



City of Melrose

City Council

Regular Meeting

Monday, August 17, 2026, 7:45 PM
City Council Chamber, 1st Floor
562 Main Street, Melrose, MA 02176

AGENDA

NOTE:

To watch this meeting live visit mmtv3.org or local cable station MMTV (Channels 3, 15, 22 on Comcast or Channels 37, 38, 39 on Verizon)

Some Board and Commission meetings meet via zoom. Information on how to enable closed captioning for online commission meetings can be found by clicking [here](#).

I. CALL TO ORDER

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

Pledge of Allegiance

II. MINUTES APPROVAL

A. City Council Regular Meeting July 20, 2026 7:45 PM

III. PUBLIC COMMENT

When: Aug 17, 2026 07:45 PM Eastern Time (US and Canada)
Topic: City Council Regular Meeting

Join from PC, Mac, iPad, or Android:
<https://cityofmelrose-org.zoom.us/j/99009691652?pwd=NsyvUDSBLvp2YhRrLHdzz4aGDSTYZ.1>
Passcode:347313
Webinar ID: 990 0969 1652

IV. COMMUNICATIONS FROM THE HONORABLE MAYOR & OTHER CITY OFFICIALS

V. NEW BUSINESS

A. Filings by the Honorable Mayor

i. Appointments/Reappointments

1. **(ID # 2026-1629):** Appointment of Daniel Gelormini, 20 Pilgrim Road, as a Full Member of the Zoning Board of Appeals (ZBA) for a five-year term set to expire on the last day of February 2028. Mr. Gelormini's appointment replaces the membership of Benjamin Rosenberg who recently resigned from the ZBA.
2. **(ID # 2026-1633):** Appointment of Megan Britt, 79 Burrell Street, to the Liquor Licensing Commission for a six-year term, said term to expire the first Monday of June 2032.

ii. Grants

1. **(ID # 2026-1618):** Acceptance of 2026 Green Communities Grant in the amount of \$122,081.
2. **(ID # 2026-1619):** Acceptance of a Massachusetts Gaming Commission Community Mitigation Fund Grant in the amount of \$51,300.

iii. Orders

1. **(ID # 2026-1620):** Acceptance of Donated Parcel for Conservation Purposes
2. **(ID # 2026-1630):** Renewal of the Intermunicipal Agreement for Shared Health Department services among the City of Melrose, the Town of Wakefield and the Town Of Stoneham for three years.

B. Filings by members of the Honorable City Council

C. Informational Order

- i. **(ID # 2026-1631):** Informational Order - Natural Hazard Mitigation Plan Public Review Draft

D. Licenses

- i. **(ID # 2026-1632):** New Common Victualler License for Slurp Noodle Restaurant

E. Petitions

- i. **(ID # 2026-1560):** 18 Tremont Street - Install 1 JO Pole on Tremont Street with a riser to provide electric service for a new customer at 18 Tremont Street in Melrose.
- ii. **(ID # 2026-1656):** Lake Ave - WR 31359974 National Grid to Install underground utilities on Lake Ave.

VI. UNFINISHED BUSINESS

A. Appointments/Reappointments

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

B. Grants

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

C. Orders

- i. **(ID # 2026-1520):** ***Informational Order*** - Warrant for 2026 State Primary to be held at Melrose Middle School Gymnasium on Tuesday, September 1, 2026 from 7:00am to 8:00pm for Ward 1, Precinct 1 and 2; Ward 2, Precinct 1 and 2; Ward 3 Precinct 1 and 2; Ward 4, Precinct 1 and 2; Ward 5, Precinct 1 and 2; Ward 6, Precinct 1 and 2; and Ward 7, Precinct 1 and 2 to notify the inhabitants of the City of Melrose that can cast a vote in the State Primaries.
- ii. **(ID # 2026-1521):** ***Informational Order*** - The Board of Registrars has agreed to the following dates, times and location for the State Primary In Person Early Voting: *Saturday, 8/22 9am-5pm; Monday, 8/24 through Thursday 8/27 8:30am-4pm and Friday, 8/28 8:30am -12:30pm* in the City Council Chamber located on the first floor of Melrose City Hall 562 Main Street Melrose MA.
- iii. **(ID # 2026-1530):** Amending Article II, Section 93 of the Melrose Code of Ordinances to allow for a licensing and inspection process for kennel licensing in Melrose.
- iv. **(ID # 2026-1531):** Acceptance of Revised Easement at 105 Walton Park in Melrose
- v. **(ID # 2026-1533):** Grant of Easement for 204 Tremont Street

VII. REPORTS FROM COMMITTEES

VIII. EXPIRIES

IX. RULE 36 REPORTS

X. ADJOURNMENT

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

Good evening, Councilors.

My name is Dennis McCarthy, and I have been a Melrose resident for more than 40 years. My wife also served this community for many years as a school nurse at St. Mary's and later at the Lincoln School.

We moved here from Boston in large part because of Melrose's character. One thing I have always valued about this city is that, even when people disagree, important issues are usually discussed in public, through hearings, Council deliberation, and, when appropriate, votes.

That is why I am here tonight to raise a concern about the city's use of ALPRs, or Automated License Plate Readers.

After reading about this technology, I wondered whether it was being used in Melrose. I later learned that the city had two readers listed publicly, and I subsequently understood there may be three. I was surprised and concerned to learn this.

My concern is straightforward: how did this happen without an apparent public discussion or vote by the City Council?

I contacted the Mayor's office and received a copy of the policy. I followed up with additional questions but did not receive a response.

I also reached out to Councilor Jason Chen, who has been very helpful in discussing my concerns about the process and the potential impact on residents' privacy.

I am not here tonight as a lawyer or an expert on this technology. I am here as a longtime resident asking for a transparent public conversation.

Specifically, I would respectfully ask the Council to review the city's relationship with Flock and consider suspending the contract long enough to allow for a broader public review, including an opportunity for residents to share their thoughts.

I would also ask whether the city would consider clearly labeling the locations where readers are installed and covering the cameras until the community has had a chance to discuss and decide how this type of surveillance should be used in Melrose.

This is not about opposing public safety. It is about making sure that tools with privacy implications are reviewed openly, with the Mayor's office, the Police Department, the City Council, and the public all part of the discussion.

Thank you for your time, and thank you for your service to the city.

August 10th, 2026

Lori Massa, AICP
Director
Office of Planning & Community Development
City of Melrose
562 Main Street
Melrose, MA 02176
781-979-4193

Dear Lori,

I am pleased to submit my statement of interest for appointment as a Full Member of the Melrose Zoning Board. As a resident with a strong commitment to the City's future and a professional background in architecture, and planning, I am eager to contribute my experience and perspective to this important public service role.

Throughout my career, I have worked extensively with zoning regulations, land use planning, permitting processes, and development review on a wide range of residential, commercial, mixed-use, and institutional projects. My work requires balancing the needs of property owners, developers, neighborhoods, and municipalities while ensuring compliance with local regulations and advancing thoughtful community development. This experience has given me a strong understanding of how zoning decisions influence the character, economic vitality, and long-term sustainability of a community.

I am particularly interested in serving on the Zoning Board because of its critical role in shaping Melrose's growth while preserving the qualities that make the City a desirable place to live and work. If appointed, I would dedicate the time and effort necessary to prepare for meetings, review applications thoroughly, and contribute constructively to the Board's work.

I would be honored to serve the City of Melrose in this capacity and help ensure that zoning decisions continue to support a vibrant, resilient, and well-planned community.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Gelormini', with a stylized flourish at the end.

Daniel Gelormini AIA LEED AP BD+C

DANIEL GELORMINI AIA | LEED AP BD+C

20 PILGRIM ROAD, MELROSE MA

██████████ | ██████████ om

Experience

CBT Architects, Boston, MA

2010 - Current

Associate Principal | COO

- Lead all aspects of Architectural project delivery from Pre-Design through Construction Administration
- Act as main point of contact for key project stakeholders including, Owners, Directors, Investors, OPMs, etc.
- Work with Sr. Principals to develop/execute strategic business plans related to Architectural business operations
- Prepare and present various projects to applicable City/Town Boards and Commissions
- Generate project schedules, budgets and proposals for architectural services
- Solicit, vet, and manage consultant design teams
- Coordinate sustainability criteria for certifiable projects
- Manage RFQ & RFP responses for Architectural pursuits
- Lead project interviews, helping secure work through effective presentation and communication
- Operational Responsibilities
 - Responsible for officewide project staffing strategy
 - Manage officewide utilization and projections
 - Monitor and assess active project health
 - Oversee officewide Project Planning and Fees
 - Lead officewide continuing education and professional development initiatives
 - Collaborate with HR on talent acquisition and employee evaluations
 - Manage QA/QC process and Tech Review assignments

Notable Projects

Avalon Bay – Brighton MA

Cornell Maplewood Phase II Grad Housing – Ithaca NY (in Process)

Norton Museum of Art Expansion – West Palm Beach FL

Museum of Fine Art Boston – Art of the Americas Wing - Boston MA

Harvard Public Library – Harvard MA

Fessenden School Renovations – West Newton MA

Babson College – Knight Hall Historic Preservation – Wellesley MA

Babson College – Malloy Hall Classroom Renovation – Wellesley MA

Trust Early Learners – Brookline MA

Zoning Board of Appeals, Melrose, MA

2023 – Current

Space International, Los Angeles, CA

2007 – 2009

McMahon Architects, Boston, MA

2005 – 2007

Landry Architects, Salem, NH

2002 – 2004

Education

Southern California Institute of Architecture

- Masters of Architecture, X-Program
- Honors Exhibition
- SCI-arc X-Program Grant

2009

Wentworth Institute of Technology

- Bachelor of Science in Architectural Engineering Technology
- Merit Scholarship

2007

Teaching Experience

Adjunct Professor, Wentworth Institute of Technology, Boston, MA

2010 - 2015

- Professional Practice I – Autodesk Revit
- Digital Studies – Autodesk Rhino

Teachers Assistant, Southern California Institute of Architecture, Los Angeles, CA

2008 - 2009

- Graduate Professional Practices
- Graduate Visual Studies/Strategies of Representation 4/Autodesk Maya/Advanced Digital Tool

August 11, 2026

Mayor Jennifer Grigoraitis
Melrose City Hall
562 Main Street
Melrose, MA 02176
Via email: mayorsoffice@cityofmelrose.org

Dear Mayor Grigoraitis,

I am writing to express my interest in serving on the Liquor Commission for the City of Melrose. As a resident of Melrose for nearly ten years, I have watched our city grow and change, and I want to contribute my time, judgment, and professional experience to help guide that growth in a way that helps to keep Melrose safe, vibrant, and welcoming for residents and businesses alike.

Public service has been a consistent thread throughout my life and career. I have an extensive background in non-profit organizations and public agencies and currently serve as Chief of Strategy for the Springfield Empowerment Zone Partnership, a collaborative initiative between a school district, teachers' union, and the state. I lead the organization's strategic planning, institutional partnerships, and policy implementation. That work has sharpened my ability to navigate multi-stakeholder governance, build consensus among parties with different interests, and manage complex regulatory and compliance matters — skills I believe translate to the responsibilities of serving on the Liquor Commission.

I understand that the Commission plays an important role in balancing the interests of local businesses, public safety, and the character of our neighborhoods. I am committed to approaching that responsibility thoughtfully and fairly, with an eye toward supporting responsible business growth while protecting the health, safety, and vitality of our community.

Thank you for considering my application and I look forward to the possibility of contributing to Melrose in this capacity.

Sincerely,

Megan Britt

SKILLS + COMPETENCIES

Executive advising and policy analysis: Valued for my sound judgement and discretion, hands-on approach, ability to build trusting relationships, and assessing impact on and generating support of key stakeholders to reach a desired outcome. Have advised state education officials on leveraging federal funding flexibilities, organizational leaders on strategic planning and growth, and elected legislators on programmatic best practices.

Organizational leadership and growth: Over twenty years' experience working in fast-paced environments for scaling social-impact organizations. Have contributed to operational health by leading major fundraising efforts and managing Boards of Directors; building and refining systems; designing and leading strategic planning processes; hiring, onboarding, and developing talent including the implementation of performance management systems; and fostering a collaborative and high-functioning staff culture.

Piloting and scaling new initiatives: Have led the development of new initiatives spanning multiple states from the early design and test phase, to building support and buy-in to expand. Strong project manager, with experience navigating complex systems, balancing the needs of myriad stakeholders and interests, and managing diverse, results-driven teams.

Internal and external communications: A strong writer, speaker, and presentation developer, equally comfortable working behind the scenes setting others up for success as leading from the front of the room. Experience developing and implementing comprehensive communication strategies that translate complicated information into digestible communications that deepen engagement and motivates action.

RELEVANT WORK EXPERIENCE

SPRINGFIELD EMPOWERMENT ZONE PARTNERSHIP (SEZP) | Springfield, MA

November 2022 – Present

A collaboration between Springfield Public Schools (SPS), the Springfield Education Association (SEA), and the Massachusetts Department of Elementary and Secondary Education (DESE) in one of the state's highest-need communities, resulting in the strongest, most consistent school improvement record among state interventions.

Chief of Strategy

Serve as senior strategic advisor and thought partner to the Co-Executive Directors on organizational strategy, institutional partnerships, and long-term direction – including navigating the implications of SEZP's unique MOU with the city, teachers' union, and the state – maintaining organizational stability and strength amidst political transitions and shifting statewide policies.

- Advised the development of the first Innovation Zone in the state, resulting in 8 schools reintegrating into SPS after successfully exiting underperforming status.
- Lead the design and implementation of SEZP's comprehensive educator development strategy resulting in an annual reduction in the number of unlicensed educators including: a Zone-wide mentor and induction program, serving 75-125 educators annually; a new pathway for working educators to earn a master's degree and moderate disabilities license in partnership with Elms College, enrolling and supporting a first cohort of 16 educators; a district policy and process for tracking educators' licensure status, improving compliance and visibility across 16 schools and over 5,000 educators.
- Drive SEZP's external relations and communications strategy, including positioning SEZP as a leader in educational innovations both regionally and nationally, resulting in site visits from educational leaders from across the country, features in several major news publications, and annual invitations for SEZP staff to present at national conferences.
- Secure funding necessary to sustain and scale its initiatives, including nearly \$1.5 in funding for afterschool initiatives.
- Develop internal performance management structure to support the continued development of a high-performing team with a 90% retention rate over 4 years.

UNCOMMON SCHOOLS | Boston, MA/New York, NY

August 2015 – November 2022

One of the highest performing networks of charter schools in the country, closing achievement and opportunity gaps for more than 21,000 students in 57 schools in MA, NJ, and NY.

Director of Advancement

Lead the strategy and execution of a \$6 million capital campaign for the construction of a new high school in Boston, including cultivating new and revitalizing lapsed donor relationships, recruiting new members and managing the Board of Trustees, and developing compelling campaign presentations and collateral. Also responsible for the external communications and engagement strategy to support an annual organizational fundraiser of over \$14 million.

Director of Strategic Initiatives

Strategic advisor and thought partner to Uncommon Schools Chief Operating Officer. Led complex projects involving multiple stakeholder groups related to regional growth, external relations, and school operations including: designing and implementing a comprehensive internal and external communication strategy; leading community organizing and legislator advocacy efforts; building relationships with critical external leaders and organizations; co-leading the vision-setting and creation of unifying staff culture-building initiatives; establishing a parent advocacy network and school-based family councils; and designing and aligning staff compensation policies across regions.

NATIONAL CENTER ON TIME & LEARNING (NCTL) | Boston, MA

August 2009 – August 2015

An “action tank” championing the expansion of learning time in K–12 schools — particularly for high-need students — through research, policy advocacy, and direct partnerships with districts across the country.

Deputy Director, TIME Collaborative

Co-leader of a five-state, public-private partnership with the U.S. Department of Education and the Ford Foundation to support the development of highly effective and financially sustainable expanded learning time schools. Directed all programmatic operations including: developing a scope and sequence of technical assistance for over 40 schools in 16 districts; creating systems to hire, onboard, and support a 17-member team across multiple states; managing funder relationships; and overseeing a \$2.1 million annual budget.

Director of Policy, State & District Engagement

Supported the organization’s national expansion by advising state education leaders on leveraging federal funding flexibilities and policy initiatives to increase learning opportunities for underserved students. This included: securing and managing NCTL’s first district-funded consulting engagements in Chicago and Denver; successfully lobbying for the state-funded \$14.6 million Massachusetts Expanded Learning Time Initiative; and developing and writing NCTL’s winning U.S. Department of Education Investing in Innovation (i3) grant for \$2.8 million in partnership with several national and local organizations.

EDUCATION

HARVARD KENNEDY SCHOOL OF GOVERNMENT | Master in Public Policy | Cambridge, MA

Master’s thesis examining education funding policy in Massachusetts was awarded the Fischer Memorial Prize and has been published by the Rappaport Institute of Greater Boston

DUKE UNIVERSITY | Bachelor of Arts | Durham, NC

Member of the Varsity Women’s Lacrosse Team

COMMUNITY INVOLVEMENT

DEMOCRATS FOR EDUCATION REFORM | Boston, MA

Member, Board of Advisors (2018 – 2022)

METROLACROSSE | Boston, MA

Member, Board of Directors (2011 – 2016); Volunteer Coach, Mentor, and Tutor (2003 – 2010)



CITY OF MELROSE

DEPARTMENT OF PUBLIC WORKS &
OFFICE OF PLANNING AND
COMMUNITY DEVELOPMENT

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

MEMORANDUM

TO: Mayor Jennifer Grigoraitis
Melrose City Council

FROM: Lori Massa, Director OPCD
Elena Proakis Ellis, Director DPW

cc: Kerriann Golden, CFO/Auditor
Lauren Grymek, Chief of Staff

DATE: August 4, 2026

RE: 2026 Green Communities Grant Acceptance

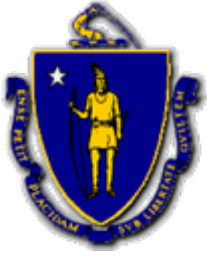
The City of Melrose has been awarded a \$122,081.00 Green Communities Competitive Grant from the Department of Energy Resources (DOER). The funds will go towards energy conservation measures at the Middle School for the Phase 2 Building Management System Upgrades (\$112,581) and city-wide community outreach for energy related programs and initiatives (\$9,500).

The first half of the Middle School building control upgrades are underway in a Phase 1 project funded by the City along with National Grid incentives. The grant funding will allow for the second half of the controls, making up Phase 2, to move forward. The controls will provide better demand control and scheduling of boilers for heating and cooling. The current equipment from 2007 is inadequate to coordinate demand controls efficiently. The expected annual savings of having a more efficient system for each phase is just over \$14,000. The total Phase 2 project cost is \$300,000. The City will contribute approximately \$90,000 from the DPW Facilities Division operating budget, and approximately \$98,000 will be funded by National Grid utility incentives.

The community outreach portion of the grant will be used to promote existing residential and/or commercial energy efficiency programs, such as MassSave, and/or to promote other clean energy initiatives. It will involve a social media/email campaign to engage with multi-family and other residential property owners to raise awareness, educate, and support the implementation of heat pumps in homes. This extends the work of the City's Energy Advocate, Melrose Heat Pump Coaches and the Melrose Energy and Climate Committee. The funds will be used to hire MassEnergize, an organization devoted to working with communities on outreach related to environmental sustainability, for administrative support, campaign management and consultation, and for advertisement costs.

We hereby request that the City Council accept the grant from DOER in the amount of \$122,081.00. The grant agreement document is attached for your reference. The funds will be expended from a project account set up by the CFO/Auditor and reimbursed by DOER as funds are expended.

Thank you for your consideration of this request.



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., 9th FLOOR
BOSTON, MA 02114
Telephone: 617-626-7300

Maura T. Healey
Governor

Kimberley Driscoll
Lt. Governor

Rebecca L. Tepper
Secretary

Elizabeth Mahony
Commissioner

July 29, 2026

Jennifer Grigoraitis, Mayor
City of Melrose
562 Main Street
Melrose, MA 02176

Dear Mayor Jennifer Grigoraitis,

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of \$122,081.00 for the following projects proposed in the City of Melrose Green Communities Competitive Grant application.

