to Tenant's business) based on, arising out of or resulting from any cause whatsoever, including, but not limited to, Improvements to any portion of the Premises or other property owned by the Landlord, any fire, robbery, theft, mysterious disappearance and/or any other crime or casualty, the actions of any other tenants of the Premises or of any other person or persons, or any leakage in any part or portion of the Premises, or from water, rain or snow that may leak into, or flow from any part of the Premises, or from drains, pipes in or near the Premises, unless due to the gross negligence or willful misconduct of Landlord or Landlord's agents, contractors or employees. Any goods, property or personal effects stored or placed in or about the Premises shall be at the sole risk of Tenant, and neither Landlord nor Landlord's insurers shall in any manner be held responsible therefor. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the other property owned by the Landlord or otherwise. The provisions of this Section 3.2(c) shall be applicable from and after the execution of this Lease and until the end of the Term of this Lease, and during any additional period as Tenant may use or be in occupancy of any part of the Premises.

(d) Tenant's Other Liability. Tenant further covenants and agrees to restore, repair and replace any fixtures or equipment of Landlord on the Premises which may be lost, damaged or destroyed during the Term of this Lease, except to the extent of Landlord's negligence.

(e) Taxes, Levies and Charges. Real estate taxes and all other government levies and charges, general and special, foreseen and unforeseen, assessed against or levied on the Premises or any betterments and attributable in whole or in part to the Term of the Lease with respect to the Premises, to the extent there are any, shall be imputed to the Tenant. Landlord shall present to Tenant copies of the statements for such real estate taxes and all other government levies and charges promptly after they are received. Tenant shall pay to Landlord, as Additional Rent, an amount equal to the full amount due under such statements on the Rent Payment Date next preceding the date on which such amount is due and payable in accordance with such statements. If Tenant desires to have proceedings instituted for an abatement of any real estate taxes or other such levies or charges upon the Premises and so requests in writing, Landlord may but is not obligated to institute such proceedings, provided, however, in any event, that all costs of such proceeding shall be borne by Tenant. If any abatement is received in accordance with the provisions of this Section 3.2(e), the proceeds thereof, to the extent they represent payments actually made by Tenant to Landlord in accordance with this Section 3.2(e), shall be distributed to Tenant. All remaining proceeds shall be paid to Landlord. Nothing herein shall prevent Landlord, on its own volition, from applying for an abatement of said real estate taxes, levies or charges.

SECTION 4: PAYMENTS

4.1 Payments Accepted. All payments of Annual Base Rent and Additional Rent shall be made to St. Mary of the Annunciation Parish by check or to such other person as

Landlord may from time to time designate in writing.

4.2 Account Information. As indicated above, all payments hereunder shall be made by check payable to the Parish and sent in care of the pastor at the notice address for the Parish provided in Section 14.1 hereof.

4.3 Late Payments and Fees. If Tenant pays any installment of Annual Base Rent or Additional Rent more than ten (10) calendar days after the due date, then Tenant shall pay to Landlord as Additional Rent a late payment charge of two and one-half percent (2.5%) of such overdue amount, which will be due and payable on the next succeeding Rent Payment Date.

4.4 Default Interest. Any Annual Base Rent, Additional Rent or any other amounts due and payable under this Lease that have not been paid within thirty (30) calendar days of the due date thereof will bear interest from the original due date until paid in full at an annual rate equal to the prime rate then in effect as announced from time to time in the *Wall Street Journal*, or if the *Wall Street Journal* shall no longer exist any comparable financial publication, plus three percent (3%) (the "Default Rate"), which will be due and payable as Additional Rent. Such amounts will accrue on a daily basis.

SECTION 5: SECURITY DEPOSIT.

[This Section intentionally deleted]

SECTION 6: UTILITIES; CERTAIN OTHER CHARGES.

[This Section intentionally deleted]

SECTION 7: PERMITTED USES

7.1 Operations. Tenant shall use the Premises solely for the purposes of public and municipal parking and in accordance with the terms and conditions of Section 11.4 of this Lease (the "Permitted Uses"). Tenant shall not use the Premises in any other manner. Tenant shall not use the Premises for any other purposes or in any way which could reasonably be considered to cause discomfort or annoyance to Landlord. It is expressly agreed and understood by and between Landlord and Tenant that only Tenant has the use, as set forth in this Lease, of the Premises leased hereunder for the purposes and uses herein stated.

7.2 Cancellation. Notwithstanding anything in this Lease to the contrary, it is understood and agreed by Landlord and Tenant that the Landlord has the right to cancel this Lease in its sole discretion upon giving thirty (30) days notice to Tenant. Upon receipt of said notice Tenant agrees to vacate the Premises on or before thirty (30) days from the date of the notice.

SECTION 8: IMPROVEMENTS

8.1 During the Term of this Lease, neither Landlord nor Tenant is obliged by this Lease to make any repairs, replacements, modifications, improvements, alterations or additions of any nature (“Improvements”), other than those specifically provided in this Lease.

8.2 Tenant shall make all essential repairs to the Premises necessitated by Tenant’s occupancy and shall keep the Premises in good repair, excepting only ordinary wear and tear.

8.3 Except with respect to necessary repairs for which Tenant is obligated to perform under Section 8.2, Tenant shall make no Improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in its sole discretion. All such Improvements will be made solely at Tenant’s cost and expense (which Tenant agrees to pay promptly when due) and must be performed in accordance with plans and specifications approved in writing by Landlord, in its sole discretion, prior to being commenced. All such Improvements will be performed in such manner, and by such persons as will not cause any damage to the Premises. Except as otherwise expressly set forth herein, such work will be performed by general contractors first approved by Landlord, which approval will not unreasonably be withheld or delayed. Tenant shall secure and pay for all licenses and permits necessary for any of the foregoing Improvements. Before any such work is started, Tenant shall deliver to Landlord a statement of the names of all its contractors (as approved by Landlord) and the estimated cost of all labor and material to be furnished by them. Tenant shall cause each contractor to carry (i) workmen's compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees and (ii) comprehensive public liability insurance with such limits as Landlord may reasonably require, but in no event less than a combined single limit of $1,000,000 (all such insurance insuring Landlord and Tenant as well as the contractors), and, upon request by Landlord, to deliver to Landlord certificates of all such insurance. Landlord may, at its discretion and at the request of Tenant and at Tenant’s sole cost and expense, make such Improvements requested by Tenant. All costs associated with such Improvements shall be billed to Tenant and shall constitute Additional Rent.

8.4 If any Improvements are consented to as provided in Section 8.3, Tenant shall, if Landlord notifies Tenant in writing at the time Landlord approves of an Improvement, at the end of the Term remove the same and restore the Premises to the condition and state of construction and arrangement in which they were at prior to the installation thereof, ordinary wear and tear, damage by fire and casualty only excepted (other than to the extent that such casualty is caused by Tenant, its agents, servants, employees and invitees). Landlord may, at its discretion, waive this requirement in writing upon written request from Tenant.

SECTION 9: LANDLORD'S COVENANTS DURING THE TERM

9.1 Quiet Enjoyment. Tenant, on paying the Rent and performing its obligations hereunder, shall peacefully and quietly have, hold, and enjoy the full possession and the use of the Premises throughout the Term. The foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

SECTION 10: INTERRUPTIONS

10.1 Landlord will not have any liability for, nor will there be any reduction in Rent on account of (a) any power losses, shortages, or any other interruption in the provision of any utilities not caused by Landlord's negligence, (b) Landlord's entering the Premises for any of the purposes authorized in this Lease, or (c) repairing the Premises or any part thereof to the extent permitted in this Lease. In case Landlord is prevented or delayed from making any Improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause beyond Landlord's reasonable control, Landlord shall not be liable to Tenant therefor, nor, except as expressly otherwise provided in this Section 10 or in Section 12, shall Tenant be entitled to any abatement or reduction of Rent by reason thereof.

10.2 Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use its commercially reasonable efforts and all reasonable diligence to avoid unnecessary inconvenience to Tenant by reason thereof.

10.3 Notwithstanding the foregoing, if as a result of negligence of Landlord, the Premises are rendered untenantable to such an extent that Tenant is unable to, and does not actually, occupy and use the Premises or a portion thereof for the operation of its business, and if such problem continues for a period in excess of two (2) consecutive business days, Tenant, as its sole remedy, will be entitled to an abatement for Rent to the extent such Rent is attributable to both the portion of the Premises rendered unfit for use and the period for which it is unfit.

SECTION 11: TENANT'S COVENANTS DURING THE TERM.

Without limiting any other covenant of Tenant under this Lease, Tenant covenants, during the Term and such further time as Tenant occupies any part of the Premises:

11.1 Tenant's Payments. To pay when due (a) all Rent; (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, and (c) all other payments required to be made by Tenant under this Lease.

11.2 Yielding Up. At the expiration or termination of this Lease, to peaceably yield up the Premises, and all alterations and additions therein, in good order, repair and condition, reasonable wear and tear, casualty and condemnation only excepted. Prior to yielding up the Premises, Tenant shall remove all goods and effects of Tenant and all of Tenant's Trade Fixtures and any Improvements specified pursuant to Section 8.1 and shall repair all damage caused by such removal and shall leave the Premises in broom clean condition.

