



City of Melrose

Appropriations & Oversight Committee

Monday, August 10, 2026, 7:30 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

Kimberly Vandiver	Vice Chair
Jason Chen	
Cal Finocchiaro	
Maya Jamaledine	
Manjula Karamcheti	
Elizabeth Kowal	
John Obremski	
Christopher Park	
Ryan Williams	
William Bradley Freeman	President, Ex Officio
Devin Romanul	Chair

II. MINUTES APPROVAL

A. Appropriations & Oversight Committee Meeting July 20, 2026 7:00 PM

III. PUBLIC COMMENT

When: Aug 10, 2026 07:30 PM Eastern Time (US and Canada)
Topic: Appropriations & Oversight Committee Meeting

Join from PC, Mac, iPad, or Android:

<https://cityofmelrose->

org.zoom.us/j/91494962042?pwd=2r6Th3Jt3R4JbQABmpCTIW84jTFmrk.1

Passcode:947646

IV. GRANTS

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

V. ORDERS

- A. **(ID # 2026-1531):** Acceptance of Revised Easement at 105 Walton Park in Melrose
- B. **(ID # 2026-1533):** Grant of Easement for 204 Tremont Street

VI. 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 contact the City's ADA Coordinator, Polina Latta platta@cityofmelrose.org.

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		Department	Mosaic Department Code
d/b/a		Contract Manager Name	
Legal Address As entered on Form W-9 or Form W-4		Business Mailing Address	
Contract Manager Name		Billing Address If Different	
Phone	Fax	Phone	Fax
Email		Email	
Vendor Code VC		Mosaic Transaction ID(s)	
Vendor Code Address ID e.g. "AD001". AD		RFR/Procurement or Other ID Number	
Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			
NEW CONTRACT		CONTRACT AMENDMENT	
Procurement or Exception Type (Check one option only)		Current Contract End Date PRIOR to Amendment	Amendment Amount Or Enter "No Change"
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.)		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):			

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.

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 , 20 , 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.

Signature	Date
Print Name	Print Title

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature	Date
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

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Article	Duplicative Costs
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Article	John S. McCain National Defense Authorization Act of Fiscal Year 2019
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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. §§ 200.344-200.345 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.

**Massachusetts Emergency Management Agency
Emergency Management Grants Unit
FFY 2025 EMPG Special Conditions and Reporting Requirements**

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) Emergency 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
MA

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,

A handwritten signature in blue ink, appearing to be "J. White", written over a light blue horizontal line.

John J. White
Emergency Management Director



CITY OF MELROSE

DEPARTMENT OF PUBLIC WORKS

Administration-Engineering-Water-Sewer-Facilities
Parks-Forestry-Highway-Sanitation-Cemetery-Fleet

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.

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.