List of projects funded:

- \$112,581, Middle School — Building Management System, phase 2
- \$9,500, City — Community outreach

The Division reviewed Melrose's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically approved projects listed above.**

A member of the Green Communities Division will follow up with the contacts listed in your competitive grant application to discuss the next steps, including coordination of the grant contract process. We congratulate you on your grant award and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

We request that you hold off on publicizing your award until DOER formally announces the grant awards.

Please do not hesitate to contact me at 617-823-4029 or by email at Joanne.Bissetta@mass.gov with any questions you may have regarding your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne Bissetta". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

Joanne Bissetta, Director
Green Communities Division

Cc:

Jennifer Grigoraitis, Mayor
Elena Proakis-Ellis, Director of Public Works
Kathryn Atmata, Treasurer/Collector
Denise Gaffey, Project Manager
Dillan Patel, Northeast Regional Coordinator

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 City of Melrose		Department ENE100	Mosaic Department Code
d/b/a		Contract Manager Name Caitlin Hart	
Legal Address As entered on Form W-9 or Form W-4 562 Main Street, Melrose, MA 02176		Business Mailing Address 100 Cambridge Street, 9th Floor, Boston, MA 02114	
Contract Manager Name Jennifer Grigoraitis		Billing Address If Different	
Phone 781-979-4290	Fax 781-979-4500	Phone 617-626-7319	Fax
Email mayorsoffice@cityofmelrose.org		Email GC-Grants@mass.gov	
Vendor Code VC 6000192115		Mosaic Transaction ID(s)	
Vendor Code Address ID e.g. "AD001". AD001		RFR/Procurement or Other ID Number DOER PON-ENE-2026-001	
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.)		Amendment Type Check one option only. Attach details of amendment changes.	
☐ 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 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): \$122,081.00			

Mosaic Transaction ID(s)

PROMPT PAYMENT DISCOUNTS (PPD)

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

Contractors requesting accelerated payments must identify a PPD as follows:

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

If PPD percentages are left blank, identify reason:

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

This is a contract to award a grant to the City of Melrose for fiscal years FY2027-2029 under the Green Communities Competitive Grant Program in the amount of One Hundred Twenty Two Thousand Eighty One Dollars and No Cents (\$122,081). The grant is intended to fund energy conservation measures, Building Management System, phase 2 and community outreach, in municipal facilities including Middle School to be provided for the benefit of, and subject to the direction and oversight of, the Grantee as detailed in Attachment C.

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 **September 30, 2028**, 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 Jennifer Grigoraitis	Print Title Mayor

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

Signature and date must be captured at time of signature.

Signature	Date
Print Name	Print Title

BACKGROUND

1. The DOER has selected the Grantee to receive Green Communities grant funds for projects described in the Grantee’s response to the PON.
2. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
3. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as “the Project”).

This agreement (Agreement) incorporates and makes part hereof certain attachments and forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon attachments and forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

THE COMMONWEALTH STANDARD CONTRACT FORM

BACKGROUND

ATTACHMENT A: GREEN COMMUNITIES COMPETITIVE GRANT APPLICATION

MATERIALS

ATTACHMENT B: GRANTEE RESPONSE

ATTACHMENT C: SCOPE OF GRANT AWARD

ATTACHMENT D: BUDGET

THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT

ATTACHMENT A – Green Communities Competitive Grant Application Materials

The Program Opportunity Notice (PON) was provided to the municipality via Commbuys, the Commonwealth's procurement website.

DOER PON-ENE-2026-001 Green Communities Competitive Grant Program Opportunity Notice

Bid # **BD-26-1041-ENE01-ENE01-120677**

ATTACHMENT B – Grantee Response

(All documents listed below are available to DOER fiscal staff at:

<https://massdoer.imeetcentral.com/greencommunities/dbapp=7ary4jojv3xnh83ficwf09s252274943&ac=v&view=1266925>

1. spring 2026 (grant table).xlsx
2. certificate of application.pdf
3. spring round competitive grant final (worksheet).docx
4. community outreach ariha resume 2026 ass energize.pdf
5. community outreach first realty letter of support.pdf
6. community outreach proposed budget.pdf
7. community outreach resume 0426 lori timmermann.pdf
8. community outreach sample mass energize melrose mou signed 02082022.pdf
9. middle school bms audit and training manual.pdf
10. ms bms phase 2 electric offer letter 16123812.pdf
11. ms bms phase 2 gas offer letter 16131734.pdf
12. heat pump outreach results jan 2024 - april 2026.docx

ATTACHMENT C – SCOPE OF GRANT AWARD
COMMONWEALTH OF MASSACHUSETTS
SCOPE OF GRANT AWARD AGREEMENT

By and Between
Department of Energy Resources
and
City of Melrose

SCOPE OF GRANT AWARD

1. Overview

The purpose of this contract is to award a grant to the City of Melrose (Grantee) for a maximum obligation amount not to exceed One Hundred Twenty Two Thousand Eighty One Dollars and No Cents (\$122,081.00) to fund energy conservation measures, Building Management System, phase 2 and community outreach, in municipal facilities including Middle School, as more particularly described in Attachment B (Project). In connection with the above referenced grant, the Grantee requested One Hundred Twenty Two Thousand Eighty One Dollars and No Cents (\$122,081.00) in public funding out of Three Hundred Nine Thousand Five Hundred Dollars and No Cents (\$309,500.00) in total project costs for energy conservation measures listed in attachment B. The energy conservation measures funded are Building Management System, phase 2 and community outreach.

The Grantee is responsible for informing the Department of Energy Resources (DOER) of all eligible expenses and Project deliverables as compared to the original proposal as set forth in Attachment B.

Note that no changes in Project scope can occur or proceed without the prior written authorization from the DOER.

2. Contingencies

The Grantee shall provide to the DOER's satisfaction, the required information as stated below as applicable to the Project(s), as soon as the information becomes available.

1. Documentation that the municipality has met, teleconferenced, or had an email exchange with its gas and/or electric public utility representatives regarding the availability of utility incentives for any eligible energy conservation or efficiency measures.
2. Documentation of having **applied for all gas and electric rebates** provided for eligible energy conservation or efficiency measures. The Grantee is required to have documentation from utilities regarding rebates before selection and installation of products.

3. Procurement

All procurement contracts and subcontracts entered into by public agencies and governmental bodies shall be governed by and in accordance with Massachusetts General Laws. Where applicable, such procurements, contracts and subcontracts shall be governed by the all provisions of either M.G.L. c.25A, § 11C or §11I, M.G.L. c.30B, or M.G.L c.149. All designer selection for building projects shall be governed by M.G.L. c.7, §§38A1/2 - O.

4. Program Schedule

The following are milestones to ensure timely completion of the Project(s). If the Grantee is unable to meet these milestones Grantee shall promptly contact the DOER.

- (1) Complete construction of the Project(s) – August 1, 2028
- (2) End of grant period – September 30, 2028

5. Disbursement of Funds

Initial Disbursement: Twenty-five percent (25%) of the award in the amount of Thirty Thousand Five Hundred Twenty Dollars and Twenty Five Cents (\$30,520.25) will be disbursed by the DOER subsequent to the execution of this grant agreement and upon the DOER's agreement that contingency number one as stated under Section Two Contingencies of this Scope of Grant Award has been fully satisfied.

Second Disbursement: Fifty percent (50%) of the award in the amount of Sixty One Thousand Forty Dollars and Fifty Cents (\$61,040.50), shall be disbursed upon verification by the DOER that twenty-five percent (25%) of the grant funds have been expended and that contingency number two as stated in Section Two Contingencies of this Scope of Grant Award has been fully satisfied and that all reporting requirements have been met. Reporting requirements will include submittal by the Grantee to the DOER of detailed dated invoices of Grantee's costs incurred to date.

Final Disbursement: Twenty-five percent (25%) of the award in the amount of Thirty Thousand Five Hundred Twenty Dollars and Twenty Five Cents (\$30,520.25) shall be disbursed after a site visit by the DOER, a review of the detailed invoices of the Project(s) and any other requested documentation and verification by the DOER that the Project(s) are complete, that one hundred percent (100%) of grant funds have been expended, evidence of approved utility incentives have been provided, and that all reporting requirements and requests by the DOER have been met, including submittal and approval of the Final Report.

Funds shall not be used for the reimbursement of any work related to this Project(s) performed before the contract Effective Date.

6. Grantee Warrants to Keep Facility Open

For Project(s) involving services or construction at facility(s) owned by or under the control of the Grantee, the Grantee hereby warrants and certifies that the facility (s) for which grant funds are designated will remain open and in service for at least five (5) years following completion of proposed project(s).

7. Separate Accounts

The Grantee shall at all times conduct its business and affairs in such a manner that any and all ledger accounts and records pertaining to the receipt and expenditure of the DOER funds under this Agreement shall be kept separate and distinct from all ledger accounts and records of the Grantee relative to any other enterprise which the Grantee has engaged in, developed, or administered.

8. Unused Funds

Any funds undisbursed or uncommitted by the Grantee after September 30, 2028, shall be promptly returned to the DOER within sixty (60) days.

9. Administrative Costs

Grantee's administrative costs shall not exceed ten percent (10%) of the maximum obligation contract amount of One Hundred Twenty Two Thousand Eighty One Dollars and No Cents (\$122,081.00).

10. Publicity

The municipality will coordinate with the DOER on all publicity regarding this Project(s).

11. Reporting and Other Required Documentation

- A. Should Grantee engage a third party to manage administrative functions of the program and rely on the internal controls of that third party, the third party shall provide the results of an internal controls audit annually according to the provisions Statements of Auditing Standards No. 70 to the DOER and Grantee.
- B. Grantee shall have a program to combat fraud, waste and abuse of funds and shall incorporate into its program guidance provided by the Office of the State Comptroller.
- C. **Quarterly reports:** The Grantee shall be required to file progress and financial reports once every quarter, unless specifically exempted in writing by the DOER. Quarterly reports are due by 5PM four (4) days after the completion of each of the following quarters:
 - a. July 1 – Sept 30
 - b. Oct 1 – Dec 30
 - c. Jan 1 – Mar 30
 - d. Apr 1 – June 30

Quarterly reports shall include:

- a. The progress and status of activities performed in relation to the Scope of Grant Award including an explanation of any delays or obstacles encountered in meeting the performance schedule as well as a description of efforts taken to resolve delays; and
 - b. The actual costs incurred to date by the Project, breaking down all costs in such manner as the DOER may prescribe.
- D. **Final report:** The final report shall be submitted within two (2) months after completion of the final project receiving funding, and shall include a summary of the projects completed, including project locations and capacity. All quarterly and final reports above shall be submitted to:

Green Communities Grants Email
GC-Grants@mass.gov

NOTE: If the services funded by this Agreement are solicited pursuant to M.G.L. Ch. 25A § 11C or § 11I, then the Grantee shall also comply with the monitoring and reporting requirements set forth in the DOER's regulations at 225 C.M.R. 10.00, 19.00 or other applicable regulations. For solar PV systems, registration with and reporting to the Massachusetts Clean Energy Center Production Tracking System (PTS) is required.

- E. **Ownership of Reports and Other Required Documentation:** The deliverables shall be owned by the Commonwealth of Massachusetts and treated as public documents. Following the completion of the contract both the Commonwealth of Massachusetts and the Grantee retain the right to make further use of the deliverables.

VI. ATTACHMENT D - BUDGET

Check one: X Initial Budget

____ Budget/Account Amendment. Maximum Obligation before this Amendment: _____

PRIOR MOSAIC DOCUMENT ID: _____ (for reference - if applicable)

CURRENT DOC ID: _____.

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

[illegible]

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	
FISCAL YEAR: <u>2027</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$122,079.00
FISCAL YEAR: <u>2028</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: <u>2029</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 1.00
FISCAL YEAR: <u>2030</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
FISCAL YEAR: <u>2031</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
TOTAL MAXIMUM OBLIGATION FOR DURATION OF CONTRACT	\$122,081.00

**VII. COMMONWEALTH OF MASSACHUSETTS
STANDARD CONTRACT ATTACHMENTS (ENCLOSED)**

1. COMMONWEALTH TERMS AND CONDITIONS
2. GRANTEE AUTHORIZED SIGNATORY LISTING
3. W-9 FORM
4. EFT



CITY OF MELROSE

HEALTH DEPARTMENT

Board of Health

Frank Brincheiro, MD

Lillian Kelly R.N.

Carol Ann Licitra, L.M.H.C.

Health Director

Anthony Chui, MPH

City Hall, 562 Main Street

Melrose, Massachusetts 02176

Telephone - (781)979-4130

health@cityofmelrose.org

To: Melrose City Council

From: Anthony Chui, Director of Health and Human Services

Date: August 5, 2026

Subject: Approval of MA Gaming Commission Municipal Block Grant Award

Dear Honorable City Council,

We are pleased to have been awarded \$51,300 from Massachusetts Gaming Commission's FY2027 Community Mitigation Fund program. This will be used to mitigate community impacts associated with the operation of Encore Boston Harbor while strengthening economic opportunity, public safety, public health, and quality of life for Melrose residents.

The Mayor's Office will be able to bring back its popular downtown Pop-Up Holiday Market in the Melrose Family YMCA courtyard. Building on the success of the City's Project Pop-Up initiative, the seasonal market will provide affordable retail space and business support for emerging entrepreneurs, artists, and makers, with a focus on local, BIPOC, and women-owned businesses. By lowering barriers to entry and increasing exposure during the busy holiday shopping season, the program will continue to expand economic opportunities for small businesses and strengthen downtown vitality.

The Police Department will be able to provide Incident Command System (ICS) training for patrol supervisors and command staff. As a regional partner that may be called upon to assist during a critical incident involving Encore Boston Harbor, ensuring officers are trained in standardized emergency response protocols will enhance coordination with law enforcement, fire, EMS, and other public safety agencies during large-scale emergencies.

Health and Human Services and Recreation will be able to expand its gambling harm prevention efforts through enhanced youth screening, messaging campaigns for youth and parents, and regional public health collaboration. Working with Melrose Public Schools and community partners, the project will strengthen early intervention, increase awareness of gambling-related risks, and improve access to behavioral health and financial support resources for vulnerable populations.

The Council on Aging/Milano Center will be expanding its arts, cultural, and entertainment programming for older adults. While casino trips remain a popular activity for many seniors, this funding will provide additional non-gambling recreational opportunities through performances by local musicians, artists, and entertainers. The initiative will support local arts while offering engaging and affordable alternatives that promote social connection and healthy aging.

Together, these projects will help the City address the local impacts of expanded gaming by supporting small businesses, improving emergency preparedness, preventing gambling-related harm, and enhancing recreational opportunities for older adults.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Anthony Chui', with a stylized, cursive script.

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



July 21, 2026

Via E-Mail

Anthony Chui
City of Melrose
562 Main Street,
Melrose, MA 02176

RE: FY 2027 Community Mitigation Grant Award- Melrose

Dear Anthony Chui:

Congratulations! I am pleased to inform you that the Mass Gaming Commission voted on June 18, 2026, to award Melrose's proposal to receive Community Mitigation Funds for this fiscal year. The purpose of this grant is to support communities and governmental entities by offsetting the impact costs related to the construction and operation of gaming facilities. After reviewing your application, we are confident that your grant-funded work will help make a difference.

Please see below for immediate info about your grant:

APPLICANT:	Melrose
GRANT YEAR:	FY 2027
MOSAIC ID:	2027MelroseBlockGrnt
TOTAL AWARD:	\$51,300
EXPIRATION DATE:	June 30, 2028

Enclosed with this letter are the MGC Grant and the State Contract. Additionally, Addendum A - Scope of Work and Terms and Conditions provides details regarding allowed expenditures. Please review all documents closely for more details on your grant such as special conditions and reporting requirements. You may find all necessary forms (ex. quarterly reports, close out, and more) on our website at <https://massgaming.com/about/community-mitigation-fund/forms/>. Should you have any questions, please reach out to the CMF team at mgccommunitymitigationfund@massgaming.gov for further clarification. Melrose's Grant and Contract must be signed by a person authorized to sign on behalf of the community and returned to this office as soon as possible. No expenditure can be made until they are fully received by MGC.

We look forward to working closely with you to ensure the successful completion of your grant-funded work and wish you the very best wishes for your continued success.

Sincerely,

Derek Lennon, Chief Financial and Accounting Officer

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

Contractor Legal Name
CITY OF MELROSE

d/b/a
MELROSE

Legal Address

As entered on Form W-9 or Form W-4

562 MAIN ST, MELROSE, MA 02176

Contract Manager Name
ANTHONY CHUI

Phone
(781) 979 - 4133

Fax

Email
ACHUI@CITYOFMELROSE.ORG

Vendor Code
VC 6000192115

Vendor Code Address ID
e.g. "AD001". AD 001

Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.

COMMONWEALTH INFORMATION

Department
MASSACHUSETTS GAMING COMMISSION

Mosaic Department Code
MGC

Contract Manager Name
MARY THURLOW

Business Mailing Address

101 FEDERAL ST, BOSTON, MA 02110

Billing Address If Different

Phone
(617) 979 - 8420

Fax

Email
MARY.THURLOW@MASSGAMING.GOV

Mosaic Transaction ID(s)
2027MELROSEBLOCKGRNT

RFR/Procurement or Other ID Number
BD-26-1068-1068C-1068L-121911

NEW CONTRACT

Procurement or Exception Type (Check one option only)

☐ **Statewide Contract**

(OSD or an OSD-designated department.)

☐ **Collective Purchase**

(Attach OSD approval, scope, and budget.)

☒ **Department Procurement** - Includes all Grants [815 CMR 2.00](#).
(Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)

☐ **Emergency Contract**

(Attach justification for emergency, scope, and budget.)

☐ **Contract Employee**

(Attach Employee Status Form, scope, and budget.)

☐ **Interim Contract with new Contractor**

(Attach justification for Interim Contract and updated scope/budget.)

☐ **Other Procurement Exception**

(Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)

CONTRACT AMENDMENT

Current Contract End Date

PRIOR to Amendment

Amendment Amount

Or Enter "No Change"

Amendment Type

Check one option only. Attach details of amendment changes.

☐ **Amendment to Date, Scope, or Budget**

(Attach updated scope and budget.)

☐ **Interim Contract with Current Contractor**

(Attach justification for Interim Contract and updated scope/budget.)

☐ **Contract Employee**

(Attach any updates to scope or budget.)

☐ **Other Procurement Exception**

(Attach authorizing language/justification and updated scope/budget.)

TERMS AND CONDITIONS

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

Check ONE option:

☒ [Commonwealth Terms and Conditions](#)

☐ [Commonwealth Terms and Conditions for Human and Social Services](#)

☐ [Commonwealth IT Terms and Conditions](#)

COMPENSATION

Check ONE option.

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

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

☒ **Maximum Obligation Contract**. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$51,300

Mosaic Transaction ID(s) 2027MELROSEBLOCKGRNT

PROMPT PAYMENT DISCOUNTS (PPD)

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.

COMMUNITY MITIGATION FUND GRANT FY27 - THIS CONTRACT IS INTENDED TO FUND THE PROJECTS OUTLINED BELOW AS APPROVED BY THE MASSACHUSETTS GAMING COMMISSION ON 6/18/2026. A COMPLETE SCOPE OF WORK FOR THESE PROJECTS CAN BE FOUND ATTACHED.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

- ☐ **YES** If YES, the Contractor's annual SDP commitment for this Contract is
- ☒ **NO** If NO, and the department is an Executive Department, enter the appropriate exemption:

ANTICIPATED START DATE (Complete ONE option only.)