11.3 Occupancy and Use.

(a) To use and occupy the Premises only for the Permitted Uses;

(b) not to injure or deface the Premises;

(c) not to use or permit any use of the Premises which will (i) make voidable the insurance covering the Premise, or (ii) increase the premiums for any insurance on the Premises (Tenant hereby agreeing that if such premiums are increased due to Tenant's use of the Premises, Tenant shall reimburse Landlord for the costs of all such increased insurance premiums and all such amounts will constitute Additional Rent and will accrue immediately) or (iii) require any alteration or addition to the Premises;

(d) not to dump, flush, or in any way introduce any hazardous substance or any other toxic substances into the septic, sewage, or other waste disposal system serving the Premises; not to generate, store or dispose of hazardous substances in or on the Premises without first submitting to Landlord a list of all such hazardous substances and all permits required therefor and thereafter providing to Landlord on an annual basis Tenant's certification that all such permits have been renewed with copies of such renewed permits) or dispose of hazardous substances from the Premises to any other location without the prior written consent of Landlord and then only in compliance with the Resource Conservation and Recovery Act of 1976, as amended 42 U.S.C. § 6901 et seq., the Massachusetts Hazardous Waste Management Act, G.L. c. 21C, as amended, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, as amended, and all other applicable laws, ordinances, and regulations;

(e) If the transportation, storage, use or disposal of hazardous substances anywhere on the Premises in connection with Tenant's use of the Premises results in (i) contamination of the soil or surface or ground water or (ii) loss or damage to person(s) or property, then Tenant agrees (1) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (2) after consultation with and approval by Landlord, to clean up all contamination in full compliance with all applicable statutes, regulations and standards, and (3) to indemnify, defend, and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage, Tenant hereby agreeing that this provision shall survive the termination of this Lease and that no consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment, or other compliance with applicable law for and with respect to the foregoing and that it is the specific intent and purpose hereof to ensure that Tenant takes no actions on or at the Premises that would result in either the Premises or Tenant's activities therein failing to comply with any applicable governmental orders or regulations. ("hazardous substances" shall have the meaning as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 and regulations adopted pursuant to said Act);

(f) to notify Landlord of any incident which would require filing of a notice under applicable federal, state, or local law; and

(g) without limiting its obligations pursuant to Sections 7 or 8,

(i) to conduct its operations under this Lease in strict compliance with, and not to permit any use or activity contrary to, the laws of the United States (including, without limitation, Title III of the Americans with Disabilities Act if applicable to Tenant's use of the Premises), the laws of The Commonwealth of Massachusetts and the ordinances, standards, rules, and requirements, if any, established by the City of Melrose or any other state or municipal agency having jurisdiction; (ii) to comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health and other codes, regulations, ordinances or laws applicable to the Premises and not to be contrary to any codes or standards from time to time established by the National Fire Protection Association (or any successor organization), (iii) to make, at its sole cost and expense, all Improvements to the Premises required by such codes, regulations, ordinances, or laws as a result of Tenant's use of the Premises, and to keep the Premises equipped with all safety appliances so required (Landlord may, if it so elects, make any of the Improvements referred to in this section that affect the Building structure or the Building systems, and Tenant shall reimburse Landlord for the cost thereof on demand, such amounts constituting Additional Rent); at Tenant's sole cost and expense, to procure and pay for all licenses, certificates, and permits necessary for the conduct of its operations hereunder and its occupancy of the Premises (including, without limitation, payment for any Improvements of any nature which are necessary in order to obtain and maintain all such licenses, certificates, and permits);

11.4 To:

(a) maintain the Premises in a clean, orderly and sanitary condition; and

(b) keep Tenant's designated parking spaces and access to and from the Premises free and clear of ice and snow.

11.5 To not:

(a) permit accumulations of garbage, trash, rubbish or other refuse within or without the Premises;

(b) commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Premises.

11.6 Rules and Regulations. To comply with rules and regulations, as may be reasonably promulgated in good faith and in writing from time to time by Landlord, for the care and use of the Premises and their facilities and approaches and provided such rules and regulations do not unreasonably interfere with the Tenant's use and enjoyment of the Premises or impose any unreasonable additional costs on Tenant and are not applied or enforced in a discriminatory manner.

11.7 Landlord's Right of Entry. To permit Landlord and Landlord's agents, contractors, and employees entry: (a) upon reasonable notice (except no notice is required in the event of any emergency), and at reasonable times, to make repairs, alternations or substitutions for the protection and maintenance of the Premises or any part thereof; (ii) to examine the

Premises upon reasonable notice (except no notice is required in the event of any emergency), at reasonable times in the company of a Tenant representative; (iii) upon not less than five (5) calendar days' prior notice, to remove, at Tenant's expense, any Improvements, signs, shades, awnings, aerials, flagpoles, or the like required to be approved by and not approved by Landlord; and (iv) to show the Premises to prospective tenants during the six (6) months preceding the expiration of the Term and to any prospective mortgagees at all reasonable times upon written notice to Tenant.

11.8 Tenant's Property. All the furnishings, fixtures, furniture, equipment, inventory, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which may be on the Premises during the Term of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, as well as all property that may be brought to the Premises by Tenant ("Tenant's Property"), will remain the personal property of Tenant or such other person and will be at the sole risk and hazard of Tenant, and if the whole or any part thereof is destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause or in any other way or manner, no part of said loss or damage is to be charged to or to be borne by Landlord in any case whatsoever unless and to the extent, subject to the provisions of Section 14.19 hereof, due to the gross negligence of Landlord, its employees, agents, contractors or other representatives.

11.9 Security. To provide, at all times and under all circumstances during the Term of this Lease, adequate security to the Premises and its own personnel.

11.10 Labor or Materials Liens. To pay promptly when due the entire cost of any work done on the Premises by Tenant, its agents, employees, or independent contractors, unless Tenant is disputing such items in good faith; not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises; and to discharge or bond off any such liens which may so attach within thirty (30) calendar days of notice of the same.

11.11 Holdover. To vacate the Premises immediately upon the expiration or sooner termination of this Lease. If Tenant retains possession of the Premises or any part thereof after the expiration or termination of the Term without Landlord's express prior written consent, Tenant shall pay Landlord Annual Base Rent at double the monthly rate specified in Section 3.1 for the time Tenant thus remains in possession and, in addition thereto, shall pay Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Section 11.11 do not exclude or be deemed to constitute a waiver of Landlord's rights of re-entry or any other right hereunder, including, without limitation, the right to refuse double the monthly Annual Base Rent and instead to remove Tenant through summary proceedings for holding over beyond the expiration of the Term of this Lease. Such holding over shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only.

11.12 Signs. Not to erect any signs visible from the exterior of the Building, excepting the existing sign(s) which have already been approved by Landlord, or in any way alter the exterior of the Premises without Landlord's prior written consent. Tenant agrees to remove signage on religious holidays and during summer months when Tenant's school is not in operation.

11.13 No Transfers. Not to assign, sublet, underlet, mortgage, pledge or encumber all or any part of the Lease or any of Tenant's rights or obligations hereunder.

11.14 Indemnity.

(a) Except to the extent arising from the gross negligence or willful misconduct of Landlord or its agents or employees, to defend, with counsel approved by Landlord, all actions against Landlord, any trustee, manager, member, beneficiary, agent, employee, representative or any other affiliate of Landlord (collectively, "Indemnified Parties"), and to pay, protect, indemnify and save harmless all Indemnified Parties from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature owed to or asserted by any third party arising from or related to (a) injury to or death of any person, or damage to or loss of property, occurring in or on the Premises or connected with the use, condition, or occupancy of any thereof, unless caused by the negligence of Landlord or its servants or agents; (b) violation of any of the provisions of this Lease by Tenant; (c) any act, fault, omission, or other misconduct of Tenant or its agents, employees, representatives, contractors, licensees, invitees, assignees or sublessees; (d) any violation of any federal, state, or local statute, ordinance, or bylaw, including, without limiting the generality of the foregoing, any violation of Title III of the Americans with Disabilities Act arising from or related to this Lease; (e) any charges assessed under state, local, and federal statutes and ordinances governing the use, occupancy, or both, of the Premises; or (f) Tenant's use and occupancy of the Premises.

(b) To indemnify Landlord for all costs and expenses incurred in connection with the reasonable enforcement of the terms and provisions of this Lease.

This Section 11.14 will survive expiration or earlier termination of this Lease.

SECTION 12: DAMAGE; DESTRUCTION; CONDEMNATION

12.1 Fire or other casualty.

(a) Subject to the provisions of Section 12.1(b) hereof, in the event during the Term hereof any portion of the Premises shall be partially damaged (as distinguished from "Substantially Damaged" as such term is hereinafter defined) by fire, explosion, casualty or any other occurrence covered or as may be required to be covered by Landlord's insurance as herein provided; Landlord shall forthwith proceed to repair such damage and restore the Premises (or provide, if possible, alternative parking spaces) but exclusive of Tenant's Property and leasehold improvements installed by Tenant, to substantially its condition at the time of such fire, explosion, casualty or occurrence. Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control.

(b) In the event of a casualty which renders the Premises unfit for use or occupancy by Tenant, then Landlord will make a determination in its reasonable judgment as to whether or not Landlord, using its commercially reasonable efforts, and proceeding diligently, can repair or restore the Premises (exclusive of Tenant's Property and leasehold improvements installed by Tenant) to their condition prior to said casualty within a period of ninety (90) days from the date of such casualty. Within thirty (30) days of any such casualty, Landlord shall provide Tenant notice of its intent to repair or restore the Premises to their condition prior to such casualty within such 90-day period. If, however, Landlord, exercising its reasonable judgment, determines that said repair or restoration cannot be completed within a period of ninety (90) days from the date of such casualty (in which case the Premises shall be deemed to be "Substantially Damaged"), then either Landlord or Tenant, upon ten (10) calendar days' prior notice, may terminate this Lease without further obligation on either party's part, except for the return of any pre-paid Rent, pro-rated to the time of the casualty. If this Lease is not terminated pursuant to the terms of this Section 12.1(b), then Landlord shall perform such repairs set forth in Section 12.1(c) hereof and Tenant shall perform such repairs as set forth in Section 12.1(d) hereof and the Term shall continue without interruption and this Lease shall remain in full force and effect, except as otherwise expressly provided herein.