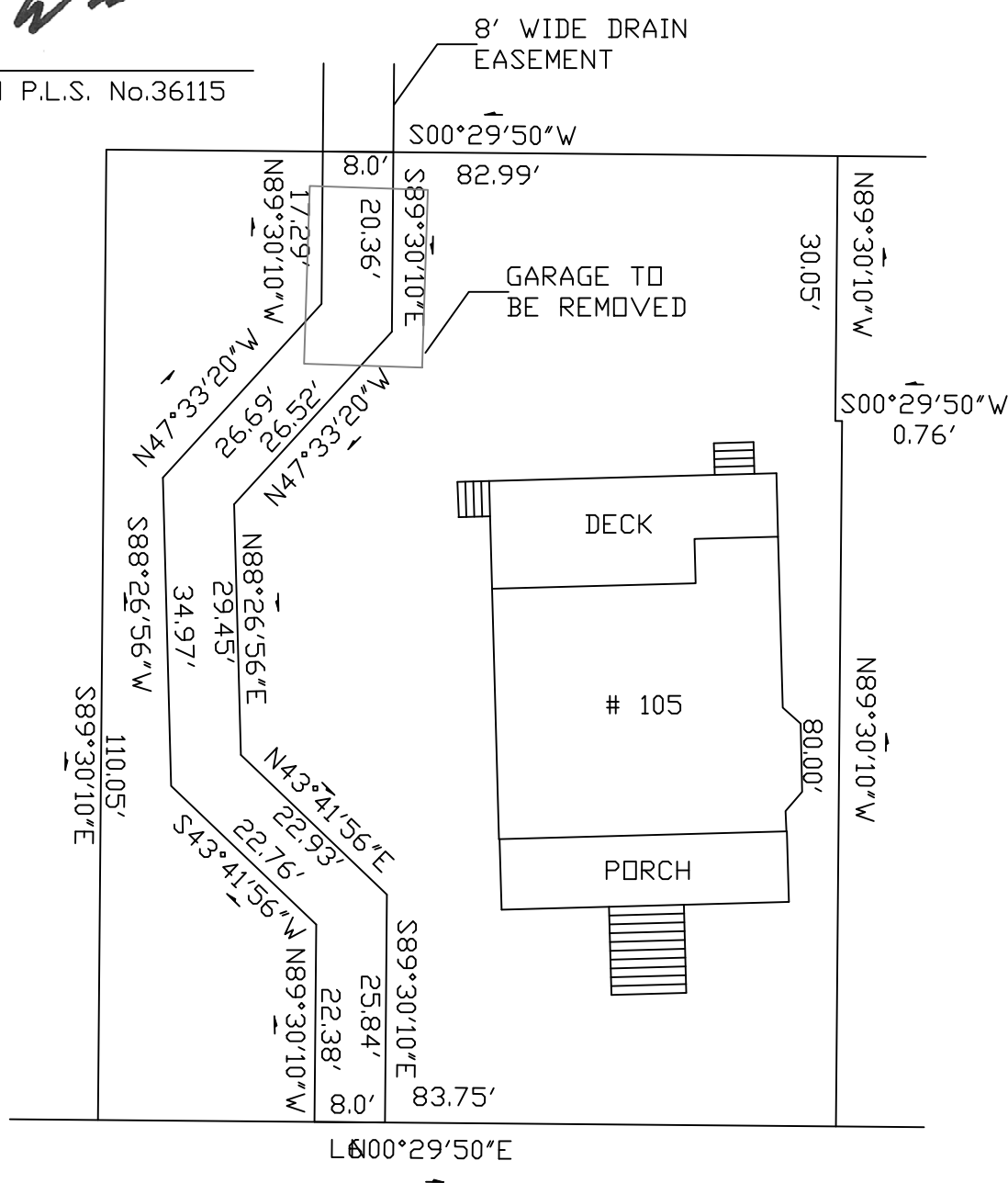
EXHIBIT B

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.



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



WALTON PARK

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.

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

PLAN of LAND in

Plan Number 132 of 1931

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

with Alvise

MELROSE ~ MASS.