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

- ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
- ☐ 2. may be incurred as of _____, 20____, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.
- ☐ 3. were incurred as of _____, 20____, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE

Contract performance shall terminate as of **JUNE 30, 2028**, 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, 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
DEREK LENNON	CFAO

ADDENDUM A- SCOPE OF WORK				
Grantee:	Melrose			
DOC ID:	2027MelroseBlockGrnt			
Grant Year:	2027			
Award Amount:	\$51,300			
Approved by Commission on:	06/18/2026			
Special Conditions:				
Project Name	Project Description	Timeline	QTY	Amount
Pop Up Melrose	Consulting/Management Fee/Project: Pop-Up Continuity Planning	October '26 – December '26	1	\$12,500
Pop Up Melrose	Mobile unit rental, buildout, design + delivery fee	October '26 – December '26	1	\$5,500
Pop Up Melrose	The Retail Playground 1-Year Membership for up to 10 brands	October 2026	1	\$1,500
Pop Up Melrose	Signage/Decor	October '26 – December '26	1	\$3,000
Pop Up Melrose	Marketing, Event + Influencer Support	October '26 – December '26	1	\$2,500
Gambling Harm Reduction	Screening tool integration & staff training & consultant to organize	FY27	1	\$6,300
Gambling Harm Reduction	Youth Action Team stipends & co-design activities	FY27	1	\$5,000
Gambling Harm Reduction	Peer-led outreach events	FY27	1	\$1,500
Gambling Harm Reduction	Regional health department lunch and learn	FY27	1	\$500
ICS (Incident Command System) Training	Emergency response coordination training	N/A	9	\$10,900.00
Council on Aging Community Outreach	Senior alternative entertainment programming	Every month in FY27	6	\$2,100.00



BD-26-1068-1068C-1068L-121911

*By and between the Massachusetts Gaming Commission and
The City of Melrose, Massachusetts*

This Fiscal Year (FY) 2027 Grant (the “Grant”) is entered into by and between the Massachusetts Gaming Commission (“Commission”), and the City of Melrose, Massachusetts (“Grantee”) (hereinafter “the Parties”) for an award in the amount of \$51,300 in accordance with M.G.L. c. 23K, §61 and the FY 2027 Community Mitigation Fund Guidelines. **This Grant Agreement expires on June 30, 2028.**

RECITALS

The following recitals are an integral part of this Grant Agreement:

1. The Grantee has qualified to apply for funding under M.G.L. c. 23K, §61 and the Grantee has submitted an Application to the Commission in accordance with M.G.L. c. 23K, §61 requesting disbursements to Grantee from the Community Mitigation Fund; and
2. The Commission has determined that the Grantee is eligible for the receipt of a Grant under the Community Mitigation Fund. The Grantee has agreed to accept the funds subject to all terms and conditions of this Grant.
3. The purpose of this Grant is to establish the specific scope, budget, and conditions for Grantee to provide to the Commission as part of this Grant; and
4. In consideration of the promises and the mutual covenants contained in this Grant, the receipt and legal sufficiency of which are hereby acknowledged, the Commission and the Grantee, intending to be legally bound, hereby agree as follows:

DEFINITIONS

Application: Shall mean the documents submitted in response to the Request for Response BID Number: BD-26-1068-1068C-1068L-121911 by the Grantee and, if applicable, the Response to the Request for Supplemental Information (RRSI) as approved by the Commission on 06/18/2026.

Effective Date: The Effective Date of this Grant or any amendment hereto is the date on which this Grant or an amendment is fully executed by all parties.

SECTION 1 THE GRANT

As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Commission: (a) all of the terms and conditions of this Grant, (b) the applicable provisions of M.G.L. c. 23K, Chapter 194 of the Acts of 2011, and 205 CMR, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Commission, the Commission hereby approves the following Grant: an amount that shall under no circumstances exceed fifty-one thousand three hundred dollars (\$51,300). The Parties hereby acknowledge and agree that the amount set forth in this section, as determined by the Commission in its sole discretion, is the maximum amount of funding that the Grantee may receive from the Commission under this specific Grant. This Grant is also subject to all the terms and conditions in the Commonwealth of Massachusetts – Standard Contract Form and Commonwealth Terms and



Conditions as issued by the Massachusetts Executive Office for Administration and Finance or the Interdepartmental Service Agreement, as applicable.

SECTION 2 COVENANTS, REPRESENTATIONS, AND WARRANTIES

The Grantee covenants and agrees that in exchange for this Grant, the Grantee shall and shall cause its employees, officials, agents, and representatives to perform and comply with the following covenants, and otherwise represents and warrants as follows:

2.1 The Grantee was awarded this Grant based on representations in its Grant Application and its RRSI regarding the Grant's intended purpose or use.

2.2 The Grantee hereby acknowledges and agrees that neither the Grantee nor any of its employees, officials, agents, or representatives has submitted nor shall submit any false or intentionally misleading information or documentation to the Commission in connection with this Grant, including the Application and RRSI, as applicable, and further acknowledges and agrees that the submission of any such information or documentation shall be a material breach of this Grant and may be cause for the Commission to revoke any and all payments otherwise due to the Grantee, to recoup any previous payments made to the Grantee, and/or to make the Grantee ineligible for any further funding from the Commission. The Grantee hereby further agrees that it shall have a continuing obligation to update and notify the Commission in writing when it knows or has any reason to know that any information or documentation submitted to the Commission contains false, misleading or incorrect information.

2.3 The Grantee certifies that the funds from this Grant will be used solely for the purposes outlined in **SECTION 3 SCOPE OF GRANT**.

2.4 The Grantee hereby agrees that it shall use its best efforts and resources to diligently satisfy and complete each of the terms and conditions of this Grant and the purposes for which the funding is being provided, as set forth in **SECTION 3 SCOPE OF GRANT**.

2.5 The Grantee hereby acknowledges and agrees that all expenditures of Grant funds shall be subject to review and audit by the Commission.

2.6 The Grantee hereby acknowledges and agrees that the scope of any activities prepared pursuant to this Grant shall be approved by the Commission's staff prior to the commencement of such actions.

2.7 The Grantee shall provide the Commission with all studies, reports or other documents prepared as part of this Grant. Copies of any studies, reports, or other documents prepared by the Grantee by its agents, associates, consultants, employees, partners, or servants insofar as they relate to this Grant shall be forwarded to the Commission.

2.8 The Grantee certifies that all goods and services procured in furtherance of this Grant, as described in **SECTION 3 SCOPE OF GRANT**, will be procured in accordance with all applicable federal, state and municipal laws, with written contracts, subject to the approval of the Commission's staff.

2.9 The funding is solely intended for use towards the execution of the items delineated in **SECTION 3 SCOPE OF GRANT** as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.



2.10 During the term of the Grant and for six years from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, receipts, contracts, and supporting materials relating to the Project.

2.11 The Grantee shall furnish to the Commission such further affidavits, certificates, opinions of counsel, surveys and other documents and instruments as may be required by the Commission to ensure that the terms of this Grant are being observed and performed in all respects.

2.12 The Grantee shall and shall cause its employees to comply with all provisions of this Grant, and all provisions of law that are applicable to the Grant; the Grantee shall take all action necessary to fulfill its obligations under this Grant and under all other agreements related to the Grant that have been referenced herein or otherwise approved by the Commission.

2.13 With respect to all actions taken in relation to the Grant, the Grantee and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with the contractors and vendors requiring them to observe and obey, all federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

2.14 The Grantee hereby acknowledges and agrees that the terms set forth in the Grant are intended solely to govern the disbursement of funds in accordance with M.G.L. c. 23K, §61. Nothing herein shall be construed as advice to, nor create a duty to provide advice to, the Grantee regarding legal or contractual requirements or best practices. Further, nothing in this Grant shall be construed as creating a duty or obligation on the part of the Commission to oversee or monitor the performance of any contractor, vendor, or other project participants.

2.15 The Grantee has read and fully understands the provisions of the Massachusetts Conflict of Interest law, M.G.L. c. 268A, and has implemented policies and procedures to ensure that all employees, agents, consultants, and representatives working on or for any project for which Grant funds will be used are in compliance with M.G.L. c. 268A to the extent that it is applicable.

2.16 The Grantee has implemented policies and procedures to prevent and eliminate fraud, waste, and abuse of public funds in connection with the expenditure of the funds from this Grant.

2.17 The Grantee represents that the acceptance of funding in accordance with the terms of this Grant does not and will not conflict with or result in the violation of any charter, by-law, ordinance, order, rule, regulation, statute or any other applicable provision of law or any order, rule, regulation or judgment of any court or other agency of government.

2.18 The Grantee represents that it has duly obtained all necessary votes, resolutions, appropriations, and local approvals for the actions set forth in **SECTION 3 SCOPE OF GRANT** and has taken all actions necessary or required by law to enable it to execute this Grant and to perform its obligations hereunder.

2.19 The Grantee represents that all meetings of all public bodies related to this Grant which relate in any way to the expenditure of funds from this Grant have been conducted, and shall be conducted, in compliance with the provisions of M.G.L. c. 30A, §§18–25, 940 CMR 29.00 et seq., and all other applicable law.



2.20 (if applicable) For Construction Projects: The Grantee shall provide Commission representatives with access to the Project site whenever Project work is in preparation or progress and shall provide such representatives with proper facilities for site access and inspection. The Grantee shall also provide the Commission with all executed contract documents related to the Project and plans and specifications prepared in relation to this Grant. The Grant will only fund a portion of construction costs. Grant funds will provide 100% of project costs up to \$250,000 and will fund up to 30% of the costs in excess of \$250,000 up to a maximum grant of \$1.5 million. If a municipality has more than one transportation construction project, the total cost of the combined projects will be used to determine the project subsidy (i.e., only the first \$250,000 of the combined projects receives the 100% subsidy). Any grant requests that exceed these funding limits require a waiver from the Commission. Applicants must demonstrate that the project will begin construction no later than June 30, 2026. Applicants may apply for Transportation Construction funds in future years for a project included in an FY 2026 application. However, any FY 2026 transportation construction project may not rely upon contributions from the Community Mitigation Fund in future rounds.

SECTION 3 SCOPE OF GRANT

Having received and reviewed the Application dated 01/28/2026 and supporting documentation submitted by the Grantee, the Commission hereby finds that the following are necessary and reasonable costs to offset costs related to the construction and operation of a gaming establishment. The Grantee hereby acknowledges and agrees that the scope of the Grant shall be governed by the following requirements:

3.1 The Grantee hereby certifies that the Community Mitigation Grant funds are for the sole and exclusive use by the City of Melrose as approved by the Commission on 06/18/2026.

3.2 The Grantee shall provide the Commission staff with a detailed scope, budget and timeline which shall be approved by the Commission's staff prior to the execution of the Grant.

3.3 If applicable to this Grant, in the event Grantee encounters or anticipates difficulty in meeting the project schedule, the Grantee must immediately notify the Commission's Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by the Commission of a project delivery schedule or date, or any rights or remedies provided by this Grant.

3.4 Any substantive deviation from Grantee's approved Scope of Work or budget, as outlined in the Application and this Grant, during project implementation may require re-evaluation and approval by the Commission.

3.5 If applicable to this Grant Agreement, the Grantee shall identify any other local, state or federal funds, including in-kind services being provided as matching funds for this grant.



3.6 Overview of Approved Scope: See Addendum A -SCOPE OF WORK.

3.7 Special Conditions: See Addendum A - SCOPE OF WORK.

SECTION 4 DISBURSEMENT OF THE GRANT

Subject to the terms and conditions set forth in this Grant, the Commission shall disburse Grant funds in accordance with the following:

4.1 Having completed review of the Application submitted by the Grantee, the Commission has determined that the Grantee is eligible for funding in the amount of \$51,300.

4.2 The funding is solely intended for use towards the execution of the items delineated in **SECTION 3 SCOPE OF GRANT** as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.

4.3 Eligible Costs. The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements. To be eligible for reimbursement, Project costs must be:

- a. Consistent with the Project Scope of Work, the Project Budget, and other provisions of the Grant.
- b. Reasonable for the goods or services purchased.
- c. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice.
- d. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee.
- e. Eligible for grant funding as part of the grant program through which the funds were awarded.

4.4 In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.

4.5 The Grantee may submit invoices to the Commission on a quarterly basis with the **Quarterly Report Form** pursuant to SECTION 5 of this Grant. The Commission shall make payments for eligible amounts to the Grantee as promptly as fiscal procedures permit upon receipt of Grantee's itemized invoice(s) via the Quarterly Report Form.

4.6 Following approval by the Commission staff as specified in **SECTION 3 SCOPE OF GRANT** and upon the Commission Staff's receipt and approval of an accounting of expenditures, and the receipt of either estimates of proposed expenditures of grant monies, a copy of an invoice, or proof of payment, the Commission shall either issue a check or transfer monies to the Grantee.

4.7 The payment schedule may be modified if the current payment procedure conflicts with the Grantee's accounting practices. Such a request must be made by the Grantee and approved by Commission Staff on a timely basis.

4.8 The Commission shall retain ten percent (10%) of the amounts invoiced until satisfactory completion of work as determined by Commission Staff. Upon a determination by Commission Staff of satisfactory completion of work along with receipt of final invoice and all required documentation from Grantee, the Commission shall pay the ten percent retainage to Grantee.



4.9 Acceptance and processing of the Final Payment by the Grantee shall indicate receipt of the Grant funds in full satisfaction of the approved scope. The Grantee shall provide the Commission with a final accounting after the expenditure of the Final Payment.

SECTION 5 QUARTERLY REPORTING REQUIREMENTS

The Grantee shall submit to the Commission a quarterly update on the expenditure of the Grant funds detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. Said quarterly reports shall be due:

November 15th for the period ending September 30th

February 15th for the period ending December 31st

May 15th for the period ending March 31st.

August 15th for the period ending June 30th

SECTION 6 AMENDMENTS

This Grant may be amended only through a written amendment signed by duly authorized representatives of the Commission and the Grantee. Grantees looking to amend their Grant must submit a written request to amend the Grant to the Commission's Program Manager. An amendment to the Grant may be made at the Commission's discretion if the request to amend is consistent with the provisions of this Grant. Grant funds may only be moved between projects within the Grant. Funds may not be moved between previously awarded Grants and this Grant.

SECTION 7 FINAL REVIEW, AUDIT AND CLOSE-OUT

7.1 Upon expenditure of all funds distributed under this Grant, the Grantee shall submit a Grant Review Form and a Close-Out Report Form, which shall include an overview of the goals and objectives stated in the grant application; all documents as further described in Section 2.7 of the Grant; and a description of the changes, if any, that were made to the project that differ from the Application. The Close-Out Report Form shall include a summary of key program accomplishments and shall include:

- a. The Grantee shall submit the Grant Review Form and Close-Out Report Form to the Commission prior to submitting the Request for the Final Payment.
- b. The Grantee must provide the Commission with a final accounting including the remaining balance of the Final Payment.
- c. The Grantee must return any funds due to the Commission because of refunds, corrections, or audits.
- d. The Commission may request any supplemental information it deems necessary to ensure that the funds were expended in accordance with **SECTION 3 – SCOPE OF THE GRANT**. The Commission may conduct, or cause to be conducted, an audit of the transactions and expenditures made by the Grantee in connection with this Grant.

7.2 In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.



7.3 Unused funds must be promptly returned to the Commission upon the completion of the items identified in **SECTION 3 SCOPE OF GRANT** or the expiration of the grant. In the event of disagreement, the Commission may require the Grantee to return any funds which remain unexpended 60 days after the completion of the grant scope.

SECTION 8 INDEMNIFICATION

8.1 To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the Commission, commissioners, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the Commission, its commissioners, agents or employees arising out of any activities undertaken by, for, or on behalf of the Grantee relative to the expenditure, disbursement, or use of the funds associated with this Grant or any activities, acts or omissions in relation to the Grant including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Grant. This Section shall not be construed to negate or abridge any other obligation of indemnification running to the Commission which would otherwise exist.

8.2 No member or employee of the Commission shall be held personally or contractually liable by or to the Grantee under any provision of this Grant, because of any breach of this Grant, or because of its execution or attempted execution.

SECTION 9 CERTIFICATIONS FILINGS AND SUBMISSIONS

All certifications, filings, and submissions to the Commission in furtherance of this Grant shall be made by a duly authorized representative of the Grantee. Such representative shall acknowledge that such certification, filing, or submission is true, complete and accurate, to the best of the Grantee's knowledge.

SECTION 10 GOVERNING LAW, VENUE, AMENDMENT AND SEVERABILITY

10.1 This Grant shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In case any provision(s) hereof shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit the enforcement of this Grant; otherwise, this Grant shall be construed as though such provision(s) had never been made a part hereof.

10.2 Any civil action brought against the Commission by the Grantee, or any person or entity claiming through or under it, which arises out of the provisions of this Grant, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The Grantee, for itself and for any person or entity claiming by through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The Grantee for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any civil action against the Commission that may arise out of the provisions of this Grant.

10.3 This Grant and any amendments hereto shall be deemed null and void and of no further force or effect unless it is executed by a duly authorized representative of the Commission and a duly authorized representative of the Grantee. The undersigned, who are signing on behalf of the Grantee, hereby warrant and represent that they possess the full legal authority to execute this Grant on behalf of the



Grantee and to bind the Grantee to its terms and conditions. In the event that the Commission later determines that the undersigned are not duly authorized to execute this Grant and to bind the Grantee, the Commission may, in its sole discretion, take whatever action it deems necessary to terminate this Grant, to suspend or terminate payments to the Grantee and to recoup any funds disbursed to the Grantee. Any rights and remedies available to the Commission under the provisions of this Grant shall be in addition to any other rights and remedies provided by law.

SECTION 11 WAIVER OF GRANT TERMS, CONDITIONS, AND OBLIGATIONS

11.1 The terms, conditions, covenants, duties, and obligations contained in this Grant may be waived only by written agreement executed by duly authorized representatives of the Commission and the Grantee. No waiver by either party of any term, condition, covenant, duty or obligation shall be construed as a waiver of any other term, condition, covenant, duty or obligation nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provision of this Grant. Forbearance or indulgence in any form or manner by either Party to this Grant shall not be construed as a waiver, nor in any way limit the remedies available to that party.

11.2 The Commission's payment(s) to the Grantee under this Grant or its review, approval, or acceptance of any actions by the Grantee under this Grant shall not operate as a waiver of any rights or remedies available to the Commission under this Grant or as otherwise provided by law.

SECTION 12 TERMINATION

12.1 The Grantee hereby acknowledges and agrees that the Commission may terminate the Grant, in whole or in part, at any time with or without cause, or if it determines in its sole discretion that the Grantee failed to comply with any provision of the Grant.

12.2 The Grantee hereby further acknowledges and agrees that in the event of termination by the Commission, the Commission may revoke any and all remaining payments otherwise due to the Grantee and may recoup any previous payments made to the Grantee.

12.3 In the event of termination by the Commission, the Commission shall provide written notice of termination to the Grantee, which shall state the effective date of said termination as well as the reason(s) for termination. Such written notice shall include whether the Commission intends to recoup previous payments made to the Grantee pursuant to the Grant.

SECTION 13 NOTICE

13.1 Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee in one of the following manners: (a) in-hand; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by email and such notices shall be addressed as follows:



If to the Commission:

Massachusetts Gaming Commission
101 Federal Street, 12th Floor.
Boston, MA 02110
Attention: Chief of Community Affairs
Email: MGCCMF@massgaming.gov

If to the Grantee:

City of Melrose
562 Main Street
Melrose, MA 02176
Attention: Anthony Chui
Email: achui@cityofmelrose.org

Any notice shall be effective only upon receipt.

13.2 The Grantee must provide the Commission with updated contact information in a timely manner if there are any changes to staff assigned to manage this Grant.

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



IN WITNESS WHEREOF, the Massachusetts Gaming Commission and the Grantee have caused this Grant Agreement to be executed by their duly authorized representatives on the Effective Date.