(c) If this Lease is not terminated pursuant to the terms of Section 12.1(b) hereof and if Tenant is not then in default of any of its obligations under this Lease beyond any applicable notice and cure period provided for herein, Landlord shall, provided there are insurance proceeds available for restoration, reconstruct the Premises using such insurance proceeds only (it being understood by Tenant that Landlord shall not be responsible for any reconstruction of leasehold improvements constructed by Tenant, which reconstruction is the sole responsibility of Tenant) to substantially its condition at the time of such damage, but Landlord shall not be responsible for any delays which may result from any cause beyond Landlord's reasonable control. In the event the repairs and restoration are not completed within said period of ninety (90) days from the date of such casualty, then, at any time thereafter, Tenant may terminate the Lease at its sole election.

(d) If this Lease is not terminated as provided in Section 12.1(b) hereof, Tenant shall, at its own cost and expense, repair and restore leasehold improvements constructed by Tenant in the Premises in accordance with the provisions of this Section 12, including, but not limited to, the repairing or replacement of its merchandise, Trade Fixtures, furnishings and equipment in a manner and to at least a condition equal to that prior to its damage or destruction. Tenant agrees to commence the performance of its work when notified by Landlord that the work to be performed by Tenant can, in accordance with good construction practices, then be commenced and Tenant shall complete such work as promptly thereafter as is practicable, but in no even more than ninety (90) days thereafter except for causes beyond the Tenant's reasonable control, including governmental permitting.

(e) All proceeds payable from Landlord's insurance policies with respect to the Premises shall belong to and shall be payable to Landlord. If this Lease is not terminated as provided in Section 12.1(b) hereof, Landlord shall disburse and apply so much of any insurance recovery as shall be necessary against the cost to Landlord of restoration and reconstruction of the Premises referred to in Section 12.1(c) hereof, subject to the rights of any holder of any mortgage liens against the Premises.

(f) In the event that the provisions of Section 12.1(a) or Section 12.1(b) shall become applicable, the Annual Base Rent and Additional Rent will be abated or reduced proportionately during any period in which Tenant may be required to discontinue in whole or in part its business on the Premises, and such abatement or reduction will continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work of restoration or reconstruction as Landlord is obligated to do hereunder (exclusive of any of Tenant's fixtures, furnishings, equipment and the like or work performed therein by Tenant and the prompt completion of any required Tenant leasehold improvements).

12.2 Eminent Domain.

(a) If after the execution and before termination of this Lease, access to the Premises shall be materially reduced as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, or more than ten percent (10%) of the Premises is so taken or conveyed or such lesser amount, if such taking or conveyance otherwise materially interferes with the Tenant's use and enjoyment of the Premises, then, at the election of Tenant, the Lease shall terminate as of the day possession shall be taken by such authority, and Tenant shall pay Rent up to that date, with a pro-rata refund by Landlord of such Rent as will have been paid in advance for a period subsequent to the date of the taking of possession.

(b) If after the execution and before termination of this Lease, as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, access to the Premises is not materially reduced or if less than ten percent (10%) of the Premises is taken or conveyed, or if such taking does not otherwise materially interfere with Tenant's use and enjoyment of the Premises, then, at the election of Tenant, this Lease will terminate only as respects the portions so taken or conveyed, as of the day possession is taken, and Tenant shall pay Rent up to that day, with an appropriate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to the date of the taking of possession, and thereafter the Annual Base Rent will be equitably adjusted. Pending agreement of such Rent adjustment, Tenant agrees to pay to Landlord the Annual Base Rent in effect immediately prior to the taking by eminent domain, reduced pro-rata by the square footage taken. Landlord shall, at its expense, make all necessary repairs or alterations so as to reconstitute the remaining portion of the Premises a complete architectural unit and in substantially the same conditions as prior to the taking.

(c) If after the execution and before termination of this Lease, as a direct result of a taking by eminent domain or in the event of conveyance in lieu thereof, access to the Premises is materially reduced or more than ten percent (10%) of the Premises is taken or conveyed (or if Tenant otherwise has the right to terminate this Lease pursuant to Section 12.2(a)) and Tenant has not elected to terminate, the Term will cease only as respects the part so taken or conveyed, from the day possession is taken, and Tenant shall pay Rent to that date with an appropriate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to the date of the taking of possession, but Landlord will have the right to terminate this Lease upon notice to Tenant in writing within thirty (30) calendar days after such taking of possession. If Landlord does not elect to terminate the Lease, all of the terms herein provided shall continue in effect except that the Annual Base Rent and Additional Rent will be equitably adjusted, and Landlord shall make all necessary repairs or alterations so as to constitute the remaining portion of the Premises a complete architectural unit and in substantially the same condition as prior to the taking.

(d) All compensation awarded for any such taking or conveyance, whether for the whole or a part of the Premises, except as expressly provided below, will be awarded to Landlord. Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation except as provided below. Notwithstanding any of the foregoing, the Tenant will be entitled to seek a separate award for Tenant's leasehold improvements, leasehold interest, Trade Fixtures, relocation expenses and any other claim permitted by law. In the event of any taking of the Premises or any part thereof for temporary use, this Lease will be and remain unaffected thereby and Annual Base Rent and Additional Rent will be equitably adjusted.

SECTION 13: DEFAULT

13.1 Events of Default. If any default in the payment of Annual Base Rent, Additional Rent or any other monetary obligation due to Landlord by Tenant (a "Monetary Default") is not cured within fourteen (14) calendar days of written notice of such Monetary Default from Landlord to Tenant, *provided, however*, Landlord shall not be required to give more than two (2) such written notices during any twelve (12) month period, in which case Landlord may exercise its remedies under this Section 13 immediately upon any such Monetary Default; or if any other default under the terms hereof continues for more than thirty (30) calendar days following written notice thereof from Landlord to Tenant plus such additional time, if any, as is reasonably necessary to cure the default if the default is of such a nature that it can be cured but cannot reasonably be cured in thirty (30) calendar days and Tenant is diligently and continuously endeavoring to cure such default; or if Tenant files a petition under any chapter of the U.S. Bankruptcy Code, 11 U.S.C. 101 et seq., as it may be amended, or if any such petition is filed against Tenant and is not dismissed within ninety (90) calendar days; or if Tenant commences any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment or trust mortgage for benefit of creditors; or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property of Tenant and such appointment as ordered is not dismissed within ninety (90) calendar days; or if the leasehold hereby created is taken on execution or other process of law in any action against Tenant; then, and in any such case, Landlord and the agents and servants of Landlord may, in addition to and not in derogation of any remedies for any preceding breach of covenant, immediately or at any time thereafter while such default continues and without further notice, at Landlord's election, do any one or more of the following: (1) give Tenant written notice stating that the Lease is terminated, effective fourteen (14) calendar days after the giving of such notice or upon a date stated in such notice, as Landlord may elect, in which event the Lease shall be irrevocably terminated as stated in such notice without any further action, or (2) with an execution for possession issued by a court of competent jurisdiction, enter and repossess the Premises as of Landlord's former estate, and expel Tenant and those claiming through or under Tenant, and remove its and their effects, without being guilty of trespass, in which event the Lease shall be irrevocably terminated at the time of such entry, or (3) pursue any other rights or remedies permitted by law. Any such termination of the Lease will be without prejudice to any remedies which might otherwise be used for arrears of Rent or prior breach of covenant, and, in the event of such termination, Tenant shall remain liable under this Lease as hereinafter provided. In any such event, Tenant hereby waives all statutory rights (including, without limitation, rights of redemption, if any) to the extent such rights may be lawfully waived, and Landlord, without notice to Tenant, may store Tenant's effects and those of any person claiming through or under Tenant at the expense and risk of Tenant and, if Landlord so elects, after not less than thirty (30) calendar days' written notice without Tenant's having removed its property from the Premises, may sell such effects at public auction or private sale and apply the net proceeds thereof to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance, if any, to Tenant.

13.2 Tenant's Obligations after Termination. In the event that this Lease is terminated under any of the provisions contained in Section 13.1, Tenant shall pay forthwith to Landlord, as compensation, the excess of the total Rent reserved for the residue of the Term over the fair market rental value of the Premises for the residue of the Term. In calculating the Rent reserved there shall be included, in addition to the Annual Base Rent and Additional Rent, the value of all other considerations agreed to be paid or performed by Tenant during the residue of the Term. As additional and cumulative obligations after any such termination, Tenant shall also pay punctually to Landlord all the sums and shall perform all the obligations that Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Tenant shall be credited with any amount paid to Landlord pursuant to the first sentence of this Section 13.2 and also with the net proceeds of any Rent obtained by Landlord by re-letting the Premises, after deducting all Landlord's reasonable expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services, and expenses of preparing the Premises for such re-letting, it being agreed by Tenant that Landlord may (i) re-let the Premises or any part or parts thereof for a term or terms that may, at Landlord's option, be equal to or less than or exceed the period that would otherwise have constituted the balance of the Term hereof and may grant such concessions and free rent as Landlord in its reasonable judgment considers advisable or necessary to re-let the same and (ii) make such alterations, repairs, and decorations in the Premises as Landlord in its reasonable judgment considers advisable or necessary to re-let the same, and no action of Landlord in accordance with the foregoing or failure to re-let or to collect rent under re-letting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

13.3 Nothing contained in this Lease will limit or prejudice the right of Landlord to prove and obtain, in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to above.

13.4 Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord has failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying Landlord's defaulted obligation.

SECTION 14: MISCELLANEOUS

14.1 Notices from One Party to the Other. All notices required or permitted hereunder must be addressed to the respective addresses of Landlord and Tenant indicated in Section 1 hereof and must be sent by certified or registered mail, return receipt requested or by a national overnight carrier, with copies in each instance as follows:

With respect to Landlord:

Archdiocese of Boston
66 Brooks Drive
Braintree, Massachusetts 02184
Attn: Chancellor

Archdiocese of Boston
66 Brooks Drive
Braintree, Massachusetts 02184
Attn: General Counsel

With a copy to:

St. Mary of the Annunciation Parish
46 Myrtle Street
Melrose, Massachusetts 02176
Attn: Pastor/Administrator

With respect to Tenant:

City of Melrose
562 Main Street
Melrose, Massachusetts 02176
Attn: Office of the Mayor

All notices will be deemed received on the day immediately following the day on which such notice is deposited with the U.S. Postal Service or national overnight carrier, as applicable.