belonging to

GEORGE F. MACDONALD

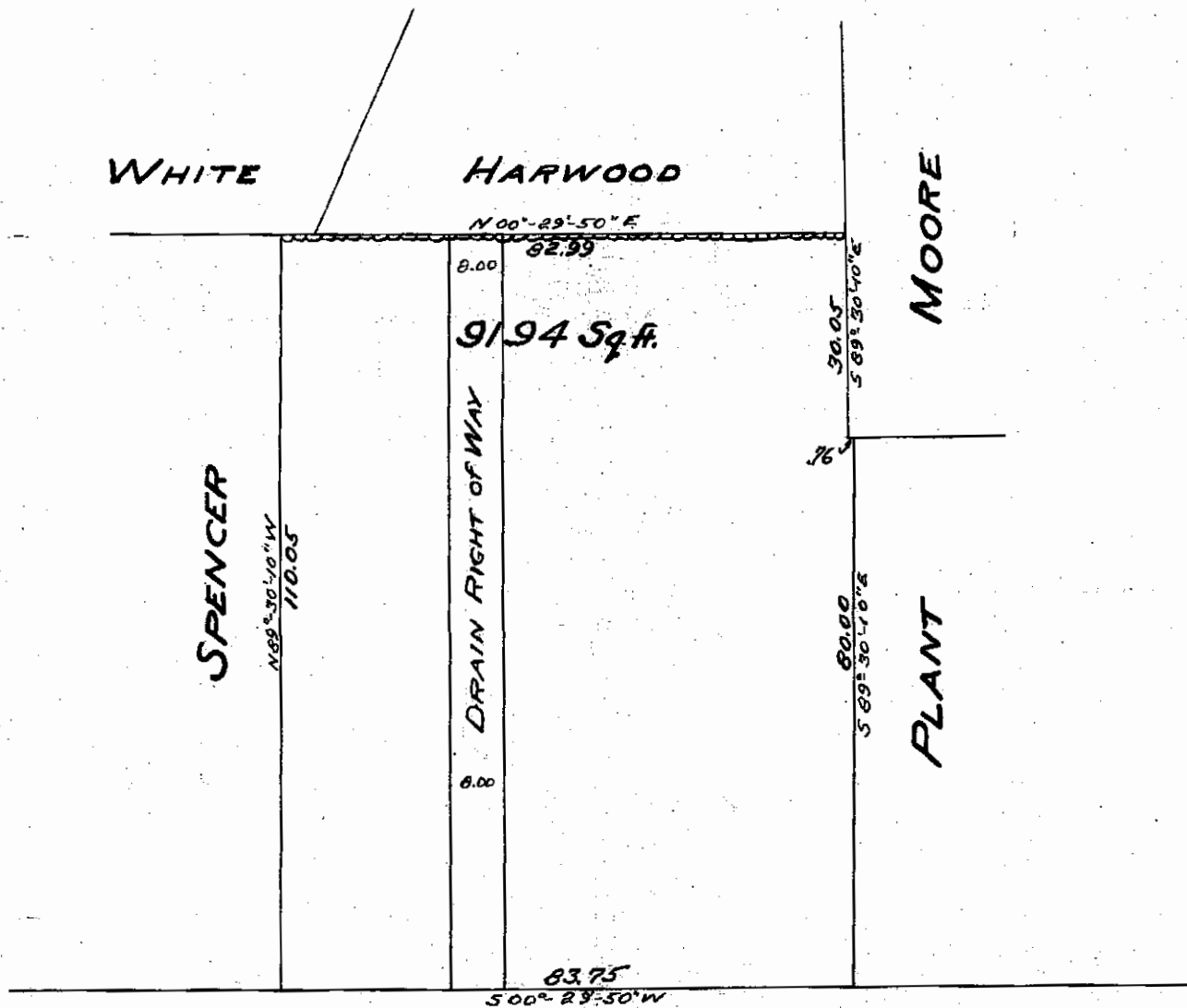
Scale: 1"=20' - Mar. 3, '31

JOHN F. RAND
CIVIL ENGR
MELROSE

Attest: *Thomas Bighton* REGISTER

N.B.