SIGNATORY AUTHORITY OF GRANTEE

MASSACHUSETTS GAMING COMMISSION

By: _____
(Signature)

By: _____
(Signature)

(Print name)

Derek Lennon

(Print name)

Title:

CFAO

Title:

Effective Date *(To be filled out by MGC Staff)*: _____



ADDENDUM A- SCOPE OF WORK				
Grantee:	Melrose			
MMARS ID:	2027MelroseBlockGrnt			
Grant Year:	2027			
Award Amount:	\$51,300			
Approved by Commission on:	06/18/2026			
Special Conditions:				
Project Name	Project Description	Timeline	QTY	Amount
Pop Up Melrose	Consulting/Management Fee/Project: Pop-Up Continuity Planning	October '26 – December '26	1	\$12,500
Pop Up Melrose	Mobile unit rental, buildout, design + delivery fee	October '26 – December '26	1	\$5,500
Pop Up Melrose	The Retail Playground 1-Year Membership for up to 10 brands	October 2026	1	\$1,500
Pop Up Melrose	Signage/Decor	October '26 – December '26	1	\$3,000
Pop Up Melrose	Marketing, Event + Influencer Support	October '26 – December '26	1	\$2,500
Gambling Harm Reduction	Screening tool integration & staff training & consultant to organize	FY27	1	\$6,300
Gambling Harm Reduction	Youth Action Team stipends & co-design activities	FY27	1	\$5,000
Gambling Harm Reduction	Peer-led outreach events	FY27	1	\$1,500
Gambling Harm Reduction	Regional health department lunch and learn	FY27	1	\$500
ICS (Incident Command System) Training	Emergency response coordination training	N/A	9	\$10,900.00
Council on Aging Community Outreach	Senior alternative entertainment programming	Every month in FY27	6	\$2,100.00



CITY OF MELROSE

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

LORI MASSA, AICP
Director & City Planner

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

MEMORANDUM

TO: Mayor Jennifer Grigoraitis
Melrose City Council

FROM: Lori Massa, Director
Ingrid Winkler, Conservation Agent

CC: Shannon Phillips, City Solicitor
Lauren Grymek, Chief of Staff
Sarah MacLellan, Assessor

DATE: August 5, 2026

RE: Acceptance of Donated Parcel for Conservation Commission

The Office of Planning and Community Development requests that the City Council accept a parcel of land that has been donated to the City for conservation purposes. The parcel is located in the southeastern portion of the City near Dexter Road and Regan's Way. The parcel ID is H3 0 12-1.

The donation was initiated through an application from Szecon Development Inc to the Planning Board for a Slope Protection Special Permit for 59 Dexter Road, lot H3 0 12, in order to construct a single-family dwelling on the lot that has slope protected area. The proposal included creating a 4.8-acre, land-locked lot behind the new single-family house that contains a pond and steep slopes. The Applicant proposed donating the land to the City for conservation purposes. The Conservation Agent at the time when this project was permitted was in support of this proposal and was involved with creating the conditions of approval. The land is contiguous with existing conservation land, which makes it even more of an asset than if it was in isolated parcel.

In approving the Special Permit, the Planning Board conditioned that the parcel be donated to the City for preservation in perpetuity to ensure that the donation occurred.

The attached deed has been reviewed and approved by the City Solicitor for the donation of land to the City of Melrose for conservation purposes in accordance with MGL Chapter 40, Section 8C, to be held in the care, custody and control of the Conservation Commission.

If approved by City Council, the Mayor may sign the Deed and the current owner's attorney will effect the transfer by recording at the registry.

Thank you for your consideration.

Attachments: Quitclaim Deed and Conditions for Parcel A on Plan 443 of 2024Melrose, MA 02176

Plan 443 of 2024Melrose, MA 02176
Trustee's Certificate

Return to:

QUITCLAIM DEED
and
CONDITIONS

LAURA SZEKELY, TRUSTEE of 79 DEXTER ROAD REALTY TRUST, a Massachusetts Nominee Realty Trust, u/d/t dated February 3, 2023 and being evidenced by a Certificate pursuant to MGL ch. 184, sec. 35, recorded with said Registry of Deeds in Book 83933, Page 510, of Andover, Essex County Massachusetts, of 142 Haggett's Pond Road, Andover, MA 01810, with a mailing address of P.O. Box 27, Andover, MA 01810 (the "Grantor"),

for consideration of One and 00/100 (\$1.00) Dollar, and other consideration paid,

grant to the City of Melrose, a municipal corporation in Middlesex County, Commonwealth of Massachusetts (the "Grantee"), with its office in City Hall, 562 Main Street, Melrose, Massachusetts, 02176,

with **Quitclaim Covenants**, the following:

A certain parcel of land situated in Melrose, Middlesex County, Commonwealth of Massachusetts, being shown as Parcel A on a plan entitled "Plan of Land in Melrose, Massachusetts" prepared by Williams & Sparages, Engineers, Scientists, Surveyors, 189 North Main Street, Suite 101, Middleton, Massachusetts, said plan dated June 24, 2024 and recorded with Middlesex South District Registry of Deeds as Plan No. 443 of 2024.

Containing 4.8± acres of land, more or less, according to said plan.

The land conveyed is dedicated to conservation purposes in accordance with M.G.L. Chapter 40, Section 8C, and shall be held in the care, custody and administrative control of the Melrose Conservation Commission, a duly organized branch of said municipality having the same address; pursuant to valid majority votes of the Melrose City Council taken on _____, 2026,

Property: Parcel A on Plan 443 of 2024 Melrose, MA 02176

THE GRANTOR AND GRANTEES HAVE AFFIRMED, CONFIRMED AND ADOPTED THE FOLLOWING PURPOSES FOR THIS DEED:

- A. The property provides significant scenic, and aesthetic value in its present state as a natural area and open space;
- B. The property contains both wetlands and upland habitat.
- C. The Property abuts property known as “Lot 5A”; “Plan of Land in Melrose, Massachusetts” prepared by Williams & Sparages, Engineers, Scientists, Surveyors, 189 North Main Street, Suite 101, Middleton, Massachusetts, said plan dated June 24, 2024 and recorded with Middlesex South District Registry of Deeds as Plan No. 443 of 2024;
- D. The City of Melrose has promulgated that the “preservation and protection of open space and natural resources is a high priority for Melrose residents”;

The terms of this Deed for Parcel A are as follows:

- 1. **Prohibited Activities.** Except as otherwise herein provided, neither the Grantor nor the Grantee shall perform nor permit others to perform any of the following acts or uses on, over or under the Property:
 - a. Construction or placing of any building, tennis court, landing strip, mobile home, swimming pool, septic system, road, sign, fence, billboard or other advertising display, utilities, conduits, poles, antennas, towers, windmills, solar panels or other temporary or permanent structures or facilities on, over or under the ground;
 - b. Dumping or placing of soil, grass clippings, compost, yard debris or other substances on the ground as landfill or dumping or placing of vehicle bodies or parts, junk, trash, refuse, solid or chemical waste or unsightly or offensive materials or the installation of underground storage tanks;
 - c. Cutting, removal or destruction of trees, grasses, shrubs, or other vegetation;
 - d. Use of the Property except for passive outdoor recreational purposes or other purposes that permit the Property to remain predominantly in its open condition;
 - e. Activities detrimental to drainage, flood control, water or soil conservation, wildlife or plant habitat, water quality, erosion control or scenic values;

- f. Any other use of the Property or activity which would impair the conservation values of the Property as set forth herein unless such use or activity is necessary and desirable for the protection of those conservation values.
- 2. **Reserved Rights.** Notwithstanding anything contained in paragraph 1, the following activities shall be allowed or permitted on the property:
 - a. Any activities designed to enhance the ecological and natural historical value of the Property or to enhance the awareness of such values, including but not limited to the creation of open space, all in accordance with the plan prepared by the Grantor and approved by the Grantee;
 - b. Activities designed to enhance the ecological or natural historic value of the Property, including wildlife habitat improvement;
 - c. Hiking, wildlife observation and other passive outdoor recreational and educational activities consistent with conservation purposes;
 - d. Such other activities as are consistent with conservation purposes.
- 3. The exercise of any reserved right shall be in compliance with the then-current Zoning By-law applicable to the Property, the Wetlands Protection Act (General Laws Chapter 131, Section 40) and all other applicable provisions of federal, state and local law.
- 4. **Access by the Public.** It is hereby agreed that the general public may pass and repass over the Property by foot, to and from adjacent land of said City of Melrose for purposes of quiet outdoor recreational and educational activities, provided
 - a. that any such activity shall be limited to daylight hours;
 - b. that dogs shall be leashed at all times;
 - c. that no motor vehicles of any kind shall be permitted;
 - d. that no dumping, waste disposal or littering of any kind be allowed.

To the extent permitted by law, the Grantor and the Grantee hereby expressly disclaim any duty to maintain the property or warn persons who may enter upon the same. Pursuant to M.G.L. c. 21, s.17c, neither the Grantor or the Grantee is liable to any member of the public who uses the Property in the absence of willful, wanton or reckless conduct by the Grantor or Grantee.

5. **Representations of the Grantee.** The Grantee represents that it is a municipality established, pursuant to Massachusetts General Laws, that it is organized and operated as a municipal entity with an intent and purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and for other scientific and educational purposes, that it has both the necessary funds and commitment to hold this land exclusively for conservation and to enforce its terms and that it is a “Qualified Organization” as that term is defined in Section 170 (h)(3) of the Internal Revenue Code of 1986, as amended.
6. **Binding Effect: Interpretation.** The burdens of these restrictions shall be deemed to run with the Property, shall be enforceable against the Grantor, the Grantor’s successors in title to the Property and any person holding any interest therein by the Grantee, its successors and assigns and its duly designated officers, members, employees or agents, and by the Hillside Park Homeowner’s Association.
7. **Effective Date.** The Grantor and the Grantee intend that the restrictions arising hereunder take effect when all the requisite signatures have been obtained and this document has been recorded in the Registry of Deeds.
8. **Termination of Rights and Obligations.** Notwithstanding anything to the contrary contained herein, the rights and obligations under this deed restriction of any party holding any interest, except that liability for acts or omissions occurring prior to transfer and liability for the transfer itself if the transfer is in violation of this deed restriction shall survive the transfer.
9. **No Merger.** No future assignment of Grantor’s or Grantee’s interest in the Property or future acquisition of any additional interest in the Property by Grantor or Grantee shall cause this deed to merge with the fee or have the effect of causing any of the terms thereof to be rendered unenforceable by reason of the so-called “doctrine of merger”.

For Grantor’s title, see deed dated March 24, 2025 and recorded on April 4, 2025 at the Middlesex South Registry of Deeds in Book 83933, Page 513.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Mayor of the City of Melrose,
Massachusetts, hereto being duly authorized by the City Counsel for the City of
Melrose, Massachusetts, hereby acknowledges the provisions of the Deed and
Conditions connected hereto and has executed this Deed and Conditions on
_____, 2026.

CITY OF MELROSE

By:

Name: Jennifer Grigoraitis

Title: Mayor

COMMONWEALTH OF MASSACHUSETTS)

)

COUNTY OF MIDDLESEX

On this _____ day of _____, 2026, before me, the undersigned
notary public, personally appeared Jennifer Grigoraitis, as Mayor of the City of Melrose,
Massachusetts, proved to me through satisfactory evidence of identification, which was
Mass. Driver's License, to be the person whose name is signed on the preceding or
attached document, and acknowledged to me that she signed it voluntarily for its stated
purpose.

Notary Public

My Commission Expires:

Return to:

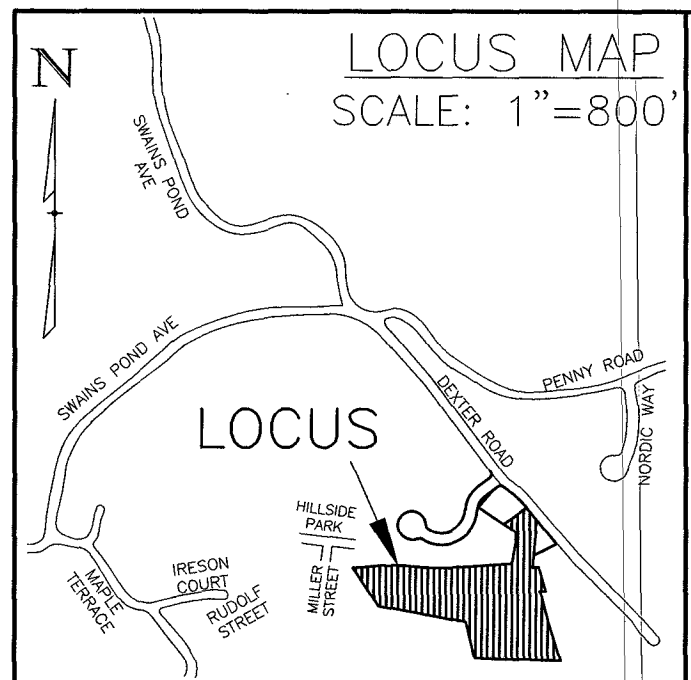
TRUSTEE'S CERTIFICATE

Property: Parcel A on Plan 443 of 2024, Dexter Road, Melrose, MA 02176

The undersigned, I, **Laura Szekely, Trustee of 79 Dexter Road Realty Trust, u/d/t dated February 3, 2023**, filed at the Land Registration Office of Middlesex South Registry of Deeds on February 8, 2023 as Document 1931954 on Certificate 281371, hereby certify as follows:

1. I am the sole Trustee of said Trust.
2. The Trust has not been altered, amended, revoked or terminated and is in full force and effect.
3. Pursuant to the Trust, the Trustee has the authority to take such action as may be directed by all of the Beneficiaries of the Trust.
4. All of the Beneficiaries are over 21 years of age and are not legally incapacitated and have instructed the Trustee to enter into the within transaction.
5. Pursuant to the Trust, all of the Beneficiaries have specifically directed the Trustee to execute and deliver a deed and make any corrections and additions needed to perfect a deed transferring **a portion of land shown as Parcel A on Plan 443 of 2024, containing 4.8± acres of land according to said plan, on Dexter Road, Melrose, Massachusetts, 02176**, to, **the City of Melrose, a municipal corporation in Middlesex County**, for **\$1.00**, and also to sign any and all other documents required in order to facilitate the sale of said real estate, including, but not limited to, required government forms concerning the transaction and the reporting of the sale to the Internal Revenue Service; and to do all other things necessary or convenient to accomplish the sale of said real estate.

For title, see Deed from Stanley Family Realty Trust to Grantor dated March 24, 2025 and recorded on April 4, 2025 at Middlesex South Registry of Deeds at Book 83933, Page 513.



ZONE: SR-A

MINIMUM LOT AREA: 15,000 S.F.
MINIMUM LOT FRONTAGE: 100 FEET
MINIMUM LOT WIDTH: 100 FEET **
MINIMUM LOT DEPTH: 90 FEET

MINIMUM FRONT YARD: 25 FEET
MINIMUM SIDE YARD: 15 FEET
MINIMUM REAR YARD: 40 FEET

MINIMUM AREA OUTSIDE OF
SLOPE PROTECTION: 15,000 S.F. *

* SEE SLOPE PROTECTION SPECIAL PERMIT APPROVED BY
MELROSE PLANNING BOARD ON FEBRUARY 1, 2024.

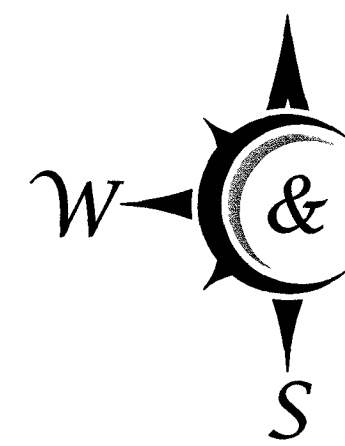
** LOT WIDTH FOR LOTS 3, 4 AND 5 (LC CASE 9072)
IS 95.23 FEET AND IS PREEXISTING NONCONFORMING.

PLAN OF LAND IN MELROSE, MASSACHUSETTS

SCALE: 1"=40'



DATE: JUNE 12, 2024



**WILLIAMS
SPARGES**
ENGINEERS & ARCHITECTS SURVEYORS
189 NORTH MAIN STREET
SUITE 101
MIDDLETON, MA 01949
PHONE: (978) 539-8088
FAX: (978) 539-8200
WSENGINEERS.COM

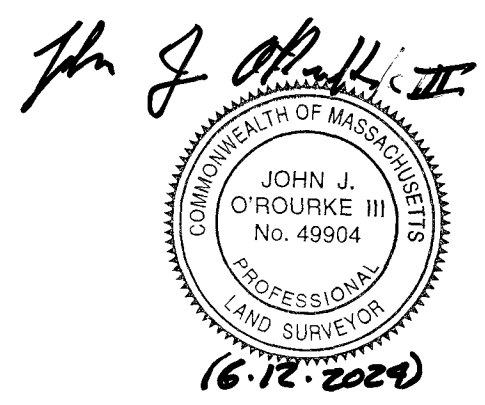
APPLICANT:
79 DEXTER ROAD REALTY TRUST
LAURA SZEKELY, TRUSTEE
142 HAGGETTS POND ROAD
ANDOVER, MA 01810
DEED REFERENCE: BOOK 1599 PAGE 39
CERTIFICATE #281371

OWNER:
STANLEY FAMILY REALTY TRUST
PRISCILLA L. ROUTHIER, TRUSTEE
14 MCLAUGHLIN AVENUE
SALEM, NH 03079
DEED REFERENCE: BOOK 55692 PAGE 524

PROJECT LOCUS:
DEXTER ROAD
ASSESSORS ID: H3-0-12

NOTE:
SEE LAND COURT PLAN (CASE 14024) FOR LOTS 3
AND 4 SHOWN ON THIS PLAN (55 DEXTER).

SEE LAND COURT PLAN (CASE 9072) FOR LOTS 3,
4 AND 5 SHOWN ON THIS PLAN (79 DEXTER).



APPROVAL UNDER THE SUBDIVISION
CONTROL LAW NOT REQUIRED
MELROSE PLANNING BOARD

John J. O'Rourke III
Carl M. M... ..
...
DATE: June 12, 2024

ENDORSEMENT OF THE ABOVE PLAN IS
NOT A DETERMINATION OF COMPLIANCE
WITH THE MELROSE ZONING ORDINANCE.

NOTE:
LOTS 3 (LC CASE 14024) AND 3A ARE NOT TO BE CONSIDERED
SEPARATE BUILDING LOTS, BUT ARE TO BE HELD IN COMMON
OWNERSHIP TO FORM ONE BUILDING LOT. (TOTAL LOT AREA =
17,391 S.F.)

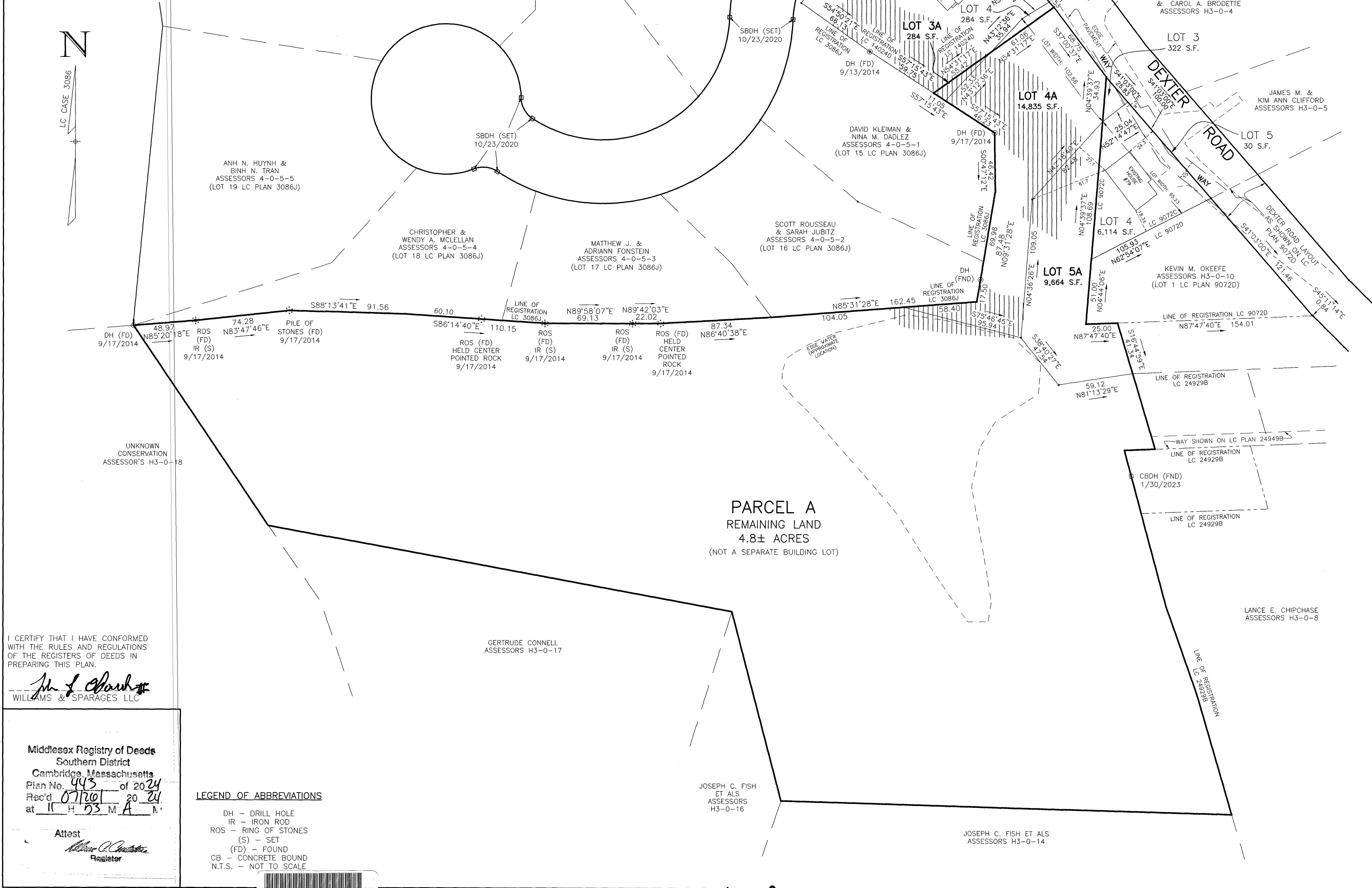
LOTS 3 (LC CASE 9072), 4 (LC CASE 14024) AND 4A ARE NOT
TO BE CONSIDERED SEPARATE BUILDING LOTS, BUT ARE TO BE
HELD IN COMMON OWNERSHIP TO FORM ONE BUILDING LOT. (TOTAL
LOT AREA = 15,441 S.F.)