14.2 Bind and Inure. This Lease is binding upon and inures to the benefit of the parties hereto and their respective authorized successors and assigns, except that Landlord named herein and each successive owner of the Premises will be liable only for the obligations accruing during the period of its ownership. No officer, trustee, manager, member, beneficiary, employee or any other affiliate of Landlord will be personally liable or subject to levy, execution or other enforcement procedure against their personal assets for the satisfaction of the remedies of Tenant against Landlord. The reference herein to authorized successors and assigns of Tenant is not intended to constitute consent to assignment from Landlord to Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as permitted by the provisions of this Lease.

14.3 No Waiver, Etc. The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease, or, with respect to such failure of Landlord, any of the rules and regulations referred to in Section 11.6 hereof, whether heretofore or hereafter adopted by Landlord, shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Annual Base Rent or Additional Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver is in writing and signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty will be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

14.4 No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease or at law or in equity.

14.5 Cumulative Remedies. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means or redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord may seek injunctive relief regarding any attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions. Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy any of its obligations (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

14.6 Landlord's Right to Cure. If Tenant defaults at any time in the performance of any obligation under this Lease beyond the applicable notice and grace period or cure period, if any, then, if Tenant has failed to cure or to have commenced to cure such default within five (5) calendar days following an additional written notice to Tenant (but in cases of emergency, no notice will be required), Landlord will have the right, but not the obligation, to enter upon the Premises, if necessary, and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the Default Rate and all necessary and reasonable incidental costs and expenses in connection with the performance of any such act by Landlord) shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

14.7 Estoppel Certificate. Tenant agrees, from time to time, upon not less than thirty (30) calendar days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Annual Base Rent and Additional Rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been modifications, or if there are any defenses, offsets, counterclaims, or defaults, setting them forth in reasonable detail); and the dates to which the Annual Base Rent, Additional Rent and other charges have been paid. Any such statement delivered pursuant to this Section 14.7 shall be in a form reasonably acceptable to and may be relied upon by a prospective purchaser or mortgagee of the Premises or any prospective assignee of any such mortgagee.

14.8 Acts of God. In any case where either party hereto is required to do any act and delays are caused by or result from causes beyond such party's reasonable control, these delays will not be counted in determining the time during which the work or cure must be completed, whether such time be designated by a fixed date, fixed time or a "reasonable time" and such time will be deemed to be extended by the period of such delay.

14.9 Submission Not an Offer. The submission of a draft of this Lease or a summary of some or all of its provisions does not constitute an offer to lease or demise the Premises, it being understood and agreed that neither Landlord nor Tenant will be legally bound with respect to the leasing of the Premises unless and until this Lease has been executed by both Landlord and Tenant and a fully executed copy has been delivered to each of them.

14.10 Service of Process; Jury Trial Waiver.

(a) TENANT AND LANDLORD EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS LEASE OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS LEASE OR ANY AGREEMENT OR TRANSACTION RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. TENANT AND LANDLORD EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT TENANT OR LANDLORD MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS LEASE WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(b) Tenant and Landlord each hereby consents to the service of process in the manner provided for notices under this Lease.

14.11 Severability. If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances is declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Lease and their application to persons or circumstances will not be affected thereby and will continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision, there will be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties. Notwithstanding the previous sentence, it is expressly understood and agreed by Landlord and Tenant that if Section 7.2 is severed, found invalid or unenforceable for any reason, this Lease Agreement will terminate upon written notice from Landlord, such termination to become immediately effective upon Landlord giving notice thereof.

14.12 Integration. This Lease supersedes all prior oral or written agreements or understanding concerning the terms hereof and constitutes and represents the complete and final agreement between the parties hereto.

14.13 Headings. The titles of the several Sections contained herein are for convenience only and must not be considered in construing this Lease.

14.14 Unless repugnant to the context, the words "Landlord" and "Tenant" appearing in this Lease shall be construed to mean those named above and their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them, respectively.

14.15 Amendments. This Lease may be amended and the provisions hereof may be waived or modified, only by instruments in writing executed by Landlord and Tenant.

14.16 Authority of Tenant. Tenant represents and warrants to Landlord (which representations and warranties shall survive the delivery of this Lease) that: (a) Tenant has the power to execute and deliver and perform its obligations under this Lease; and (b) (i) the execution, delivery, and performance by Tenant of its obligations under this Lease have been duly authorized, and will not violate the organizational documents of the Tenant or any indenture, agreement or other instrument to which it is a party or by which it is bound; and (ii) the signatory to this Lease is duly authorized to execute this Lease on the Tenant's behalf.

14.17 Authority of Landlord. Landlord represents and warrants to Tenant (which representations and warranties shall survive the delivery of this Lease) that: (a) Landlord (i) is a Corporation Sole, established and maintained as a religious corporation pursuant to Chapter 506 of the Massachusetts Acts of 1897, (ii) has the power and authority to carry on businesses now being conducted and is qualified to do business in Massachusetts, and (iii) has the power to execute and deliver and perform its obligations under this Lease; and (b) the execution, delivery and performance by Landlord of its obligations under this Lease have been duly authorized by all requisite organizational action and will not violate the organizational documents of Landlord or any indenture, agreement, or other instrument to which it is a party or by which it is bound.

14.18 Brokers. Landlord and Tenant warrant and represent that, they have not dealt with any broker or agent in connection with this transaction.

14.19 Mutual Waiver of Claims. Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage from responsible insurance companies doing business in The Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their insurance companies will have no right of subrogation against the other on account thereof. In the event that an additional premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement will cease for such period of time as such waiver will be effective, but nothing contained in this Section will be deemed to modify or otherwise affect any releases elsewhere contained in this Lease. Notwithstanding the forgoing, each party reserves any rights with respect to any excess of loss or injury over the amount recovered by such insurance.

14.20 Counterparts. This Lease may be executed in any number of counterparts, but all of such counterparts will together constitute but one and the same agreement. In making proof of this Lease, it will not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Lease by facsimile or other electronic method of transmission will have the same force and effect as delivery of an original executed counterpart of this Lease.

14.21 Limitation on Damages. Neither Landlord nor Tenant will be liable to the other for any consequential damages, including, without limitation, any so-called “lost profits”. Nor shall Landlord be liable to Tenant for any reason for any losses resulting from any computer or electronics failures, including, without limitation, any losses or damages suffered in connection with a loss of data.

14.22 Enforcement Expenses. Unless prohibited by applicable law, Tenant agrees to pay to Landlord the amount of all fees and expenses (including, without limitation, attorneys' fees and costs) incurred by Landlord arising out of or resulting from any act or omission by Tenant with respect to this Lease or the Premises, including, without limitation, any breach by Tenant of its obligations hereunder, irrespective of whether Landlord resorts to litigation as a result thereof.

14.23 Interpretation. Unless indicated otherwise, the term “or” in this document is used in the inclusive sense.

14.24 Survival. In addition to those provisions specifically noted as surviving termination of this Lease, the following provisions will survive termination of this Lease: this Section 14.24 (Survival), Section 11.11 (Holdover), and Section 14.1 (Notices). In addition, if the Lease is terminated because of a breach of the Lease by the non-terminating party, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as an instrument under seal and delivered as of the day and year first above written.

ROMAN CATHOLIC ARCHBISHOP OF BOSTON, A CORPORATION SOLE, as Landlord

By: ____________________________________
John Straub, Chancellor / Assistant Clerk

CITY OF MELROSE, as Tenant

By: _________________________________

Title: _________________________________

From: Sarah Thain

Sent: Thursday, July 16, 2026 1:32 PM

To: City Council <CityCouncil@cityofmelrose.org>

Cc: Mayor Grigoraitis <jgrigoraitis@cityofmelrose.org>

Subject: Request to support downtown businesses

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Dear Members of the Melrose City Council, I have recently learned that the lease agreement between the City of Melrose and the Archdiocese of Boston for the parking area located behind my business is up for renewal. I have owned a business at 444B Main

Warning: Unusual sender <klippingssalon@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Dear Members of the Melrose City Council,

I have recently learned that the lease agreement between the City of Melrose and the Archdiocese of Boston for the parking area located behind my business is up for renewal.

I have owned a business at 444B Main St. for 26 years and have depended on this parking lot for my business’s success. These spaces are essential to local businesses and help keep Main Street a vibrant town center—one that many nearby communities admire. Many of our clients come from surrounding towns for our services and often visit other businesses in the area during the same trip. Without accessible parking, they will go elsewhere.

While I can appreciate that the city is trying to address budget constraints, I would urge the council to approve the revised lease. This parking lot brings business into our city and is a valuable financial asset.

If additional financial support to cover the increase would help make the lease renewal possible, I would be willing to contribute toward that effort.

Please consider the broader impact this will have on our businesses, our employees, and the long-term health and vitality of our downtown.

Thank you for your time, your service to our community, and your thoughtful consideration of this important matter.

Sincerely,

Sarah Milliner Thain

Klippings Salon

From: [redacted]
To:
Cc:
Subject: A Downtown Business Owner"s Request for Your Support
Date: Monday, July 13, 2026 6:54:14 PM

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To the Members of the Melrose City Council,

I am writing to you as a longtime Melrose business/restaurant owner to express my strong support for approving the revised lease agreement between the City of Melrose and the Archdiocese of Boston for the parking area located behind our business.