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



WALTON PARK

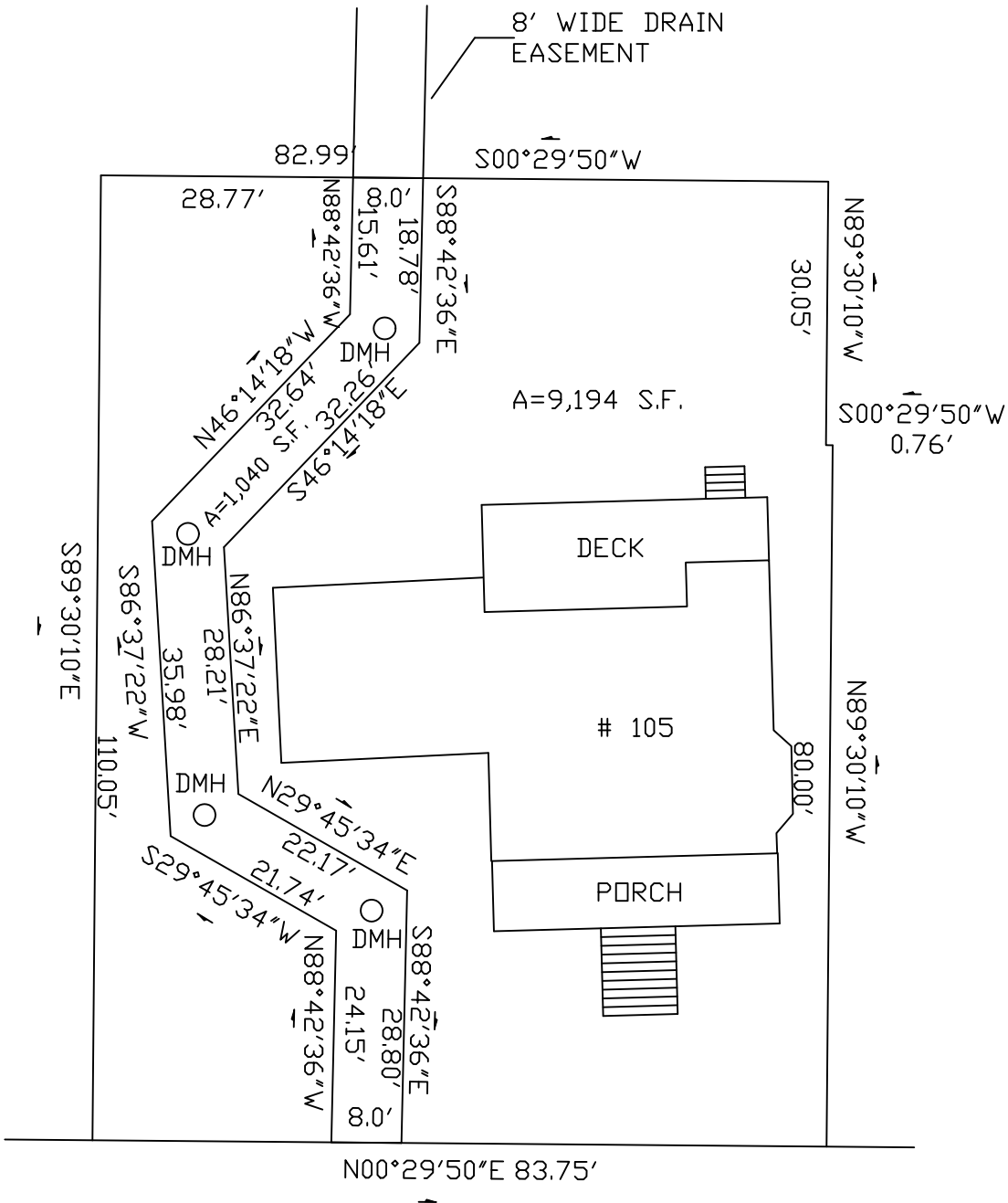
132

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.



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



WALTON PARK

RESERVED FOR REGISTRY USE ONLY

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

EASEMENT PLAN
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: AUGUST 10, 2026
FILE No.: 8229ESMT.-REV.



CITY OF MELROSE

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

LORI MASSA
Director and City Planner

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

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]

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.