LOTS 4 (LC CASE 9072), 5 (LC CASE 9072) AND 5A ARE NOT TO
BE CONSIDERED SEPARATE BUILDING LOTS, BUT ARE TO BE HELD
IN COMMON OWNERSHIP TO FORM ONE BUILDING LOT. (TOTAL LOT
AREA = 15,808 S.F.)

PARCEL A IS NOT TO BE CONSIDERED A SEPARATE BUILDING LOT.

LOCUS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA AS
SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 25017C0433E
EFFECTIVE DATE: JUNE 4, 2010.

LOT AREAS FOR LC CASE 9072 LOTS 3, 4 AND 5 INCLUDE THE
AREAS IN THE "WAY".



**PARCEL A
REMAINING LAND
4.8± ACRES
(NOT A SEPARATE BUILDING LOT)**

I CERTIFY THAT I HAVE CONFORMED
WITH THE RULES AND REGULATIONS
OF THE REGISTERS OF DEEDS IN
PREPARING THIS PLAN.

John J. O'Rourke III
WILLIAMS & SPARGES LLC

Middlesex Registry of Deeds
Southern District
Cambridge, Massachusetts
Plan No. 443 of 2024
Rec'd 07/20/24 20 24
at 11 H 53 M A h.

Attest

...
Register

LEGEND OF ABBREVIATIONS

DH - DRILL HOLE
IR - IRON ROD
ROS - RING OF STONES
(S) - SET
(FD) - FOUND
CB - CONCRETE BOUND
N.T.S. - NOT TO SCALE



2024 00000443
Bk: 2024 Pg: 443 Doc: PLAN
Page: 1 of 1 07/26/2024 11:53 AM

JOSEPH C. FISH
ET ALS
ASSESSORS
H3-0-16

JOSEPH C. FISH ET ALS
ASSESSORS H3-0-14

LANCE E. CHIPCHASE
ASSESSORS H3-0-8

443 of 2024



CITY OF MELROSE

HEALTH DEPARTMENT

Board of Health

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

Health Director

Anthony Chui, MPH

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

To: Melrose City Council
From: Anthony Chui, Health Director
Date: August 10, 2026
Subject: Renewal of the Intermunicipal Agreement for Shared Health Department Services

I am writing to respectfully request that the City Council authorize renewal of the Intermunicipal Agreement (IMA) that establishes our shared Health Department with the Towns of Stoneham and Wakefield for an additional three-year term.

Since its adoption in January 2023, this partnership has demonstrated success. By sharing staff capacity, expertise, and programmatic resources, Melrose, Wakefield, and Stoneham have met all minimum statutory public health requirements while strengthening our ability to respond to environmental health needs, community health trends, and emerging public health challenges. The regional model has also proven to be fiscally responsible, enabling all three communities to leverage grant funding and shared infrastructure more effectively. This includes expanded capacity for health inspections, community wellness initiatives, nursing services, prevention programming, and data analysis, all of which align with state public health goals.

In addition to regulatory and fiscal benefits, the partnership has strengthened our response to shared challenges around community health issues such as chronic disease, substance use, mental health concerns, and social determinants of health. Renewing the IMA will allow us to maintain continuity, retain skilled staff, and continue building on the strong framework already in place.

I respectfully request the Council's support in renewing the agreement for another three-year term so that Melrose may continue benefiting from this regional model.

Sincerely,

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

AGREEMENT

This Intermunicipal Agreement dated as of this **1st day of July, 2026**, (this "Agreement") between the City of Melrose, a Massachusetts municipal corporation having a usual place of business at 562 Main Street, Melrose, Massachusetts 02176, acting by and through its Mayor, the Honorable Jennifer Grigoraitis, the Town of Wakefield, a Massachusetts municipal corporation having a usual place of business at the William J. Lee Memorial Town Hall, One Lafayette Street, Wakefield, Massachusetts 01880, acting by and through its Town Council ("Wakefield"), and the Town of Stoneham, a Massachusetts municipal corporation having a usual place of business at 35 Central Street, Stoneham, Massachusetts 02180, acting by and through its Select Board ("Stoneham").

WITNESSETH THAT:

WHEREAS, Melrose, Stoneham, and Wakefield desire to share the services, costs and efficiencies of a common Health and Human Services Department; and

WHEREAS, each of the parties has obtained authority to enter into this Agreement pursuant to G.L. c. 40, s 4A;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree under seal as follows:

1. Common Health and Human Services Department. During the Term of this Agreement, Melrose, Stoneham, and Wakefield shall share certain services provided by and the costs associated with a Common Health and Human Services Department as identified below. Notwithstanding any other provision of this Agreement to the contrary, Melrose, Stoneham, and Wakefield shall maintain separate Boards of Health, which shall be vested with the authority for setting health policy within their respective communities and municipal limits.
2. Term. The term of this Agreement shall commence on July 1, 2026, and shall expire on June 30, 2029, unless earlier terminated as set forth herein. On or before January 31, 2029, the Parties shall review this relationship and jointly agree on whether the Agreement will be extended and on what terms beyond June 30, 2029.
3. Identity of Health and Human Services Department Director and Shared Staff. Subject to appropriation, the parties shall share the services and costs of the incumbent Director of the Health and Human Services Department of Melrose, Anthony Chui, MPH, or a successor hired through the standard personnel practices of Melrose, and of certain Health and Human Services Department staff in Melrose, all of whom, together with their respective annual compensation amounts, are identified in Exhibit A. Melrose may, from time to time, adjust such personnel and compensation amounts, provided that in each instance Melrose shall promptly notify Stoneham and Wakefield by delivery of revised copies of Exhibit A. As each iteration of Exhibit A is replaced by its successor, the latest such iteration shall be substituted for it as an attachment to this Agreement.
4. Compensation. Melrose shall pay the Health and Human Services Department Director and staff pursuant to this Agreement and in accordance with the terms set forth in Exhibit A hereto, as the same may be revised from time to time. Each party to this Agreement is free to

employ additional staff at such municipality's sole expense. Stoneham and Wakefield shall contribute their respective share of the Melrose Health and Human Services Department costs by paying to Melrose a variable sum, as required by the terms and conditions of this Agreement and as set forth on Exhibit A hereto and as may be amended from time to time, per fiscal quarter during the Term, each payment to be due and payable within fifteen (15) days after the commencement of such fiscal quarter (i.e., after 7/1, 10/1, 1/1 and 4/1). Melrose shall adjust the compensation it pays the Health and Human Services Department Director and shared staff as it may be required to do in accordance with any collective bargaining agreement and standard personnel practices which impact upon the Health and Human Services Department Staff, both managerial and labor, and shall give prompt written notice to Stoneham and Wakefield of any such adjustment. Stoneham and Wakefield shall adjust its quarterly payments accordingly. In the event that any collective bargaining agreement requires Melrose to make a lump sum payment to any member of the Health and Human Services Department Director and staff reflecting a retroactive salary increase during the Term, Melrose shall promptly give written notice thereof to Stoneham and Wakefield, and Stoneham and Wakefield shall, within sixty (60) days thereafter, pay Melrose their requisite contribution to shared staff salary to the extent that the retroactive pay period includes any part of the Term hereof. For Fiscal Year 2027, the compensation paid by Stoneham and Wakefield to Melrose shall be in accordance with Exhibit A attached hereto.

5. Other Collective Bargaining Agreement Benefits. Melrose shall provide the Health and Human Services Department Director and shared staff with all benefits to which they are entitled under standard personnel practices and their collective bargaining agreement. All parties agree to allow the Health and Human Services Department Director and shared staff to enjoy such vacation, sick days, personal days, and other leave as they may be entitled to receive under such agreement and under any applicable legislation. No party shall make any demand on the Health and Human Services Department Director and shared staff or take any action with respect to a member of the Health and Human Services Department Staff that is in violation of their rights under standard personnel practices or their collective bargaining agreement or under any applicable legislation.

6. Retirement, Workers Compensation, Unemployment Insurance, Health, and Life Insurance Benefits. The Health and Human Services Department and shared staff will remain members of the Melrose Contributory Retirement System. Upon their retirement, Stoneham and Wakefield will be assessed a share of the cost of pension plans reflecting any concurrent time an employee spent working for Stoneham and Wakefield hereunder pursuant to applicable Massachusetts General Laws. At the end of each fiscal year, Stoneham and Wakefield shall reimburse Melrose for its workers' compensation and unemployment insurance costs associated with the employment of the Health and Human Services Department Director and shared staff, such reimbursement to be equal to the product of Stoneham's and Wakefield's contribution to the Health and Human Services Department Director and shared staff's salaries during such year multiplied by the rate paid by Melrose for workers' compensation insurance and unemployment insurance for the Health and Human Services Department Director and shared staff for such year. Stoneham and Wakefield shall also reimburse Melrose for its health and life insurance costs associated with the Health and Human Services Department Director and shared staff, said reimbursement to be equal to the proportion of Stoneham's and Wakefield's contribution to the Health and Human Services Department Director and shared staff salaries.

7. Duties. The Health and Human Services Department Director and shared staff shall perform the duties of the Health Department as required by the respective local laws of Melrose, Stoneham, and Wakefield. Each party shall provide the Health and Human Services Department Director and shared staff with office space and office equipment for work within the respective communities. The Health and Human Services Department Director and shared staff shall work primarily in the office space provided by Melrose and shall maintain regular, public office hours in Stoneham and Wakefield.

8. Car. Melrose shall reimburse the Health and Human Services Department Director and shared staff for any mileage used during the performance of duties in Melrose, Stoneham, and Wakefield. However, as part of the quarterly payment as set forth in Paragraph 4 above, Stoneham and Wakefield shall pay Melrose for those miles incurred for any services performed by the Health and Human Services Department Director and shared staff on behalf of Stoneham and Wakefield. All mileage reimbursement shall be paid at the rate then governing in Melrose.

9. Indemnification. Notwithstanding the final sentence of G.L. c. 40, s 4A, Stoneham and Wakefield shall indemnify and hold harmless Melrose and each and all of its officials, officers, employees, agents, servants and representatives from and against any claim arising from or in connection with the performance by the Health and Human Services Department Director and shared staff of their duties in or for Stoneham and Wakefield including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission or intentional misconduct by the Health and Human Services Department Staff while in or performing services for Stoneham and Wakefield. Such indemnification shall include, without limitation, current payment of all costs of defense (including reasonable attorney's fees, expert witness fees, court costs and related expenses) as and when such costs become due and the amounts of any judgments, awards and/or settlements, provided that (a) Stoneham and Wakefield shall have the right to select counsel to defend against such claims, such counsel to be reasonably acceptable to Melrose and its insurer, if any, and to approve or reject any settlement with respect to which indemnification is sought, (b) the Indemnities shall cooperate with Stoneham and Wakefield in all reasonable respects in connection with such defense, and (c) Stoneham and Wakefield shall not be responsible to pay any judgment, award or settlement to the extent occasioned by the negligence or intentional misconduct of any of the Indemnities other than the Health and Human Services Department Staff.

10. Termination. This Agreement may be terminated by any party for any reason or no reason with sixty (60) days written notice to the other. No such termination shall affect any obligation of indemnification that may have arisen hereunder prior to such termination. The parties shall negotiate in good faith to equitably adjust any payments made or due relating to the unexpired portion of the Term following such termination.

11. Assignment. Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to

any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

13. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.

14. Amendment. This Agreement may be amended only by a writing signed by all parties duly authorized thereto.

15. Governing Law. This Agreement shall be construed in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof.

16. Headings. The paragraph headings herein are for convenience only, are not part of this Agreement and shall not affect the interpretation of this Agreement.

17. Notices. Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of and hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

a. To Melrose. Any notice to Melrose hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

The Honorable Mayor
Melrose City Hall
562 Main Street
Melrose, Massachusetts 02176

or to such other address(es) as Melrose may designate in writing to Stoneham and Wakefield.

b. To Wakefield. Any notice to Wakefield hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Town Administrator
William J. Lee Memorial Town Hall
One Lafayette Street
Wakefield, Massachusetts 01880

or to such other address(es) as Wakefield may designate in writing to Melrose and Stoneham.

c. To Stoneham. Any notice to Stoneham hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

Town Administrator
Stoneham Town Hall
35 Central Street
Stoneham, MA 02180

or to such other address(es) as Stoneham may designate in writing to Melrose and Wakefield.

18. Complete Agreement. This Agreement constitutes the entire agreement among the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written\ presentations set forth herein.

19. Financial Safeguards. The Health and Human Services Department Director and shared staff shall maintain separate, accurate and comprehensive records of all services performed for each of the parties hereto. Melrose shall maintain accurate and comprehensive records of all costs incurred by or on account of the Health and Human Services Department, and all reimbursements and contributions received from Stoneham and Wakefield. On an annual basis, the parties' financial officers shall jointly review the accounts of the Health and Human Services Department Director and shared staff for accounting consistency and reliability.

WITNESS OUR HANDS AND SEALS as of the first date written above.

CITY OF MELROSE
By its Mayor

TOWN OF WAKEFIELD
By its Town Council

Douglas S. Butler

John F. Carney



Stacey Constan

John Crisley

BT Sp

Atwall

TOWN OF STONEHAM





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
Melrose City Council

From: Elena Proakis Ellis, P.E., Director of Public Works

cc: John White, Fire Chief/Emergency Management Director
Lauren Grymek, Chief of Staff
Jay Coy, Deputy City Engineer
Lori Massa, Director of Planning and Community Development

Date: August 11, 2026

Re: **Natural Hazard Mitigation Plan – Informational Order**

The Melrose DPW, working with consultants from Weston and Sampson Engineers, has recently completed the public review draft of the City's updated Natural Hazard Mitigation Plan (NHMP). This plan focuses on the City's preparedness for a variety of natural disasters. Having a fully adopted plan allows the City to continue to qualify for certain federal grants.

As outlined in the attached PowerPoint, which will be presented to the City Council as an informational order on August 17, 2026, the NHMP update is the culmination of a detailed process involving various stakeholders and opportunities for public input. The final step of this outreach effort is the release of this public review draft.

The public review draft Natural Hazard Mitigation Plan can be found here, on the City's website: <https://www.cityofmelrose.org/876/Natural-Hazard-Mitigation-Plan>

Comments may be provided by all interested parties by filling out the comment form available on the website. All comments are due to the City by September 7, 2026. Following the public review period, the City will submit a final draft plan to the Massachusetts Emergency Management Agency (MEMA). Once MEMA's comments have been addressed, the final plan will be submitted to FEMA for review. Upon approval from FEMA, the report will return to the City Council for adoption. **Since no further changes are permitted to the document following FEMA's review, the opportunity for comment is during this public review period.** Based on typical MEMA and FEMA review timelines, we anticipate returning to the Council in late 2026 or early 2027 for adoption of the plan.

If you have any questions about this report or prefer to submit comments in an email rather than using the online comment form, please send comments to Jenn Rosa in the DPW Engineering Division at jrosa@cityofmelrose.org.

Thank you for your interest in the City's emergency preparedness.



Hazard Mitigation Plan Update 2026

Presentation to City Council

August 17, 2026

Weston & Sampson



Risk of **extreme rain** and **storm events** are likely to **nearly double** in the next **25 years**.

July 2012 flooding in Melrose. Photo from Patch.com

HEAT



The number of days **above 90°** is expected to reach **30 days by 2030** and **60 days by 2070.**

Photo of Melrose by Weston & Sampson



SEVERE WINTER WEATHER



In Winter 2015, the City experienced a record-breaking **108.6 inches of snow**.

February 2015 snow in Melrose. Photo by Martin Fowler.

WHAT IS HAZARD MITIGATION?

Reduce impacts from natural hazards through plans, projects, and services.



EVERY \$1
SPENT ON MITIGATION



SAVES \$6
ON DISASTER RECOVERY



HMP OVERVIEW



CH 1: INTRODUCTION & GOALS

MITIGATION GOALS

Increase education and awareness around threats, hazards, and vulnerabilities

Align risk reduction with other state, tribal, or community objectives

Build partnerships for risk reduction involving government, organizations, businesses, and the public

Identify implementation approaches that focus resources on the greatest risks and vulnerabilities

Identify long-term, broadly supported strategies for risk reduction

Communicate priorities to potential sources of funding

CH 2: PLANNING PROCESS

City Representatives



Steering Committee

Led by Melrose DPW Engineering Division

who guides the planning process and endorse draft Goals

4 Meetings

Hazard Mitigation Committee



Hazard Mitigation Planning Team (HMPT)

12 stakeholders

including advocates, residents, business-owners, state and local agency representatives, and people from various other organizations.

2 Workshops

Public and Stakeholders



Public Engagement

Everyone

Results from public meetings and other feedback are integrated into the final report.

*2 Public Meetings
64 Survey Responses*

CH 3: NATURAL HAZARD PROFILES



Hurricanes /
Tropical Storms



Flooding from
Precipitation



Average / Extreme
Temperatures



Severe Winter
Storms



Invasive
Species



Changes in
Groundwater



Drought



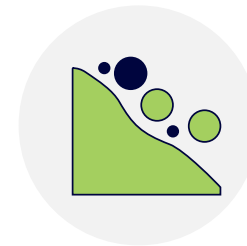
Wildfire



Earthquakes



Tornadoes



Landslides /
Mudflows



Other Severe
Weather



WHAT WE'VE HEARD FROM YOU...

SUMMARY OF PUBLIC SURVEY RESULTS

Most concerning natural hazards

1. Extreme temperatures (heat/cold)
2. Winter Storms/ Nor'easters
3. Flooding

Most concerning impact of natural hazards

1. Power outages
2. Damage to the home
3. Contaminated drinking water
4. Limited access to food or supplies

CH 3: NATURAL HAZARD PROFILES

Chapter 3 Identifies the natural hazards that can affect the city:

- **Description:** Explains and defines natural hazard
- **Location:** Areas of Melrose that might be affected
- **Level of Intensity:** Potential size of natural hazard event
- **Previous Events:** How often events have happened in the past?
- **Future Probability:** How likely they are to occur in the future?