These parking spaces are not simply a convenience, they are essential to the survival of our business and many others in the downtown area. The lot is directly adjacent to the main entrance of our restaurant and serves as the primary parking area for our customers. Within a two block radius, I estimate that 15 to 20 local businesses rely heavily on these same spaces every single day. Without them, many customers would simply choose to dine, shop, or conduct business elsewhere.

I understand that the previous lease expired and that the Archdiocese sought a significant increase in rent. While I appreciate that both parties have worked to negotiate a more reasonable agreement, I respectfully urge the City Council to approve the revised lease. Maintaining this parking lot is critical not only for my business but also for the vitality of our entire downtown business district.

I also want to offer a spirit of partnership. While I cannot speak for every business owner who benefits from these parking spaces, I can say that I would be willing to explore contributing financially if doing so helps bridge the gap and ensures that this lease is finalized. I believe many of us would rather be part of a solution than risk losing such an invaluable asset to our businesses and the community.

Our restaurant has proudly served Melrose for over 10 years. We have always believed in giving back to the community through charitable donations, sponsorships, fundraising events, and support for local organizations. We take great pride in being more than just a business, we strive to be a community partner. We hope to continue supporting Melrose for many years to come, but maintaining accessible parking is a vital part of ensuring that our business remains strong enough to do so.

I respectfully ask that you consider the broader impact this decision will have on the many small businesses that make downtown Melrose a vibrant destination. Approving this lease is an investment in local businesses, local jobs, and the continued success of our downtown.

Thank you for your time, your service to our community, and your thoughtful consideration of this important matter.

Respectfully,

Richard Talieri
Giacomo's Ristorante

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From: [redacted]
To: [redacted]
Cc: [redacted]; [redacted]; [redacted]
Subject: Comments about parking
Date: Wednesday, July 15, 2026 4:02:35 PM
Attachments: Artboard 1 copy.png

Dear City Council,

SDM Foundation is a nonprofit located at 406 Main St. We provide free technology help and education to members of our community, many of whom are older adults. Our services are free.

The loss of the St. Mary's parking spaces in the Larrabee parking area would have a significant adverse impact on both our organization and the people we serve. Many of our clients are unable to walk to our shop from their homes. Even now, there are days when finding parking near our office is challenging, creating an additional barrier for those seeking our services. Reducing the number of available parking spaces would only worsen this problem.

We would like to encourage you to approve the proposed lease. We understand that there may be changes to the parking in the future but this would, at the very least, allow the city to plan and minimize the impact. Although it is unfortunate that the cost of the lease has increased substantially, we believe the continued availability of these parking spaces is essential at this time and justifies moving forward with the agreement. .

Thank you for considering our opinion in this matter.

Kristin Thorp and Sara Murray

SDM Foundation
406 Main St
Melrose MA 02176

[redacted]

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From: [redacted]
To:
Cc:
Subject: Fwd: Parking lot lease
Date: Thursday, July 16, 2026 12:26:53 PM

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Begin forwarded message:

From: [redacted]
Date: July 16, 2026 at 12:24:29 PM EDT
To: [redacted]
Subject: Fwd: Parking lot lease

============ Forwarded message ============
From: Patti Boni [redacted]>
To : <[redacted]>,,
<[redacted]>
Date: Thu, 16 Jul 2026 09:11:43 -0700
Subject: Parking lot lease
============ Forwarded message ============

Hello, I have just been made aware of the issue of the lease for the parking lot in back of my business.
I have owned Cuts& such hair salon for 44 years. Parking is an extremely important issue for businesses to be successful in this area. If you take away 53 parking spots, it is going to be a serious damaging problem for my business and my neighbors all around the downtown Melrose Square. It will overflow all the other lots, which are already busy all the time. My employees and customers depend on good parking within a reasonable amount of walk to Main Street. If that is taken away, especially in the winter months, you are going to cripple the downtown businesses. It’s a very serious situation, and I support my neighbor Richie Talieri owner of Giacomo’s restaurant in

his effort to bring this to your attention.Please vote to keep this lease.
Sincerely,
Patti Boni
Cuts&Such

From: [redacted]
[redacted]
Subject: Municipal Parking Lot
Date: Thursday, July 16, 2026 1:01:41 PM
Attachments: [redacted]

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Members of the Melrose City Council: As an employee at Eastern Bank, like all my colleagues at Eastern Bank, I have a City of Melrose issued parking sticker for the municipal parking lot. As employees we are encouraged to park in the lot behind the VFW down Larrabee Place to allow our customers to access the spaces behind the bank, in the municipal lot off Grove Street. Obviously if we cannot use the lot it will add to the congestion in the Grove St lot. Attached please see the letter from Richard Talleri of Giacomo's that I'm sure most downtown businesses support. Please vote Yes to support the new lease and maintain the current parking situation. Thank you for your consideration.

Peter LeSaffre
Service Associate
[redacted]
Eastern Bank
Eastern Bankshares, Inc, (NASDAQ: EBC)
781-598-7997 – Fax 781-665-9077
441 Main St Melrose, MA 02176

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From: [redacted]
To: [redacted]
Subject: Parking - archdiocese lot
Date: Monday, July 13, 2026 8:35:30 PM

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Hi council members,

As a constituent of the city of Melrose, I urge you to vote in favor of a one year extension of the parking lot lease.

Then please use the next year to realistically figure out a way to keep those parking spaces.

As someone who uses that lot regularly, and routinely can’t find a spot, it would be a huge loss for the residents of Melrose and the surrounding businesses.

Thank you!
Meghan Walsh
Sent from my iPhone

From: [redacted]
To: [redacted]
Subject: Parking Spaces
Date: Saturday, July 11, 2026 9:02:03 AM

Good morning Councillors,

I saw the post on FaceBook about the parking spaces St. Mary's leases to the City and wanted to send along my endorsement to sign the one year lease.

As many pointed out in the comments section, those spaces are valuable to the businesses and economic growth in our downtown area. Our downtown area attracts residents and out of towners to spend money which we all know is good for our community in many ways. Businesses flourish and help our youth sports and programs, they have charity events to help local non-profits, the taxes they generate help pay for city services which then attract new buyers to Melrose, and so on.

I have not researched current market value for parking spaces but I think it's common knowledge that parking is valuable whether it's in downtown Melrose, the MBTA, or in downtown Boston. It seems fair that the cost would rise, and as has been the case over the last several years, everything has gone up from food to real estate to rent.

The terms of the contract seem to be a source of concern, specifically that DPW services the spots. That's just a term of the contract. You either do the work using DPW or the landlord hires a private company and that cost gets passed on, as with any rental. The city needs to do due diligence to determine what's cheaper. This is a nornal part of business.

I think the city either needs to keep leasing these spaces or come up with something to replace the spots. Whatever that looks like we can't lose parking downtown.

Thank you for taking the time to read this.

Respectfully,
Shannon Stamegna

From: [redacted]
To: [redacted]
Subject: Parking
Date: Saturday, July 11, 2026 7:13:08 AM

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Hi

I'm writing to strongly encourage the council to extend the lease on the parking spaces behind giacomo's. The city is pressed for parking downtown, and it will get worse… especially with all the ridiculous construction going on. Please do not get rid of these spaces!

Thanks

From: [redacted]
To: [redacted]
Cc: [redacted]; [redacted]
Subject: Request for Support – Renewal of Lease for St. Mary's Parking Spots
Date: Thursday, July 16, 2026 10:34:25 AM
Importance: High

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Good morning,

We are writing to respectfully request your support in renewing the lease with St. Mary's for the 53 parking spots currently available. These spaces are vital—not only to the success of neighboring businesses but also to the well-being and accessibility of our community.

Adequate parking is a cornerstone of Melrose's economic vitality, helping local shops, restaurants, and services thrive while ensuring residents and visitors can easily enjoy all our city has to offer.

Thank you for your time, consideration, and commitment to supporting our community's needs.

Kristin Thorp, Chamber Board President

Gail Infurna, Government Affairs Committee Chair

Stephanie Nelson, Executive Director

Stephanie Nelson
Executive Director
Melrose Chamber of Commerce
[redacted]
781-665-3033
www.melrosechamber.org

The Chamber CONNECTS.... Join today!

CHECK OUT OUR UPCOMING EVENTS!

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From: [redacted]
To: [redacted]
Cc: [redacted]
Subject: Request to support downtown businesses
Date: Thursday, July 16, 2026 1:32:46 PM

Dear Members of the Melrose City Council,

I have recently learned that the lease agreement between the City of Melrose and the Archdiocese of Boston for the parking area located behind my business is up for renewal.

I have owned a business at 444B Main St. for 26 years and have depended on this parking lot for my business's success. These spaces are essential to local businesses and help keep Main Street a vibrant town center—one that many nearby communities admire. Many of our clients come from surrounding towns for our services and often visit other businesses in the area during the same trip. Without accessible parking, they will go elsewhere.

While I can appreciate that the city is trying to address budget constraints, I would urge the council to approve the revised lease. This parking lot brings business into our city and is a valuable financial asset.

If additional financial support to cover the increase would help make the lease renewal possible, I would be willing to contribute toward that effort.

Please consider the broader impact this will have on our businesses, our employees, and the long-term health and vitality of our downtown.

Thank you for your time, your service to our community, and your thoughtful consideration of this important matter.

Sincerely,

Sarah Milliner Thain
444B Main Street
Klippings Salon

From: [redacted]
To: [redacted]
Subject: St Mary’s Parking Lot Lease
Date: Monday, July 13, 2026 12:25:09 PM

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City Councilors,

I ask that you vote to approve the proposal of paying a one year lease for the St Mary’s parking lot and then using the time to review next steps.

Parking in downtown Melrose is already at a premium. Losing these parking spaces would be detrimental to the business owners and customers. Further, as the city continues to approve developments without parking or sufficient parking, the situation will continue to worsen.

If you are truly interested in having a vital and vibrant downtown, pay the lease. It would be irresponsible not to do so. Do not lose these spaces.