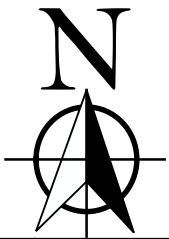
Signature of Notary Public

Printed Name of Notary

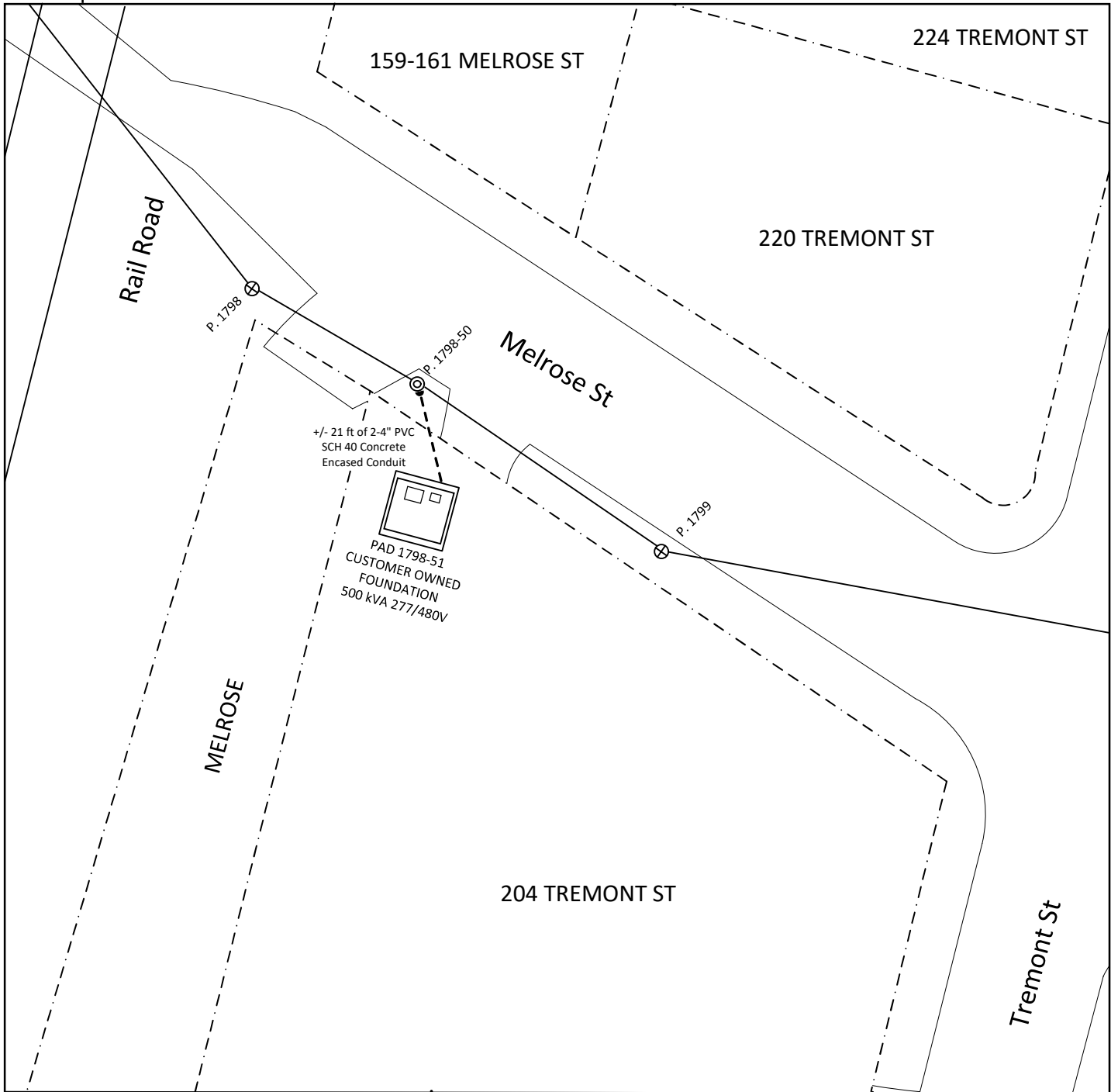
My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

WR# 31174939



NOT TO SCALE



LEGEND

— OH Existing Wires



3ph Pad Mounted XFMR

- - - UG Proposed Conduit/Cable



Proposed Riser

- - - - Property Line



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