Information is consistent with the Massachusetts' 2023 State Hazard Mitigation and Climate Adaptation Plan (ResilientMass)

ResilientMass Plan

2023 MASSACHUSETTS STATE HAZARD MITIGATION
AND CLIMATE ADAPTATION PLAN



CH 4: ASSET INVENTORY

Examples of assets in FEMA categories

- **People Assets:**
 - Populations, shelters, housing, schools, and food distribution
- **Structures Assets:**
 - Emergency buildings and facilities, grocery stores, medical facilities, transportation infrastructure, schools, and public works
- **Systems Assets:**
 - Power grid, cell towers, transit routes, MWRA facilities, hazardous materials sites and water/sewer/stormwater systems
- **Natural Resources Assets:**
 - Parks, waterbodies, open spaces, conservation areas
- **Cultural and Historic Resources Assets**
 - Historic districts, landmarks, places of worship, and cultural facilities
- **Economic Assets**
 - Businesses or resources that support local or regional economy
- **Community Assets:**
 - Festivals, events, community-building activities that strengthen social capital and resilience



CH 5: VULNERABILITY & IMPACT ASSESSMENT

VULNERABILITY = ASSETS that could be impacted by HAZARDS

IMPACT = potential consequences

Societal Vulnerability

- Senior/aging populations may have impaired mobility, diminished sensory awareness, and/or other social and economic limitations. Power outages could cause inadequate indoor heating or air conditioning, and loss of medical technologies and life support communication, and loss of communication with public safety personnel during emergency events presents immediate danger to the senior/aging population.

Infrastructure Vulnerability

- Transportation infrastructure, including public transit, provide evacuation, distribute relief resources and mobilize vulnerable populations to local shelters or hospitals post disaster. Blocked roadways and parking lots can block routes to hospitals, utility infrastructure, and emergency response facilities.

Environmental Vulnerability

- Drainage systems and flood management measures are designed to convey stormwater runoff to waterways or floodplains to minimize flooding. Blockage and backup of stormwater flows could cause significant structural damage or pose a risk to public safety

WHAT WE'VE HEARD FROM YOU...

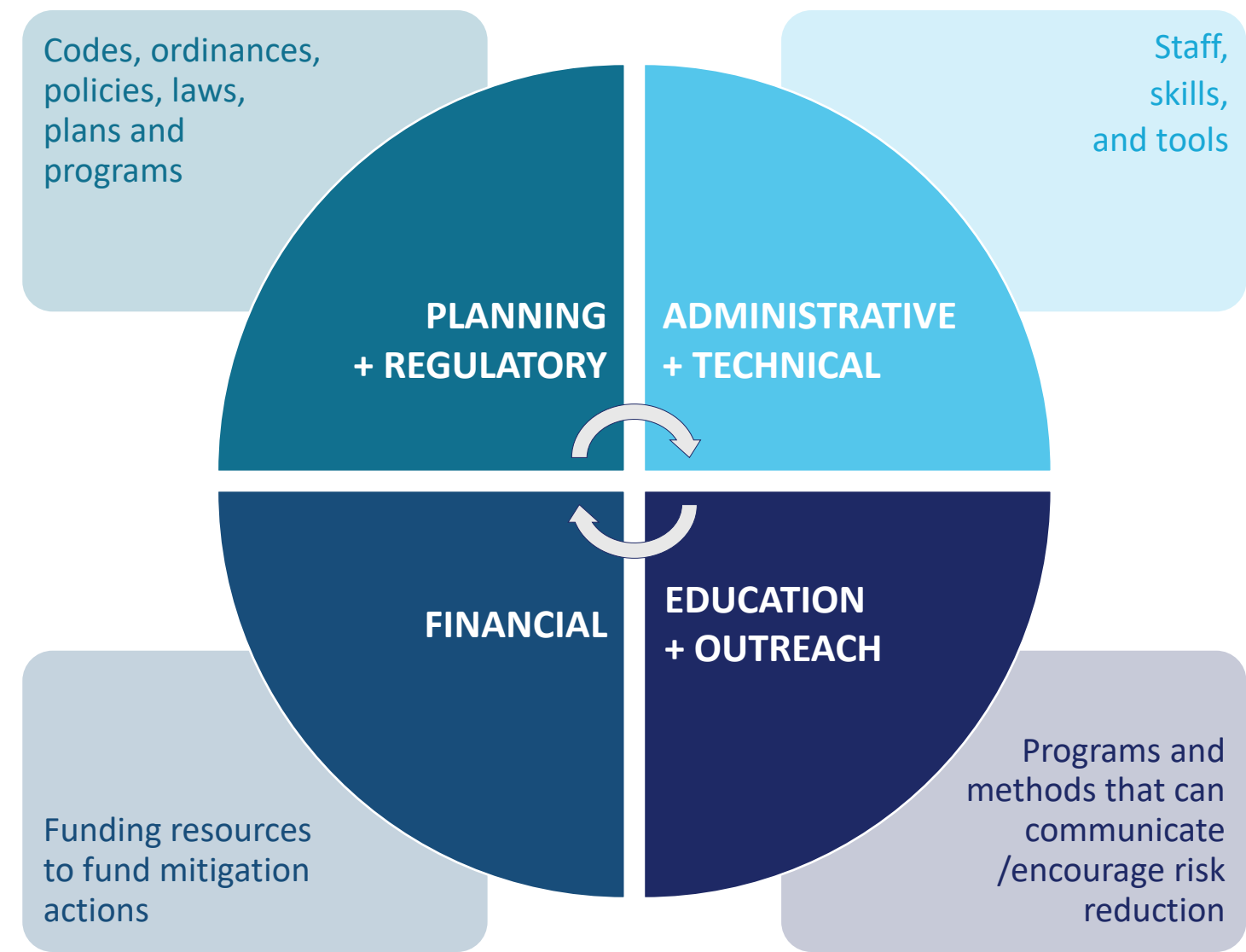
“The recent drought did bring fires to the Breakheart reservation causing concern for property and health.”

“The City Center is generally low lying and my neighborhood has very high groundwater at times that could lead to flooding.”

“Far more extremely hot days each summer/fall season. Central AC is now a must.”

CH 6: CAPABILITIES ASSESSMENT

The City of Melrose has a unique set of capabilities, in the form of **laws, policies, programs, staff, funding and other resources**, to carry out the HMP and increase resilience.



WHAT WE'VE HEARD FROM YOU...

Summary of Public Survey Results

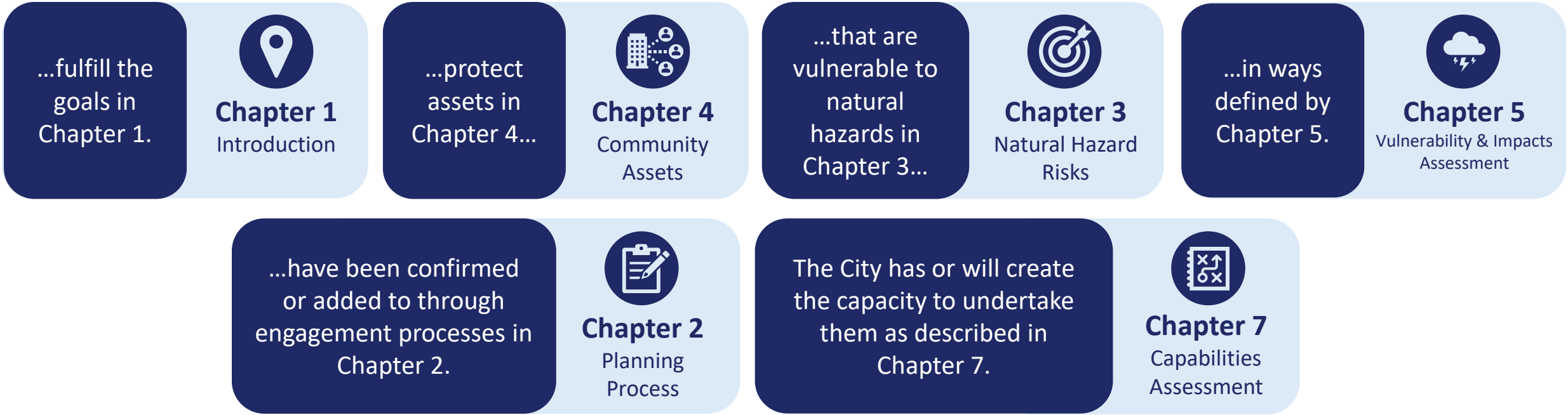
What does the city DO WELL to prepare for natural hazards?

1. Winter road treatment - salting and sanding
2. Snow removal/preparedness
3. Public notification of upcoming extreme events
4. Tree planting
5. Green space

What could the city IMPROVE ON to prepare for natural hazards?

1. Climate resilience planning
2. Flood protection and response
3. Renewable energy implementation
4. Tree planting
5. Prioritize vulnerable populations

Mitigation Actions....



A **mitigation action** is a measure, project, plan, or activity proposed to reduce current and future vulnerabilities. These actions will **create resilience** for the City of Melrose (ability to withstand and swiftly recover from an extreme event). These actions will **support adaptation to climate change**.

CH 7: MITIGATION ACTIONS

Example Actions

Local Planning & Regulation

Update Emergency Management Plan, upgrade communication systems, and develop utility life support contact list to communicate with senior/aging populations.

Structure & Infrastructure

Provide shelter locations when needed, identify/ confirm evacuation routes within Melrose and neighboring communities, create multi-lingual evacuation route signage, work with transportation sector to upgrade emergency communication, elevate pump station equipment

Natural Systems Protection

Expand green infrastructure, upgrade drainage systems in flood prone areas, conduct drainage capacity study, dredge stormwater outfalls in areas prone to flooding

Education and Awareness Programs

Coordinate and cross train emergency management personnel, promote individual and family emergency plans

CH 8: PLAN MAINTENANCE



MONITORING THE PLAN

The City will monitor the mitigation actions to ensure that they are going to plan.



EVALUATING THE PLAN

The City will meet regularly, and after major natural hazard events, to evaluate how well the plan is working.



UPDATING THE PLAN

The City will continue to update the Plan every 5 years.



INTEGRATING THE PLAN

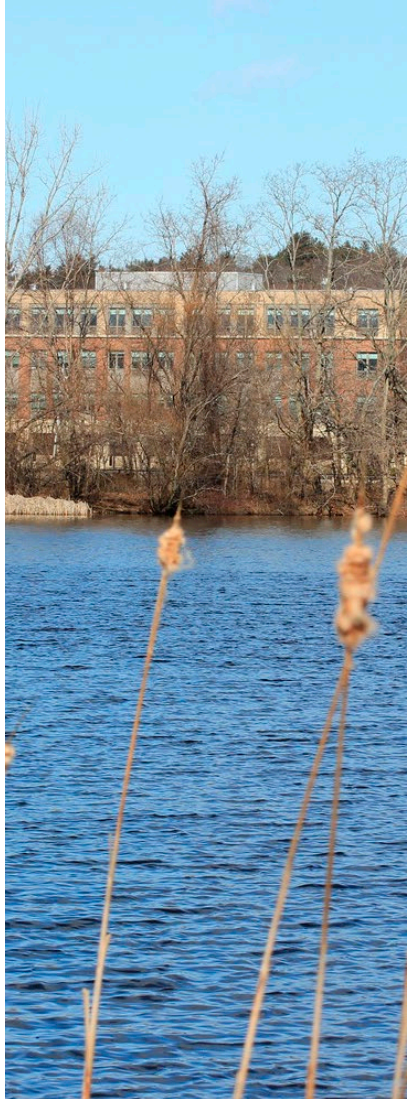
The City will integrate data, information, and actions from the HMP into other City plans and initiatives.



PUBLIC PARTICIPATION THROUGHOUT PLAN MAINTENANCE

The City is committed to conducting equitable and impactful public participation. Public engagement activities will align with the evaluation, monitoring, and plan update meetings.

NEXT STEPS



Comments:

- Comments will be accepted through **September 7, 2026**
- Comments can be submitted by online survey: [Melrose Hazard Mitigation Plan Survey – Fill out form](#)

Review with Massachusetts Emergency Management Agency (MEMA)

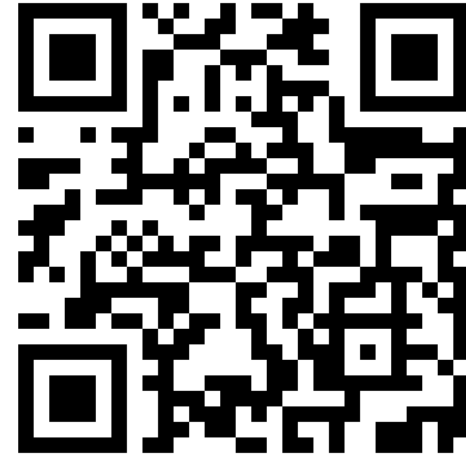
- The city will review comments received and submit the plan to MEMA
- MEMA reviews, and typically provides some comments
- The city will address MEMA's comments and provide an updated plan

Review with Federal Emergency Management Agency (FEMA)

- MEMA will submit to FEMA
- FEMA reviews and assuming no comments, issues an Approval Pending Adoption

Final Adoption

- Melrose City Council will vote to adopt Hazard Mitigation Plan





Hazard Mitigation Plan Update 2026

THANK YOU

Elena Proakis Ellis, DPW Director
eproakis@CityofMelrose.org

Weston & Sampson



CITY CLERK MELROSE-MA
2026 AUG 6 AM 9:24

☒ **New Application**

Requires applicants' attendance at a City Council Protection and License Committee meeting and approval from the City Council.

☐ **Renewal Application**

COMMON VICTUALLER LICENSE APPLICATION
LICENSING PERIOD JANUARY 1st - DECEMBER 31st

Business Name: Slurp Noodle 88Hachi LLC		Tax ID Number: [REDACTED]				
Business Address: 478A Main st, Melrose, MA 02176		Business Phone Number: 978-954-6456				
Owner's Name: Harry Kongnakorn.		Owner's Cell Phone Number: [REDACTED]				
Residential Address of Owner: [REDACTED]		Number of Employees: 1				
Email Address of Owner (required): [REDACTED]						
24-hour Emergency Contact Name: Harry Kongnakorn		Emergency Phone Number: 978-954-6456.				
Circle all that apply:	Breakfast	Lunch	Dinner	Take-out		
Please List Daily Hours of Operation						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
11am - 10pm	11am - 10pm	11am - 10pm	11am - 10pm	11am - 10pm	11am - 10pm	11am - 10pm
Approved Number of Seats:			28			



CITY OF MELROSE
OFFICE OF THE CITY CLERK

Tanji Cifuni
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115

Floor Space/ Square Feet:

1392

TAX CERTIFICATION FORM

Business Name:

88 Hachi LLC

Business Address:

498 A main st, Melrose, MA 02176

DBA (if applicable):

Slurp Noodle

Owner's Name:

Harry Kongnakorn.

By signing below, you are requesting to be granted a Common Victualler License from the City of Melrose. In addition, you swear and affirm that the contents of the document are truthful and accurate to the best of your knowledge and belief.

Additionally, you hereby certify under the penalties of perjury that you have, to the best of your knowledge and belief, filed all state tax returns, paid all state taxes, local taxes, all water, sewer and solid waste disposal bills, all tax titles, utilities, and all motor vehicle excise taxes to the City of Melrose required by law.

Harry Kongnakorn

Signature of Petitioner 1

07/10/26

Date of Signature

05/10/1990

Date of Birth

Signature of Petitioner 2

Date of Signature

Date of Birth

***This license will not be used or renewed unless this certification clause is signed by the applicant.**

****Your Social Security number or Federal Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. Licensees failing to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Laws, Chapter 62C, Section 49A.**



Tanji Cifuni
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115

City of Melrose Administrative Code General Legislation

ACKNOWLEDGEMENT OF RECEIPT OF MELROSE ORDINANCES

§ 152-12 Common victuallers and innholders

[Amended 6-15-1981 by Ord. No. 20718; 4-21-2009 by Ord. No. 09-125; 11-16-2020 by Ord. No. 2021-34; 12-20-2021 by Ord. No. 2022-56]

State law reference — Law of the commonwealth authorizing cities to grant licenses to common victuallers, innholders, etc., MGL c. 140, § 2, construed in *Liggett Drug Co. v. Board of License Commissioners*, 296 Mass. 41, 4 N.E. (2d) 268.

By signing below, you are acknowledging that you have read the City of Melrose Charter and Administrative Charter Chapter 152 §12 pertaining to Common Victuallers and Innholders and understand all that is required as a licensee.

tanji cifuni
Applicant Signature

07/10/26
Date

The Commonwealth of Massachusetts
Department of Industrial Accidents Office of Investigations



Tanji Cifuni
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115

600 Washington Street, Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Business
Applicant Information Please Print Legibly

Business Name: Slurp Noodle (88 Hachi LLC)
Address: 478 A, Main st
City/State/Zip: Melrose, MA 02176.
Phone #: 978-954-6456.

Are you an employer- (check one):	
☐	*I am an employer with _____ employees (full/part-time)
☒	I am sole proprietor or partnership and have no employees working for me in any capacity (No workers' comp insurance required)
☐	We are a corporation and its officers have exercised their right of exemption per c. 152, § 1(4), and we have no employees. (No workers' comp insurance required)
☐	We are a non-profit organization, staffed by volunteers, with no employees. (No workers' comp insurance required)

Business Type- (required):	
☐	Retail
☒	Restaurant/Bar/Eating Establishment
☐	Office and/or Sales (incl. real estate, auto, etc.)
☐	Entertainment
☐	Manufacturing
☐	Non-profit
☐	Health Care
☐	Other:

***Any applicant that checks box #1 must also fill out the section on the next page showing their workers' compensation policy information.**

**** If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required, and such an organization should check box #1.**

I am an employer that provides workers' compensation insurance for my employees. Below is the policy information.



Tanji Cifuni
City Clerk

562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115

Instructions:

Please complete the section below before obtaining approval from each of the City Departments listed on the back of this page. Departments will not review and approve if any fields are left blank.

REPORT OF INVESTIGATION - RELATIVE TO APPLICATION FOR

Business Name: Slurp Noodle (88 Hachi LLC).

Owner Name: Harry Kongnakorn Owner DOB: [REDACTED]

Business Address: 478 A main st, Melrose, MA 02176.

Please List Daily Hours of Operation

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
11am - 10pm	11am - 10pm	11am - 10pm	11am - 10pm	11am - 10pm	11am - 10pm	11am - 10pm

Approved Number of Seats:

28

Floor Space/ Square Feet:

1392

Attention City Officials: Please review the information submitted by the applicant on the reverse side to ensure all fields are complete prior to researching your records and signing off.

MELROSE HEALTH & HUMAN SERVICES
781-979-4130

Date Signed:

8/5/26

FOOD
PERMIT
EXP
DATE:



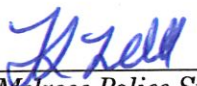
CITY OF MELROSE
OFFICE OF THE CITY CLERK

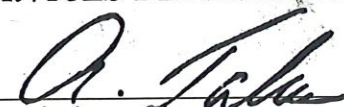
Tanji Cifuni
City Clerk

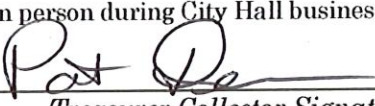
562 Main Street
Melrose, Massachusetts 02176
Telephone - (781) 979-4115

Health & Human Services Signature 		Health & Human Services Name Printed Dan Thompson	
☐ Denied	☒ Approved	☐ Other	
Comments:			

MELROSE FIRE DEPARTMENT 781-979-4405		Date Signed: 8/4/26 G. Benson	\$50 Fee Paid Yes /No
Melrose Fire Captain Signature 		Fire Captain Name Printed	
☐ Denied	☒ Approved	☐ Other	
Comments:			

MELROSE POLICE DEPARTMENT 781-665-1212		Date Signed: 08/04/26
Melrose Police Signature 		Melrose Police Name Printed
☐ Denied	☒ Approved	☐ Other
Comments:		

INSPECTIONAL SERVICES DEPARTMENT 781-979-4135		Date Signed: 8/5/26
Building Commissioner Signature 		Building Commissioner Name Printed
☐ Denied	☒ Approved	☐ Other
Comments:		

TREASURER COLLECTORS' OFFICE Available in person during City Hall business hours		Date Signed: 8-5-26
Treasurer Collector Signature 		Treasurer Collector Name Printed Pat Dean
☐ Denied	☒ Approved	☐ Other
Comments:		

Workers Compensation Information

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, and *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

Questions contact - Moses Okokuro Moses.Okokuro@nationalgrid.com

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To Melrose City Council, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

18 Tremont Street - National Grid to install 1 JO pole on Tremont Street beginning at a point approximately 40 feet Northwest of the centerline of the intersection of Tremont Street and Lake Ave and continuing approximately 39 feet in a North direction. National Grid is petitioning to install one JO pole (P# 437-50) with a riser (conduit extending from the new pole through the sidewalk). Purpose is to provide electric service for a new customer at 18 Tremont St, Melrose. New P#437-50 will be installed approximately 39ft North of existing P#438. Melrose, MA.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Tremont Street - Melrose, Massachusetts.