Thank you,
Kathy Cotter
Ward One Resident

Sent from my iPhone

From: [redacted]
To: [redacted]
Subject: St Mary's Parking Lot
Date: Wednesday, July 15, 2026 7:46:04 AM

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To all City Councillors,
I'm sending this email as a life long Melrose resident and an active commercial real estate broker, to voice my strong support for the city's lease of the 53-space parking lot from St. Mary's.
Over the past several years I've worked on a number of downtown Melrose leases, including Hannah's Brewing, Molly's Bookstore, Bangkok Bar Shi Thai Tavern, Big Fin Poke, Planted Organic Cafe, Pediatric Health Care Associates, and AP Derm, and I'm currently leasing the new construction commercial space at 12 Essex St. I also sold the former Whittemore Hardware building and the current Eastern Bank building.
Parking availability comes up constantly in these transactions - it's one of the first questions any prospective tenant or investor asks, and it directly affects both leasing success and the rents these spaces can support.
Melrose has one of the most successful downtowns in the surrounding area, and that success depends in part on the parking that supports it. This end of downtown would be immediately impacted if those 53 spaces went away.

The city should move forward with this lease.
Based on my experience valuing commercial
property in this market, the proposed rent is well below market value, even accounting for the church's continued use of the lot and the city's maintenance obligations. But beyond the terms of this one-year lease, the bigger priority is what comes next: the moment this lease is signed, the city should immediately begin discussions with St. Mary's toward a long-term solution that secures lasting control of this parcel. A one-year term buys time, but it doesn't protect this end of downtown from the real risk here - permanently losing these spaces.
Thank you for your consideration
Jason Madden
[redacted]

Jason R Madden
Pondfield Commercial Group
441 Main St- Suite 203
Melrose, MA 02176
[redacted]

Sent from my iPhone

From: [redacted]
To: [redacted]
Subject: St. Mary"s Church Lease
Date: Wednesday, July 15, 2026 7:39:16 AM

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External sender <[redacted]>
Make sure you trust this sender before taking any actions.

Good morning Councilors,
I am writing to day to urge you to support the three orders related to authorizing the lease renewal between the City of Melrose and St. Mary’s church.
The potential disruption to residents and business by losing more than 50 parking spaces in the downtown area with little notice is both bad economic and public policy.
I took the time to watch the A&O meeting and found the conversation fascinating. I was particularly heartened by the thoughtful and pragmatic comments made by Councilors Finocchiaro and Park.

As an aside, with so many comments focused on wanting more information about the utilization of parking in the downtown area, I hope the Councilors that voted against the proposal for a parking study last month take a moment to reflect on how shortsighted that vote was.
Regards,
Eric Wildman
[redacted]

CITY OF MELROSE

Auditor's Office

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4110

To: Melrose City Council

From: Kerriann Golden, CFO/City Auditor

Date: June 25, 2026

Re: Appropriation 2026-1509

The current balance in the Contract Stabilization Fund is $580,858.28, if order 2026-1509 is approved for the St. Mary's Parking lease the balance would be $573,858.28.

CITY OF MELROSE **Legal Department**

Shannon Phillips
City Solicitor
Sphillips@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4184

July 14, 2026

Via electronic mail

Melrose City Council
562 Main Street
Melrose, MA 02176

Re: **Order ID #s 2026-1508** *(St. Mary's Parking Lot Lease)*
Order ID # 2026-1509 *(Appropriation Request)*
Order ID # 2026-1507 *(Approval of the Draft Written Determination of the Lease Transaction of Parking Lot)*

Dear Honorable Council Members:

Please accept this correspondence as a request to amend the above-referenced orders prior to anticipated final City Council vote on July 20, 2026.

By way of background, these orders all relate to the continued lease of the parking lot owned by the Archdiocese at 41 Myrtle Street in Melrose. These orders are coming before City Council for an anticipated final vote on July 20, 2026, with a recommendation of "ought not to pass" from the Appropriations and Oversight (A&O) Committee.

Following the July 9th A&O meeting where votes were taken rejecting all three orders with a recommendation of "ought not to pass", the City contacted the Archdiocese to let them know of the Committee's votes, that 8 votes were needed on the lease and appropriation for final passage, and that an anticipated final vote would be taken on these Orders on July 20, 2026 by full Council.

In response, the Archdiocese reached out to the City on July 13, 2026, and proposed a new revised *three- year agreement* (attached) with annual rent in year one at $39,000, $41,000 in year two, and $43,000 in year three. These are substantial changes from the one-year agreement at $42,000 voted down by A&O on July 9, 2026. As discussed at the Committee meeting, during negotiations the Archdiocese rejected any proposals made by the City for a three-year lease term for below $54,000 per year. In order to move these negotiations forward, the parties agreed to a one-year lease at $42,000. This new proposal from the Archdiocese, following the Committee vote not to recommend the one-year lease, provides the City with a longer lease term at a lower cost than what was previously agreed to. As such, the mayor is willing to accept these new terms, and the City is appreciative of this more favorable lease agreement from the Archdiocese.

In light of this new proposal, the Mayor is requesting City Council's approval of **Order ID # 2026-1508** in consideration of the attached *revised lease* and its new terms. This revised lease replaces the one previously submitted by the Mayor with this Order that was voted down by A&O. To vote in favor of this

revised lease in Order ID # 2026-1508 a motion can be made in Council "To approve the REVISED lease agreement as submitted on July 14, 2026 relative to the Parking Lot near St. Mary's Church at 41 Myrtle Street in Melrose". Given this change requested by the Mayor to this Order, a "yes" vote by City Council on July 20, 2026, will be an approval of this *revised lease* (not the previous one submitted by the Mayor and rejected by A&O). A "no" vote will prohibit the mayor from entering into a new lease agreement with the Archdiocese for the use of this land for public and municipal parking. As previously discussed, the Council does not have the authority to amend the terms of the agreement; the Council's authority resides in its ability to authorize the mayor to execute the revised lease.

In conjunction with these lease changes, the Mayor is also making an amendment to **Order ID# 2026-1509** (an appropriation relative to the lease agreement) to appropriate $4,000 instead of $7,000. If Council approves the revised lease agreement in Order ID # 2026-1508, it should be taking a vote to also approve Order ID # 2026-1509 as revised by the Mayor in the amount of **$4,000** so the necessary funds can be appropriated to fund the first year of this lease - July 1, 2026 to June 30, 2027 (as part of the FY27 budget process, Council already appropriated $35,000 relative to this lease for FY27 (housed in budget 296 Parking). As previously highlighted by the CFO during the revenue presentation of the budget process, the City funds the parking department budget with funds obtained from parking receipts (parking permits). Given that the lease terms were finalized after the passage of the budget, for FY 27, $4,000 will need to be approved from the Contract Stabilization Fund to cover the difference. For passage of this revised Order, a motion can be made in Council "to approve this Order in the revised amount of $4,000 as amended by the Mayor's request."

Finally, as explained at the A&O committee meeting, and in my previous communication submitted with Order ID # 2026-1507, should City Council vote to approve the above two Orders, Council must also vote on a written determination of the unique location of the property (**Order ID # 2026-1507).** Approving a written determination that can be published in the Central Register, is a requirement under G.L. c. 30B before the Mayor can sign. I have attached a "Revised Proposed written determination…" for your consideration that addresses the newly revised lease terms. To vote in favor of this proposed written determination on July 20th, a motion should be made in Council "to approve the "REVISED" written determination for this Order submitted on July 14, 2026."

Unfortunately, I cannot be present at the City Council meeting on July 20, 2026 as I will be out of state. However, I am happy to discuss any of the above with any Councilors who may have questions or concerns this week prior to next Monday's meeting. Please do not hesitate to contact me directly.

Best Regards,

/s/ Shannon T. Phillips

Shannon Phillips

cc: Mayor Jennifer Grigoraitis (via e-mail)
Kerri Golden, CFO (via e-email)
Tanji Cifuni, City Clerk (via e-mail)

MELROSE CITY COUNCIL ORDER

Written Declaration Regarding the Unique Qualities and Location of the 53 parking spaces located at the St. Mary's Parish Parking Lot at 41 Myrtle Street in Melrose

WHEREAS, the City of Melrose ("City") desires to enter into a new lease with the Archdiocese of Boston for use of the parking lot on their property near St. Mary's Church for the purposes of providing public and municipal parking space near the downtown area;

WHEREAS, this lot provides 53 parking spaces solely for municipal and public parking lot use in very close proximity to area business and Main Street where parking lot is limited;

WHEREAS, the proposed annual lease price for the unrestricted use of these 53 parking spaces as a municipal and public lot is $42,000 for a one-year lease term;

WHEREAS, the City of Melrose has a beneficial interest in this property;