No.# 31240951

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Mackelly Norvil*

BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.

BY _____
Manager / Right of Way

July 21, 2026

Questions contact – Central Design, Moses Okokuro Moses.Okokuro@nationalgrid.com

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

To Melrose City Council, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED: that Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND INC. (formerly known as NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the 12th day of June, 2026.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Tremont Street - Melrose, Massachusetts.

No.# 31240951

Filed with this order:

There may be attached to said poles by Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England Inc. such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

18 Tremont Street - National Grid to install 1 JO pole on Tremont Street beginning at a point approximately 40 feet Northwest of the centerline of the intersection of Tremont Street and Lake Ave and continuing approximately 39 feet in a North direction. National Grid is petitioning to install one JO pole (P# 437-50) with a riser (conduit extending from the new pole through the sidewalk). Purpose is to provide electric service for a new customer at 18 Tremont St, Melrose. New P#437-50 will be installed approximately 39ft North of existing P#438. Melrose, MA.

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the
Of the City/Town of _____,Massachusetts held on the _____ day of _____ 20 ____ .

City/Town Clerk.
Massachusetts 20 ____ .
Received and entered in the records of location orders of the City/Town of _____
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20 ____ , at _____ o'clock, M

At _____ a public hearing was held on the petition of
Massachusetts Electric Company d/b/a NATIONAL GRID and VERIZON NEW ENGLAND,
INC. for permission to erect the poles, wires, and fixtures described in the order herewith recorded,
and that we mailed at least seven days before said hearing a written notice of the time and place of
said hearing to each of the owners of real estate (as determined by the last preceding assessment
for taxation) along the ways or parts of ways upon which the Company is permitted to erect
Poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

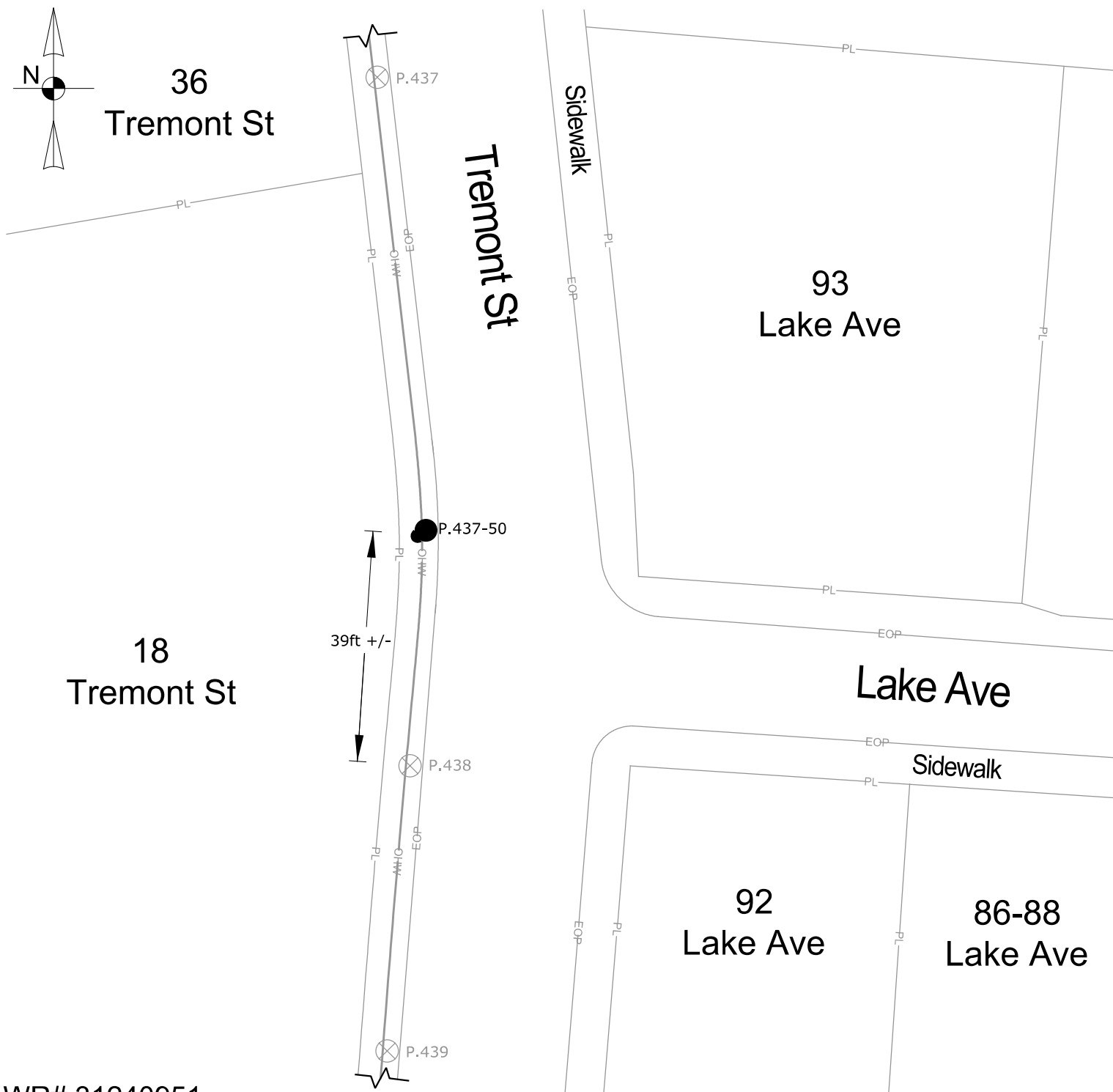
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Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of
hearing with notice adopted by the _____ of the City of _____
Massachusetts, on the _____ day of 20 ____ and recorded with the records of location
orders of the said City, Book _____ , and Page _____. This certified copy is made under
the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk



WR# 31240951

JOINT OWNED POLE PETITION

National Grid is petitioning to install one JO pole (P.437-50) with a riser (conduit extending from the new pole through the sidewalk). Purpose is to provide electric service for a new customer at 18 Tremont St, Melrose.

DISTANCES ARE APPROXIMATE

ABBREVIATIONS

EDGE OF PAVEMENT	EOP
JOINT OWNERSHIP	JO
OVERHEAD WIRE	OHW
PROPERTY LINE	PL
POLYVINYL CHLORIDE PIPE	PVC
SIDEWALK	SW
TO BE REMOVED	TBR
UNDERGROUND ELECTRIC	UGE

LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	PL	PL
EDGE OF PAVEMENT	EOP	EOP
UNDERGROUND ELECTRIC	UGE	UGE
OVERHEAD WIRE	OHW	OHW
POLE WITH RISER WITH POLE NO.	P.1943 ⊗	P.1943-1 ● P.1943 ⊗ TBR



CITY OF MELROSE
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

nationalgrid

JUNE 9, 2026

REV NO.01

PLAN NO.

1.0
Page 91 of 150

Questions contact – Moses Okokuro Moses.Okokuro@nationalgrid.com

Petition of the Massachusetts Electric Company d/b/a NATIONAL GRID
Of NORTH ANDOVER, MASSACHUSETTS
For Electric Conduit Location:

To the Melrose City Council, Massachusetts

Respectfully represents the Massachusetts Electric Company d/b/a NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Lake Ave - Melrose, Massachusetts.

The following are the streets and highways referred to:

WR# 31359974

Lake Ave - National Grid to install underground facilities on Lake Ave. Beginning at a point approximately 300 feet Eastbound of the centerline of the intersection of Tremont Street and Lake Ave and continuing approximately 10 feet in a Southwest direction. National Grid is petitioning to install 1-3" conduit approximately 10ft SW off an existing pole (pole# 2335) through the sidewalk towards 74 Lake Ave. The purpose of this installation is to provide electric service to an additional dwelling unit (ADU) at this location. Melrose, MA.

Location approximately as shown on plan attached.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Mackelly Norvil*
BY _____
Engineering Department

Questions contact – Moses Okokuro Moses.Okokuro@nationalgrid.com

Dated: August 12, 2026

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 14th day of July, 2026.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Lake Ave - Melrose, Massachusetts.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

WR# 31359974

Lake Ave - National Grid to install underground facilities on Lake Ave. Beginning at a point approximately 300 feet Eastbound of the centerline of the intersection of Tremont Street and Lake Ave and continuing approximately 10 feet in a Southwest direction. National Grid is petitioning to install 1-3" conduit approximately 10ft SW off an existing pole (pole# 2335) through the sidewalk towards 74 Lake Ave. The purpose of this installation is to provide electric service to an additional dwelling unit (ADU) at this location. Melrose, MA.

I hereby certify that the foregoing order was adopted at a meeting of the

.....

....., held on the day of, 20

....., 20

Received and entered in the records of location orders of the City/Town of

Book Page

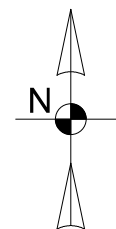
Attest:

.....

..... hereby certify that on20....., at o'clock,M

at, a public hearing was held on the petition of
Massachusetts Electric Company d/b/a NATIONAL GRID for permission to construct the
underground electric conduits described in the order herewith recorded, and that I mailed at least
seven days before said hearing a written notice of the time and place of said hearing to each of the
owners of real estate (as determined by the last preceding assessment for taxation) along the ways
or parts of ways upon which the Company is permitted to construct the underground electric
conduits under said order. And that thereupon said order was duly adopted.

.....
.....
.....



83
Lake Ave

75
Lake Ave

Lake Ave

Sidewalk

Sidewalk

P.438

1-3" Conduit / UGE

92
Lake Ave

74-76
Lake Ave

66
Lake Ave

WR# 31359974

JOINT OWNED POLE PETITION

National Grid is petitioning to install 1-3" conduit approx 10ft SW off an existing pole (P2335) through the sidewalk towards 74 Lake Ave. The purpose of this installation is to provide electric service to an Additional Dwelling Unit (ADU) at this location.

DISTANCES ARE APPROXIMATE

ABBREVIATIONS

EDGE OF PAVEMENT	EOP
JOINT OWNERSHIP	JO
OVERHEAD WIRE	OHW
PROPERTY LINE	PL
POLYVINYL CHLORIDE PIPE	PVC
SIDEWALK	SW
TO BE REMOVED	TBR
UNDERGROUND ELECTRIC	UGE

LEGEND

EXISTING

PROPOSED

PROPERTY LINE	PL	
EDGE OF PAVEMENT	EOP	
UNDERGROUND ELECTRIC	UGE	UGE
OVERHEAD WIRE	OHW	OHW
P.1943		P.1943-1 P.1943 TBR
POLE WITH RISER WITH POLE NO.		



CITY OF MELROSE
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

nationalgrid

JULY 13, 2026

REV NO.01

PLAN NO.

1.0
Page 95 of 150

June 9, 2026

Dear Josh and Members of the Melrose Human Rights Commission,

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

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

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

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

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

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

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

Sincerely,
Dionysios Kaskarelis

DIONYSIOS KASKARELIS

Melrose MA • [REDACTED] • [REDACTED] • [LinkedIn Profile](#)

PROFILE

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

PROFESSIONAL EXPERIENCE

Access Properties — Melrose, MA

Founder & Chief Executive Officer | 2022 – Present

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

European Investment Bank (EIB) — Luxembourg

Senior Banking & Strategy Officer | 2018 – 2019

- Advised management regarding strategic planning and institutional lending initiatives.

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

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

Global Relationship Manager | 2008 – 2016

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

Funding Officer | 2005 – 2008

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

Investor Relations Office Assistant | 2004 – 2005

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

Earlier Career

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

PUBLIC SERVICE

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

EDUCATION

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

- M.A. International Relations

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

- M.Sc. Finance, Shipping, and Trade

Carroll School of Management, Boston College — Newton, MA

- B.S. Finance

LICENSES & LANGUAGES

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

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

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

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

Article 6**Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7**Best Practices for Collection and Use of Personally Identifiable Information**

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS**

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 10**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11**Communication and Cooperation with the Department of Homeland Security and Immigration Officials**

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

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

Article 18**Equal Treatment of Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 19**Anti-Discrimination**

Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20**False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21**Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

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

Article 27**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254**

(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of \$50 million per year."

Article 30**Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31**Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

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

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

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

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

Article 44 Trafficking Victims Protection Act of 2000(TVPA)
Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

**Article 45 Uniting and Strengthening America by Providing Appropriate Tools
Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001,
Pub. L. 107-56**
Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46 Use of DHS Seal, Logo and Flags
Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47 Whistleblower Protection Act
Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

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

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

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

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

Article 50 Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

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

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

Article 55**Compliance with Federal Immigration Law**

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

Article 56 Non-Applicability of Specific Terms and Agreement Articles
Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package.

Article 57 Impact of San Francisco v. Trump Preliminary Injunction
Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “Compliance with Federal Immigration Law” Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the “Compliance with Federal Immigration Law” Agreement Article will immediately become effective.

Article 58 Impact of State of Illinois v. FEMA Injunction
Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. Federal Emergency Management Agency, et. al, No. 25-206 (D. R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled “Anti-Discrimination” in this award package; and (3) the “Compliance with Federal Immigration Law” Agreement Article.

Article 59 Non-Applicability of Specific Agreement Articles
Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the Notice of Funding Opportunity for the terms governing award termination.

Article 60**Period of Performance and Budget Period**

Notwithstanding language in the Obligating Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025 to September 30, 2026. The Period of Performance and Budget Period stated in the Obligating Document shall not apply.

Article 61**Funding Hold: Additional Information Required**

FEMA has placed a funding hold on this award, and \$6,377,029.00 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the following investments/projects.

Project/Investment: # EMB-2025-EP-05007 Award amount: \$6,377,029.00 To release the funding hold, the recipient must provide a detailed cost breakdown and justification for the investments/projects listed above. FEMA will rescind the funding hold upon its review and approval of the detailed cost breakdown and justification. If you believe this funding hold was placed in error, please contact the relevant Preparedness Officer or Grants Management Specialist.

Article 62**Funding Hold: Verification of State's Population**

FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award.

To release the funding hold, the SAA must provide a certification of the recipient state's population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States.

FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.

Article 63**Rescission of Agreement Articles Pursuant to State of Illinois, et al. v. FEMA, et al.**

In accordance with the U.S. District Court for the District of Rhode Island's Order in State of Illinois, et al. v. FEMA, et al., No. 25-206 (D. R.I.), dated October 14, 2025, and FEMA Information Bulletin No. 538, the following terms and conditions are rescinded under this award: 1. Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions. 2. Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions. 3. The "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" Agreement Article. 4. Paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination". 5. The "Compliance with Federal Immigration Law" Agreement Article. 6. The "Impact of State of Illinois v. FEMA Injunction" Agreement Article. 7. The "Impact of San Francisco v. Trump Preliminary Injunction" Agreement Article.

Article 64 Amended Period of Performance and Budget Period Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

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

Article 65 Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded.

**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

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR 2026 STATE PRIMARY

SS.
To the Constables of the City of Melrose

GREETINGS:

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

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

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

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

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

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

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

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

City Council or Selectmen of: **Melrose**

(Indicate method of service of warrant)

_____, 2026.
Constable (month and day)

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

MELROSE 2026 ELECTION & EARLY VOTING CALENDAR

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

Board of Registrars Meeting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seconded by Member Greg Pagnini and all were in favor.

Meeting was adjourned.

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

A. DOG LICENSING

- (1) Any and all persons who are owners or keepers of dogs residing within the City of Melrose shall register each dog which is six months old or older with the City Clerk and shall cause said dog to be licensed, numbered and described. The licensing period shall be on an annual basis commencing on January 1 of each year and ending on December 31 of each year.
- (2) The City Clerk shall not issue a license to any dog unless the owner or keeper thereof provides the City Clerk with a veterinarian's certification that said dog has been vaccinated in accordance with MGL c. 140, § 145B, or has been certified exempt from this provision due to a finding of the Board of Health that, due to infirmity or physical condition of said dog, inoculation is deemed inadvisable, or has a notarized letter from a veterinarian that a certification was issued or a metal rabies tag bearing an expiration indicating that said certification is still in effect.
- (3) The City Clerk shall charge the following fees for the issuance of dog licenses. Said fees shall not be reduced or prorated in the event that the license is issued for less than one calendar year. Spayed or neutered dog: \$20 per year; an intact dog: \$23 per year. A late fee of \$15 is to be imposed if not licensed by March 15 annually. No fee shall be charged for a license issued for a service animal as defined by the Americans with Disabilities Act or regulations promulgated thereunder. [Amended 12-17-2012 by Ord. No. 2013-69; 8-21-2017 by Ord. No. 2018-4]
- (4) The owners or keepers of the dog shall cause the dog to wear a collar or harness, of leather or some other suitable material, to which shall be attached a tag issued by the City Clerk at the time of licensing. Said tag shall contain the name of the City of Melrose, the license number and the year of issue of said license.

B. KENNEL LICENSING

- (1) In accordance with G.L. c. 140 Section 137A of the General Laws, any and all persons maintaining a kennel in the City of Melrose shall obtain a kennel license from the Licensing Authority, who is the City Clerk. A Kennel is defined as a pack or collection of 5 or more dogs on a single premises. The licensing period for all kennel licenses shall be on an annual basis commencing on January 1 of each year and ending on December 31 of each year.
- (2) There are three types of kennels that may be licensed in Melrose:
 - i. **Personal Kennel (5-6 dogs):** Anyone wishing to keep more than four dogs, three months (13 weeks) or older, kept under single ownership for private personal purposes, shall apply for a personal kennel license. The maximum number of dogs allowed to be kept under a personnel kennel license is six. The City Clerk shall charge the following fees for issuance of Personal Kennel Licenses: Fee: 5-6 dogs - \$75.00. Copy of a Rabies Certificate for each dog over 6 months must be provided with any license application or renewal.

- ii. **Commercial Boarding or Training Kennel:** An establishment used for boarding, holding, day care, overnight stays or training of animals that are not the property of the owner of the establishment, in exchange for consideration and in the absence of the owner of any such animal. These facilities do not include animal shelters or pet shops licensed by the state Director of Animal Health. It also does not apply to a facility operated solely for the purpose of grooming animals. The City Clerk shall charge the following fees for issuance of Commercial Kennel Licenses: up to 5 dogs - \$75.00; 6 to 10 dogs - \$100.00; 11 to 20 dogs - \$125.00; 21-25: \$150.00; 26+- \$300.00.
- iii. **Domestic Charitable Corporation:** Any facility operated, owned or maintained by a domestic charitable corporation registered with the Department of Agricultural resources, an animal welfare society, or other nonprofit organization incorporated for the purpose of providing for and promoting the welfare, protection and humane treatment of animals. No fee shall be charged for domestic charitable licenses per MGL c. 140, s. 137A(c).

(3) General License Requirements

- i. Any application for a kennel license shall be submitted to the City Clerk's office on a form provided by the City Clerk. Before a kennel license can be issued or renewed, the kennel must be inspected by an Animal Control Officer to ensure that it is being maintained in a sanitary, safe and humane manner in accordance with standards and requirements set by the Animal Control Officer, and that all records are up to date and on file as required by law. All dogs within a personal kennel shall be vaccinated for rabies and certificates must be produced for inspection when requested. All dogs within any commercial kennel shall have current vaccinations for rabies, distemper and Bordetella. If, in the opinion of the Melrose Animal Control Officer or the Director of Public Health, additional vaccinations are necessary due to animal or public health concerns, additional vaccinations may be required. If additional vaccinations are required, license holders will be notified in writing by the Animal Control Officer or Director of Public Health.
- ii. No new kennel license will be issued unless the Melrose Animal Control Officer, Melrose Building Department, and City Clerk review and approve the application.
- iii. The City Clerk, as the licensing authority, shall specify on every kennel license the maximum number of animals that may be maintained by a licensee following an initial inspection, and each annual inspection thereafter. Such number shall be determined by the City Clerk and Animal Control Officer following the required inspection. For commercial boarding or training kennels, the number of animals shall be determined following the required inspection and in accordance with regulations promulgated pursuant to section MGL c. 140, § 174G of the General Laws to ensure the

property can support the number of animals while ensuring their health and safety.

- iv. A kennel license may not be used in lieu of individual dog licenses. All dogs in a private kennel must have individual dog licenses and tags.
- v. Notwithstanding the provisions of this section, all kennels shall comply with all other provisions of Chapter 140, Sections 136A through 174G of the General Laws.
- vi. The City Clerk shall deny a kennel license until a kennel has passed inspection by the Animal Control Officer. If the City Clerk denies a Kennel License application or renewal, the Applicant may request a reinspection of the Kennel after reasonably demonstrating to the Animal Control Officer that the proposed Kennel has been brought into compliance with the requirements of this section and applicable state statutes. The Animal Control Officer shall then make a report to the City Clerk, who shall, within a reasonable time, review the application and make a determination.

(4) Inspection Authority.

- i. The Animal Control Officer may at any time inspect any kennel located in the City of Melrose. If, in the judgment of the Animal Control Officer the kennel is not being maintained in a sanitary or humane manner, or if records are not being properly kept as required by law, the Animal Control Officer may by order, revoke or suspend the license for the kennel.
- ii. Depending on the severity of the offense, a license may be suspended or revoked on a first violation of applicable laws or this Ordinance.
- iii. If a licensee or applicant refuses to allow the Animal Control Officer to enter and inspect a kennel, the refusal shall also be grounds for denial, suspension, or revocation of a license.

(5) Resident Complaints.

- i. Twenty-five residents of the City may file a petition with the Mayor, to the attention of the Melrose Board of Health, stating that they are aggrieved, or annoyed to an unreasonable extent, by one or more dogs at a kennel maintained in the City, because of excessive barking or vicious disposition of said dogs or other conditions connected with such kennel constituting a public nuisance.
- ii. Within seven days after the filing of such petition, the Board of Health shall give notice to all parties in interest of a public hearing to be held within 14 days after the date of such notice before the Board of Health.
- iii. Within seven days after such public hearing, said Board shall make an order either revoking or suspending such kennel license or otherwise regulating said kennel, or dismissing said petition.

(6) Penalties; violations; appeal rights.

- i. Any person or entity who violates this section shall be assessed a fine by the City Clerk of \$500 for a first offense and a fine of not more than \$1,000 for a

second or subsequent offense, or otherwise be subject to an order revoking or suspending their license.

- ii. Any person or entity maintaining a kennel after the license to maintain a kennel has been revoked or suspended shall be assessed a fine by the City Clerk of \$250 for a first offense, \$500 for a second offense and by a fine of \$1,500 for a third or subsequent offense, pursuant to allowable fines under Chapter 140, Section 137C of the General Laws.
- iii. Within ten (10) days after issuance of any Order revoking or suspending the license, further regulating the kennel or dismissing the petition, licensee may file a petition in district court seeking review of the Order, as outlined in MGL c. 140, § 137C. The decision of the court shall be final and conclusive upon the parties.
- iv. This ordinance may also be enforced through appropriate criminal or civil process under Massachusetts General Laws.



CITY OF MELROSE

HEALTH DEPARTMENT

Board of Health

Frank Brincheiro, MD

Lillian Kelly R.N.

Dawn Jacobs R.N., MPH

Health Director

Anthony Chui, MPH

City Hall, 562 Main Street

Melrose, Massachusetts 02176

Telephone - (781)979-4130

health@cityofmelrose.org

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

Ollie's Law¹, first enacted in September 2024, was created in response to serious safety failures in dog boarding and daycare facilities, including the fatal incident involving "Ollie," a dog killed in a dog fight at a doggie daycare, whose death highlighted gaps in statewide kennel oversight. For the first time in Massachusetts, this law has established state oversight of commercial kennels, including daycare and boarding facilities by the Massachusetts Department of Agricultural Resources ("MDAR"). The law also required MDAR to adopt regulations related to standards and enforcement, which are expected sometime in 2026.

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

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

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

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

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

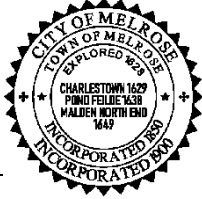
Passing this Ordinance will ensure compliance, improve local safety measures, and position us to adopt the forthcoming state standards of MDAR related to Kennel safety- expected sometime this year- without delay. Our ACO already has a draft application she has worked on to send to the City Clerk for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

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'Anthony Chui', with a stylized flourish at the end.

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



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.

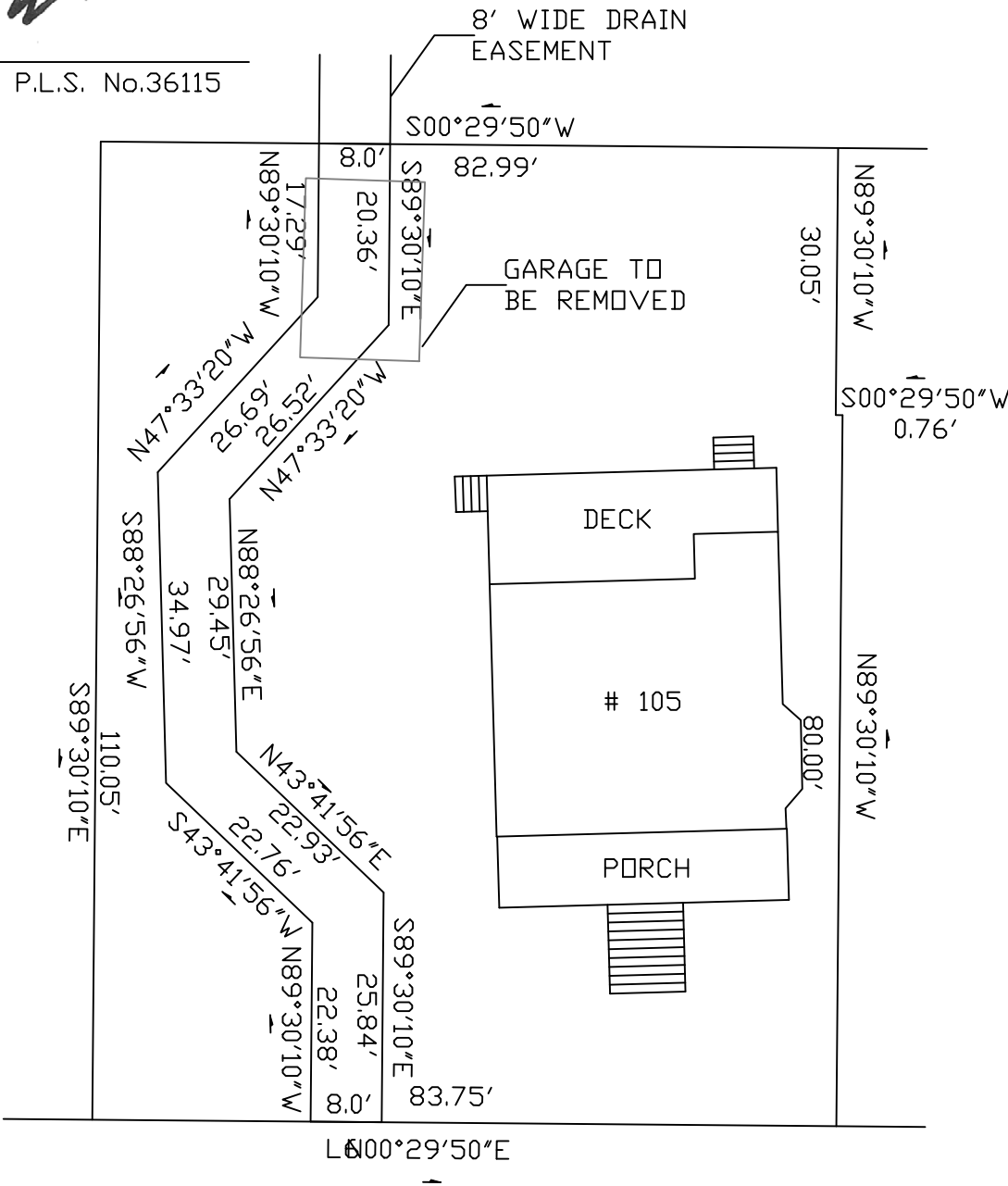
EXHIBIT B

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

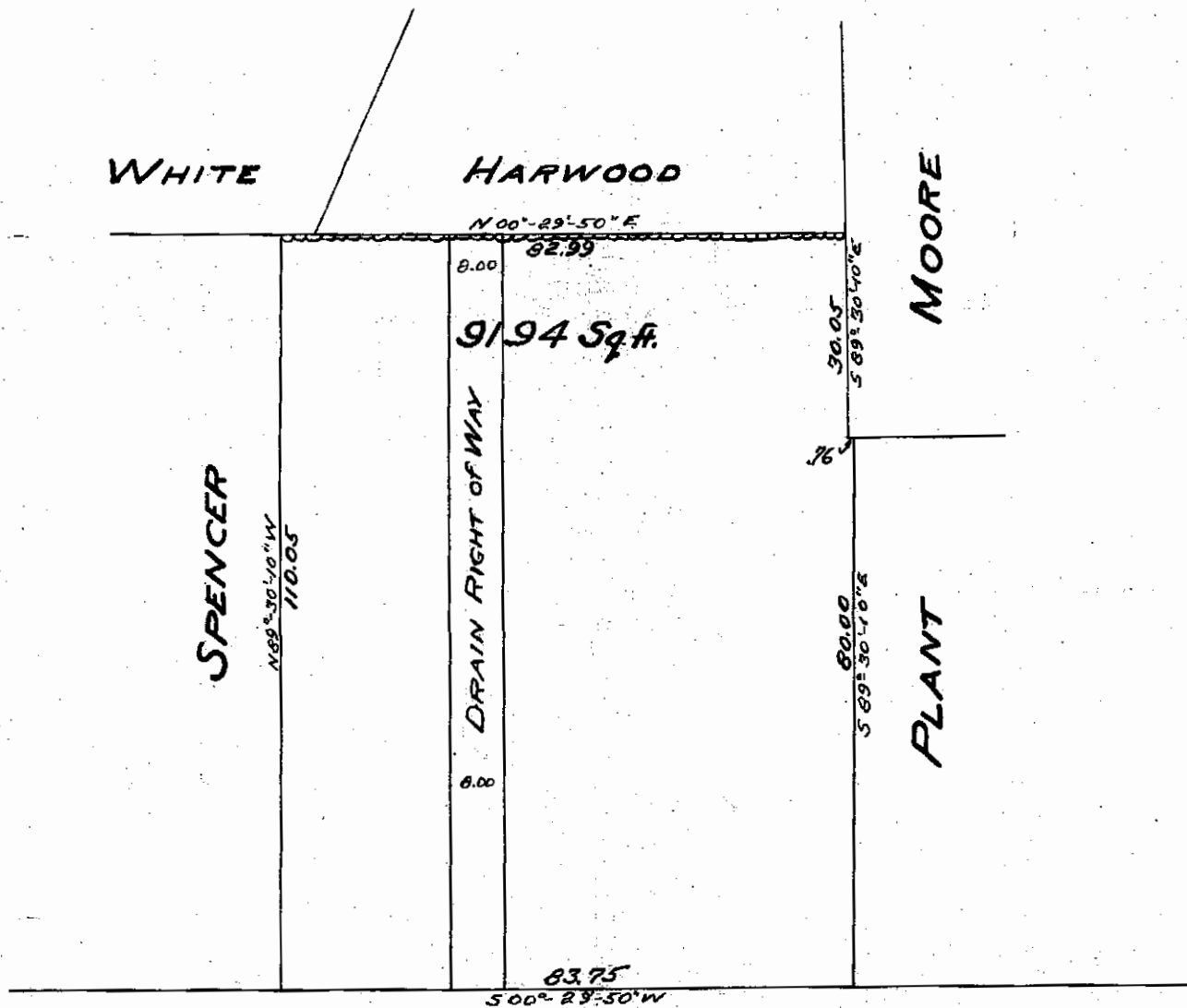
Scale: 1"=20' - Mar. 3, '31

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

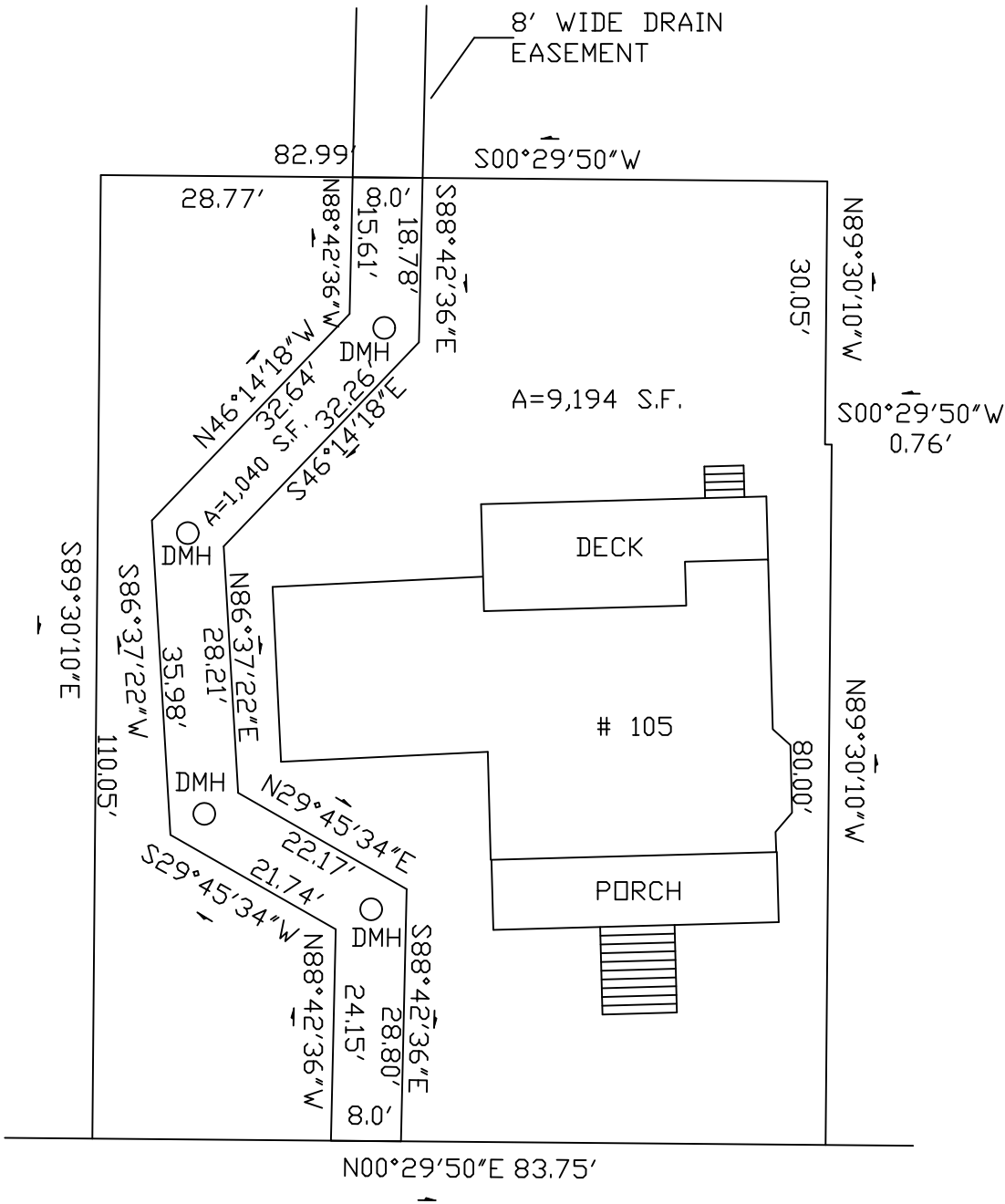
132

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

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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.

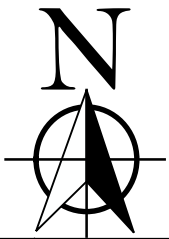
On this the _____ day of _____, 2025, before me, the undersigned Notary Public, personally appeared Jennifer Grigoraitis, proved to me through satisfactory evidence of identity, which was/were _____, to be the persons whose name is signed on the preceding Grant of Easement and acknowledged to me that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

Signature of Notary Public

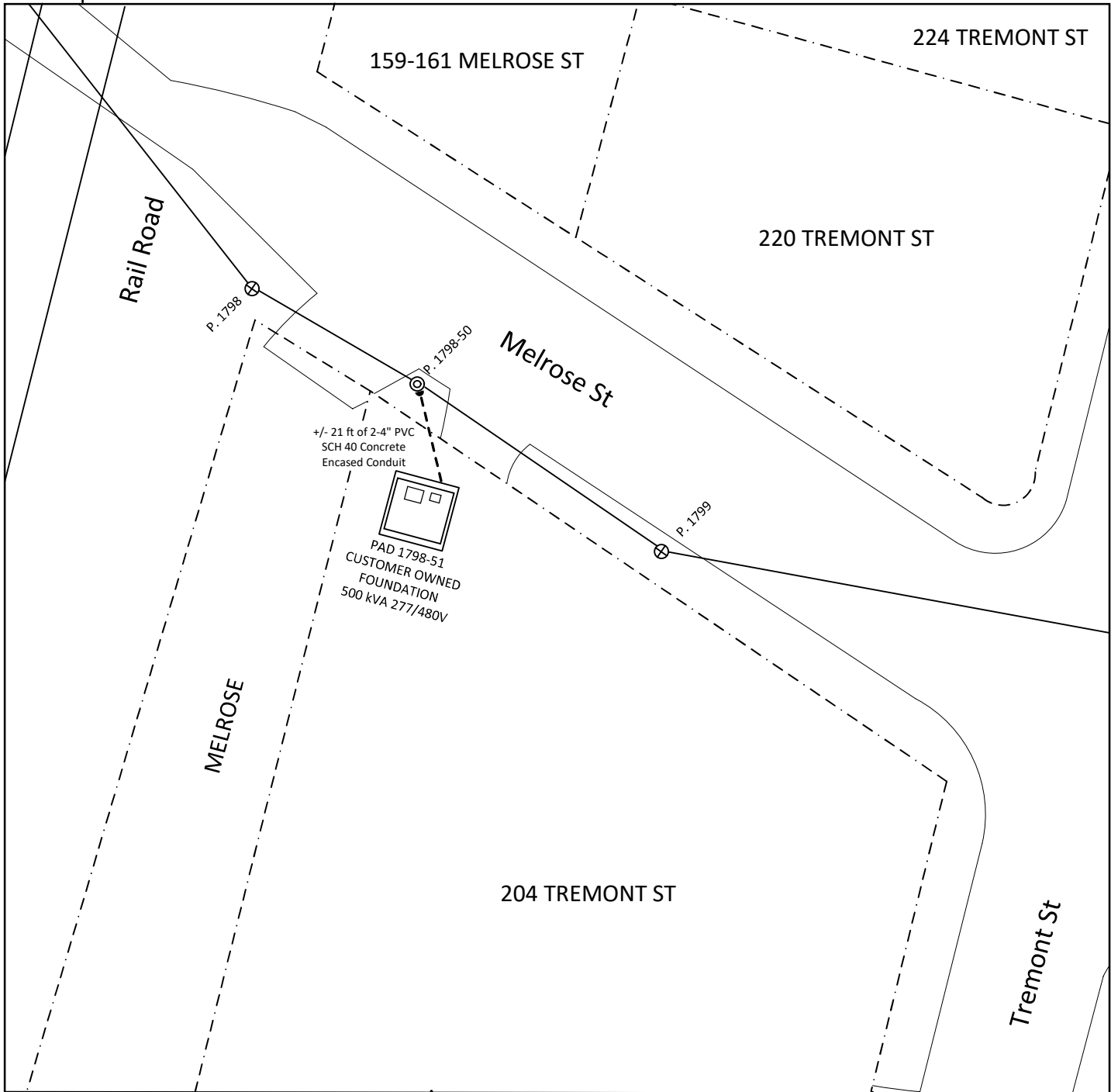
Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above



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