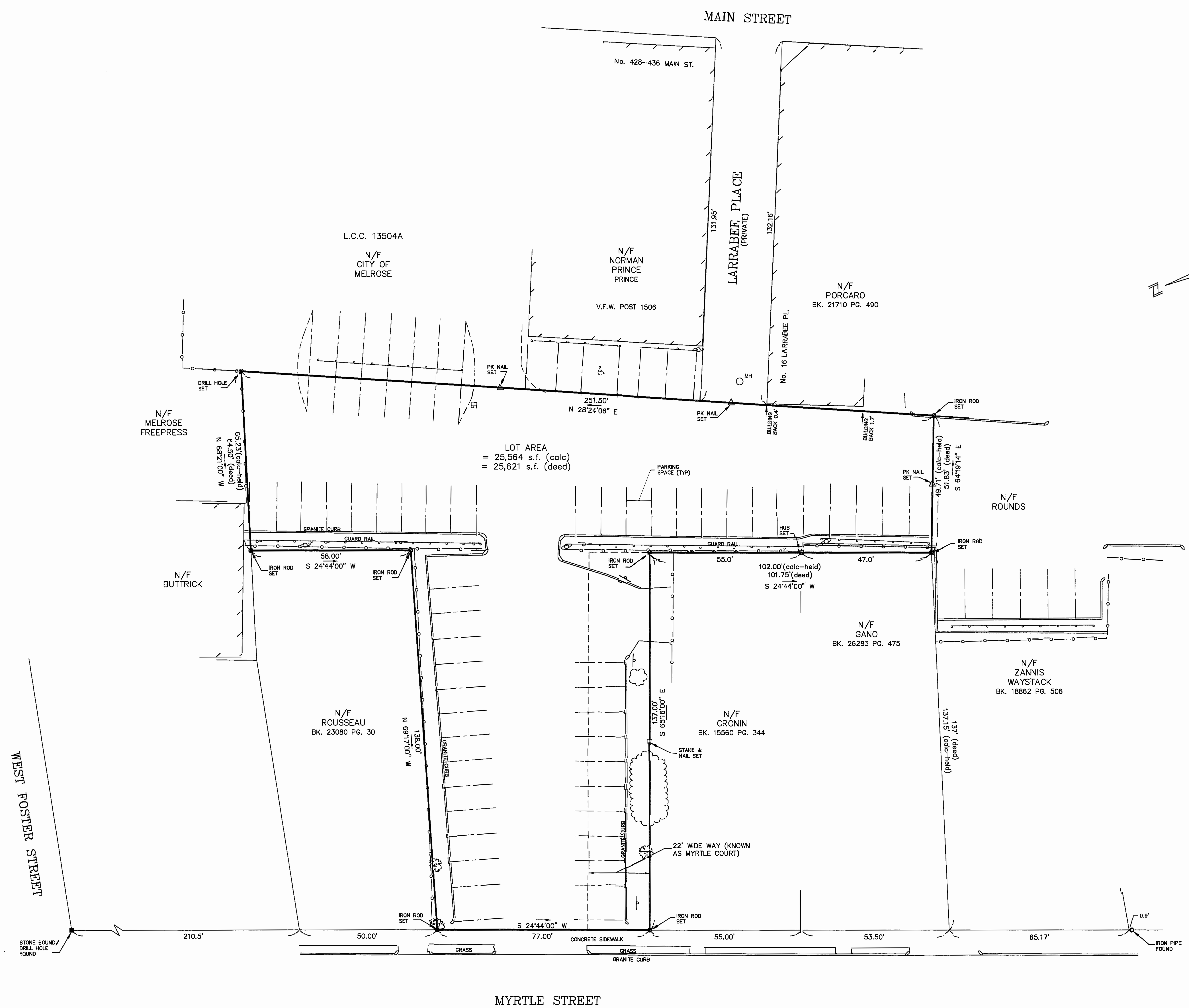
WHEREAS, M.G.L. c. 30B, section 16(e)(2) provides that the City may acquire (including by lease) an interest in real property without issuing a formal Request for Proposals (solicitation of bids) if "the governmental body determines in writing that advertising will not benefit the governmental body's interest because of the unique qualities or location of the property needed" and that such determination must be published in the Central Register not less than 30 days before the City executes a binding agreement; and

WHEREAS, this Order is solely for the purpose of meeting the requirements of M.G.L. c. 30B, section 16(e)(2) and is not for the purpose of appropriating funding for or approving the proposed lease, which will be filed as a separate Order;

NOW THEREFORE, it is **ORDERED** that:

In accordance with the requirements of M.G.L. c. 30B, § 16(e)(2), it is hereby determined that the 53 designated Parking spaces in the St. Mary's Parish parking lot located at 41 Myrtle Street in Melrose, Massachusetts as depicted on Exhibit A, attached herewith, is a real property asset in the City that is unique in its location and qualities in that, among other things the location provides a significant benefit to the City of Melrose by providing a public and municipal parking lot near the downtown area. Parking is in high demand in downtown Melrose. It is hereby determined that advertising will not benefit the City because there is no comparable sized property available within this area for a public municipal parking lot in close proximity to the downtown area; the location of this public parking lot helps significantly reduce pressure on the downtown lots; and the location and number of spaces available for lease provides a significant benefit to local merchants.

EXHIBIT A



TITLE REF: BK. 2319 PG. 62-63
PLAN REF: L.C.C. 18926A
L.C.C. 13540A
L.C.C. 10375A
BK. 10943 PG. END
BK. 7911 PG. 594
PL. BK. 45 PL. 24
PL. BK. 65 PL. 23
BK. 9993 PG. 462
1892 COUNTY LAYOUT OF MAIN STREET

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED FROM AN INSTRUMENT SURVEY.

Thomas M. Killion 1/20/99

THOMAS M. KILLION, P.L.S. DATE:

SITE PLAN OF LAND
OWNED BY ST. MARY'S PARISH
41 MYRTLE STREET
MELROSE, MASS.
(MIDDLESEX COUNTY)

PREPARED BY:
MEDFORD ENGINEERING & SURVEY
15 HALL ST. MEDFORD, MA. 02155
ANGELO B. VENEZIANO - PE & PLS
781-396-4466 fax:781-396-8052

0 10 20 40
SCALE: 1" = 20'

C:\JOBS\12986.DWG

REV: JANUARY 20, 1999
DATE: JANUARY 5, 1999

FIELD	DESIGN	DRAW	CALC.	CHECK	FILE No.
DON/ML	-	M.L.	M.L.	T.M.K.	12986

CITY OF MELROSE **Legal Department**

Shannon Phillips
City Solicitor
SPhillips@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4184

June 24, 2026

Melrose City Council
562 Main Street
Melrose, MA 02176

Re: **Order requesting a Written Determination of Unique Acquisition of Real Property**

Dear Honorable Council Members:

This correspondence is being submitted in connection with the above-referenced Order. As Council members may be aware, this Order has been submitted by the Mayor's Office requesting Council approve a written determination of a unique acquisition of real property relative to the St. Mary's Parish Parking lot lease in Melrose.

Pursuant to Massachusetts General Laws c.30B, § 16, cities and towns in Massachusetts generally must solicit proposals when seeking to acquire real property (including by way of lease) costing more than $35,000 during the term of the lease. An exception to this is when the jurisdiction has determined that the transaction meets the definition of a "unique acquisition" of real property given the property's unique qualities or location. *Id.* at§ 16(e)(2).

Given the location and size of the parking lot in question (53 public parking spaces provided to Melrose) located at 41 Myrtle Street in Melrose, and its proximity to Main Street serving as a direct benefit to the residents of Melrose and area businesses, this transaction meets the definition of "unique acquisition" of real property.[1]

Prior to entering into a lease agreement with the Archdiocese of Boston relative to the St. Mary's Parish Parking Lot, City Council as the "governmental body" under M.G.L. c. 30B § 16 is charged with approving the lease and making this determination.

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1 See OIG Bulletin, Volume I Issue 4 (November 2020) *Frequently Asked Questions* (opining that If a small piece *of* property adjacent to town hall is the only property that could meet the town hall's parking needs, this transaction could be considered a unique acquisition).

A proposed written determination relative to the classification of this transaction as a "unique acquisition" has been attached to the relative Order for City Council's vote and approval. Should a vote in the affirmative be made by Council on this Order, and the separate Order relative to approval of the Lease, the City will publish a copy of this Written Determination in the state Central Register for 30 days as required under M.G.L. c. 30B. After that time, the Mayor may sign the lease agreement.

I will be present at the relative Committee meeting where this Order will be discussed to answer any questions Council may have in this regard. Thank you.

Very Truly Yours,

/s/ Shannon T. Phillips
Shannon T. Phillips

cc: Mayor Jennifer Grigoraitis (via email)

CITY OF MELROSE **Legal Department**

Shannon Phillips
City Solicitor
Sphillips@cityofmelrose.org

City Hall, 562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4184

July 14, 2026

Via electronic mail

Melrose City Council
562 Main Street
Melrose, MA 02176

Re: **Order ID #s 2026-1508** *(St. Mary's Parking Lot Lease)*
Order ID # 2026-1509 *(Appropriation Request)*
Order ID # 2026-1507 *(Approval of the Draft Written Determination of the Lease Transaction of Parking Lot)*

Dear Honorable Council Members:

Please accept this correspondence as a request to amend the above-referenced orders prior to anticipated final City Council vote on July 20, 2026.

By way of background, these orders all relate to the continued lease of the parking lot owned by the Archdiocese at 41 Myrtle Street in Melrose. These orders are coming before City Council for an anticipated final vote on July 20, 2026, with a recommendation of "ought not to pass" from the Appropriations and Oversight (A&O) Committee.

Following the July 9th A&O meeting where votes were taken rejecting all three orders with a recommendation of "ought not to pass", the City contacted the Archdiocese to let them know of the Committee's votes, that 8 votes were needed on the lease and appropriation for final passage, and that an anticipated final vote would be taken on these Orders on July 20, 2026 by full Council.

In response, the Archdiocese reached out to the City on July 13, 2026, and proposed a new revised *three- year agreement* (attached) with annual rent in year one at $39,000, $41,000 in year two, and $43,000 in year three. These are substantial changes from the one-year agreement at $42,000 voted down by A&O on July 9, 2026. As discussed at the Committee meeting, during negotiations the Archdiocese rejected any proposals made by the City for a three-year lease term for below $54,000 per year. In order to move these negotiations forward, the parties agreed to a one-year lease at $42,000. This new proposal from the Archdiocese, following the Committee vote not to recommend the one-year lease, provides the City with a longer lease term at a lower cost than what was previously agreed to. As such, the mayor is willing to accept these new terms, and the City is appreciative of this more favorable lease agreement from the Archdiocese.

In light of this new proposal, the Mayor is requesting City Council's approval of **Order ID # 2026-1508** in consideration of the attached *revised lease* and its new terms. This revised lease replaces the one previously submitted by the Mayor with this Order that was voted down by A&O. To vote in favor of this

revised lease in Order ID # 2026-1508 a motion can be made in Council “To approve the REVISED lease agreement as submitted on July 14, 2026 relative to the Parking Lot near St. Mary’s Church at 41 Myrtle Street in Melrose”. Given this change requested by the Mayor to this Order, a “yes” vote by City Council on July 20, 2026, will be an approval of this *revised lease* (not the previous one submitted by the Mayor and rejected by A&O). A “no” vote will prohibit the mayor from entering into a new lease agreement with the Archdiocese for the use of this land for public and municipal parking. As previously discussed, the Council does not have the authority to amend the terms of the agreement; the Council’s authority resides in its ability to authorize the mayor to execute the revised lease.

In conjunction with these lease changes, the Mayor is also making an amendment to **Order ID# 2026-1509** (an appropriation relative to the lease agreement) to appropriate $4,000 instead of $7,000. If Council approves the revised lease agreement in Order ID # 2026-1508, it should be taking a vote to also approve Order ID # 2026-1509 as revised by the Mayor in the amount of **$4,000** so the necessary funds can be appropriated to fund the first year of this lease - July 1, 2026 to June 30, 2027 (as part of the FY27 budget process, Council already appropriated $35,000 relative to this lease for FY27 (housed in budget 296 Parking). As previously highlighted by the CFO during the revenue presentation of the budget process, the City funds the parking department budget with funds obtained from parking receipts (parking permits). Given that the lease terms were finalized after the passage of the budget, for FY 27, $4,000 will need to be approved from the Contract Stabilization Fund to cover the difference. For passage of this revised Order, a motion can be made in Council “to approve this Order in the revised amount of $4,000 as amended by the Mayor’s request.”

Finally, as explained at the A&O committee meeting, and in my previous communication submitted with Order ID # 2026-1507, should City Council vote to approve the above two Orders, Council must also vote on a written determination of the unique location of the property (**Order ID # 2026-1507).** Approving a written determination that can be published in the Central Register, is a requirement under G.L. c. 30B before the Mayor can sign. I have attached a “Revised Proposed written determination…” for your consideration that addresses the newly revised lease terms. To vote in favor of this proposed written determination on July 20th, a motion should be made in Council “to approve the “REVISED” written determination for this Order submitted on July 14, 2026.”

Unfortunately, I cannot be present at the City Council meeting on July 20, 2026 as I will be out of state. However, I am happy to discuss any of the above with any Councilors who may have questions or concerns this week prior to next Monday’s meeting. Please do not hesitate to contact me directly.

Best Regards,

/s/ Shannon T. Phillips

Shannon Phillips

cc: Mayor Jennifer Grigoraitis (via e-mail)
Kerri Golden, CFO (via e-email)
Tanji Cifuni, City Clerk (via e-mail)

MELROSE CITY COUNCIL ORDER

Written Declaration Regarding the Unique Qualities and Location of the 53 parking spaces located at the St. Mary's Parish Parking Lot at 41 Myrtle Street in Melrose

WHEREAS, the City of Melrose ("City") desires to enter into a new lease with the Archdiocese of Boston for use of the parking lot on their property near St. Mary's Church for the purposes of providing public and municipal parking space near the downtown area;

WHEREAS, this lot provides 53 parking spaces solely for municipal and public parking lot use in very close proximity to area business and Main Street where parking lot is limited;

WHEREAS, the proposed annual lease price for the unrestricted use of these 53 parking spaces as a municipal and public lot (three-year lease term) is \$39,000 in year one; \$41,000 in year two, and \$43,000 in year three;

WHEREAS, the City of Melrose has a beneficial interest in this property;

WHEREAS, M.G.L. c. 30B, section 16(e)(2) provides that the City may acquire (including by lease) an interest in real property without issuing a formal Request for Proposals (solicitation of bids) if "the governmental body determines in writing that advertising will not benefit the governmental body's interest because of the unique qualities or location of the property needed" and that such determination must be published in the Central Register not less than 30 days before the City executes a binding agreement; and

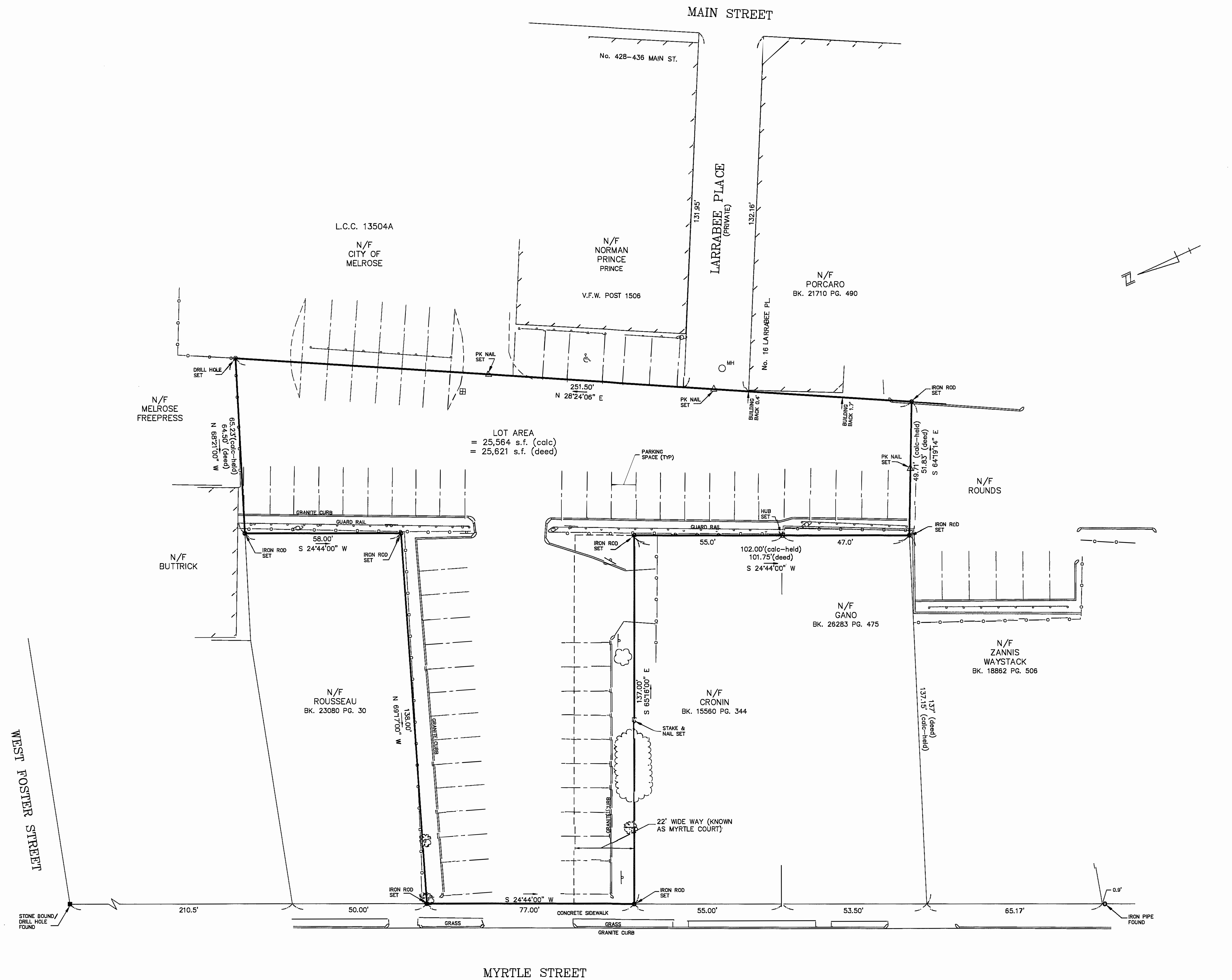
WHEREAS, this Order is solely for the purpose of meeting the requirements of M.G.L. c. 30B, section 16(e)(2) and is not for the purpose of appropriating funding for or approving the proposed lease, which will be filed as a separate Order;

NOW THEREFORE, it is **ORDERED** that:

In accordance with the requirements of M.G.L. c. 30B, § 16(e)(2), it is hereby determined that the 53 designated Parking spaces in the St. Mary's Parish parking lot located at 41 Myrtle Street in Melrose, Massachusetts as depicted on Exhibit A, attached herewith, is a real property asset in the City that is unique in its location and qualities in that, among other things the location provides a significant benefit to the City of Melrose by providing a public and municipal parking lot near the downtown area. Parking is in high demand in downtown Melrose. It is hereby determined that advertising will not benefit the City because there is no comparable sized property available within this area for a public municipal parking lot in close proximity to the downtown area; the location of this public parking lot helps significantly reduce pressure on the downtown lots; and the location and number of spaces available for lease provides a significant benefit to local merchants.

COPYRIGHT:
ANGELO B. VENEZIANO & ASSOCIATES
15 HALL STREET, MEDFORD, MA 02155
DATE: JANUARY 5, 1999

EXHIBIT A



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L.C.C. 10375A
BK. 10943 PG. END
BK. 7911 PG. 594
PL. BK. 45 PL. 24
PL. BK. 65 PL. 23
BK. 9993 PG. 462
1892 COUNTY LAYOUT OF MAIN STREET

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED FROM AN INSTRUMENT SURVEY.

Thomas M. Killion 1/20/99

THOMAS M. KILLION, P.L.S. DATE:

SITE PLAN OF LAND OWNED BY ST. MARY'S PARISH 41 MYRTLE STREET MELROSE, MASS. (MIDDLESEX COUNTY)

PREPARED BY:
MEDFORD ENGINEERING & SURVEY
15 HALL ST. MEDFORD, MA. 02155
ANGELO B. VENEZIANO - PE & PLS
781-396-4466 fax:781-396-8052

SCALE: 1" = 20'

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DATE: JANUARY 5, 1999

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