Board Members
Dennis Crowley, Chair
Maryjane White, Vice-Chair
Frank Rossi, Clerk
Glenn Trindade, Member
Todd Alessandri, Member

Medway Town Hall
155 Village Street
Medway, MA 02053
Telephone (508) 533-3264
Fax (508) 321-4988

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

SELECT BOARD

Select Board Meeting
October 5, 2026, 7:00 PM
Sanford Hall, Town Hall
155 Village Street
Agenda

7:00 PM
- Call to order; Recitation of the Pledge of Allegiance
- Public Comments

Other Business
1. Select Board Community Announcements
2. Contract Approval:
    a. Regulatory Agreement and Declaration of Restrictive Covenants – 56 Summer Street
    b. Girard & Associates, Inc. – Emergency Medical Services Ambulance Trip Sheet Audit Management Program - $28,500
    c. Colliers Project Leaders, Municipal Complex Owner's Project Manager - Construction, Furniture, Fixtures and Equipment, Move, and Closeout Fee Phases Proposal - $1,548,767
    d. Dore + Whittier, Municipal Complex Designer - Construction Administration and Closeout Phases Fee Proposal - $2,439,400
    e. Environ Energy – Medway High School Weatherization Project - $181,462
3. Grant Expenditure Authorization: Burke/Memorial Parking Lot Reconstruction - $250,000
4. Approval of Minutes: September 21, 2026
5. Action Items from Previous Meeting
6. Town Manager's Report
7. This time is being reserved for topics that the Chair did not reasonably anticipate would be discussed
8. Select Board Reports

For more information on agenda items, please visit the Select Board's page at medwayma.gov

Upcoming Meetings, Agenda and Reminders
October 19, 2026
November 2, 2026

Members of the public may watch the meeting on:
- Medway Cable Access - Channel 6 on Comcast Cable
- Medway Cable Access - Channel 35 on Verizon Cable
- https://www.facebook.com/medwaycable/
- Livestream via www.medwaycable.com

Public Comment

No associated backup materials.

AGENDA ITEM #1

Select Board Community Announcements

No associated backup materials.

AGENDA ITEM

#2

Contract Approval:

a. Regulatory Agreement and Declaration of Restrictive Covenants – 56 Summer Street
b. Girard & Associates, Inc. – Emergency Medical Services Ambulance Trip Sheet Audit Management Program - $28,500
c. Colliers Project Leaders, Municipal Complex Owner's Project Manager – Construction, Furniture, Fixtures and Equipment, Move, and Closeout Fee Phases Proposal - $1,548,767
d. Dore + Whittier, Municipal Complex Designer – Construction Administration and Closeout Phases Fee Proposal - $2,439,400
e. Environ Energy – Medway High School Weatherization Project - $181,462

Associated backup materials are attached:

- *Local Initiative program Regulatory Agreement & Declaration of Restrictive Covenants for 56 Summer Street with site plan*
- *Agreement between the Town of Medway and Girard Associates, Inc. for EMS Ambulance Trip Sheet Management Program*
- *Colliers Project Leaders Amendment#1 Add-Service Proposal Contract for additional services*
- *Dore + Whittier Construction administration and Closeout Fee proposal*
- *Memo from Stephanie Carlisle, Sustainability Coordinator & Environ Energy Contract for weatherization services at Medway High School*

Proposed Motions on the next page:

Proposed Motions:

A:
I move that the Board vote to approve the Regulatory Agreement and the Declaration of Restrictive Covenants for the 56 Summer Street, multi-family development, and authorize the chair to execute it.

B:

I move that the Board vote to approve the agreement between the Town of Medway and Girard & Associates, Inc. for the Emergency Medical Services Ambulance Trip Sheet Audit Management Program, in an amount not to exceed $28,500, and authorize the Chair to execute it.

C:

I move that the Board vote to approve the construction administration agreement with Colliers as presented, subject to successful approval of the overall project by Medway voters.

D:

I move that the Board vote to approve the construction administration agreement with Dore + Whitter as presented, subject to successful approval of the overall project by Medway voters.

E:

I move that the Board vote to approve the contract with Environ Energy for weatherization services at Medway High School, in an amount not to exceed $181,462.

LOCAL INITIATIVE PROGRAM

REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
OWNERSHIP PROJECT

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this ___ day of September 2026 by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities ("EOHLC"), pursuant to G.L. c. 23B §1 as amended by Chapter 7 of the Acts of 2023, the town of Medway, Massachusetts, 02053 (the "Municipality"), and Mocking Bird Lane, LLC, a Massachusetts corporation/limited partnership/limited liability company, having an address at 70 Bethany Road, Framingham, MA 01702, and its successors and assigns ("Project Sponsor").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low- and Moderate-Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP");

WHEREAS, the Project Sponsor intends to construct a housing development known as Mockingbird Lane Condominium at a =/-6 -acre site on Summer Street in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 16 condominium units/detached dwellings (the "Units") and 2 of the Units will be sold at prices specified in this Agreement to persons or households with incomes at or below eighty percent (80%) of the regional median household income (the "Low- and Moderate-Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Project Sponsor have made application to EOHLC to certify that the units in the Project are Local Action Units (as that term is defined in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by EOHLC with the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, EOHLC has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, EOHLC, the Municipality, and the Project Sponsor hereby agree and covenant as follows:

1. The Project Sponsor agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). In addition, all Low- and Moderate-Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the *Comprehensive Permit Guidelines* (the "Guidelines")) published by EOHLC, and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

_____ of the Low- and Moderate-Income Units shall be one-bedroom units;
1 of the Low- and Moderate-Income Units shall be two-bedroom units;
1 of the Low- and Moderate-Income Units shall be three-bedroom units; and
_____ of the Low- and Moderate-Income Units shall be four-bedroom units.

All Low- and Moderate-Income Units to be occupied by families must contain two or more bedrooms. Low- and Moderate-Income Units must have the following minimum areas:

one-bedroom units	-	700 square feet
two-bedroom units	-	900 square feet
three-bedroom units	-	1200 square feet
four-bedroom units	-	1400 square feet

The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for persons with disabilities. the Project must also comply with all applicable local codes, ordinances and by-laws.

Each Low- and Moderate-Income Unit will be sold for no more than the price set forth in Exhibit B attached hereto and made a part hereof to an Eligible Purchaser. An Eligible Purchaser is a Family (i) whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U. S. Department of Housing and Urban Development and (ii) whose assets do not exceed the limits specified in the Guidelines. A "Family" shall mean two or more persons who will live regularly in the Low- or Moderate-Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Boston-Cambridge-Quincy MSA/HMFA/County.

2. Upon the occurrence of one of the events described in 760 CMR 56.03(2), the Project will be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.01. Only Low- and Moderate-Income Units will be counted as SHI Eligible Housing as that term is described in 760 CMR 56.01 for the purposes of the Act.

3. (a) At the time of sale of each Low- and Moderate-Income Unit by the Project Sponsor, the Project Sponsor shall execute and shall as a condition of the sale cause the purchaser

of the Low- and Moderate-Income Unit to execute an Affordable Housing Deed Rider in the form of Exhibit C attached hereto and made a part hereof (the "Deed Rider"). Such Deed Rider shall be attached to and made a part of the deed from the Project Sponsor to the Unit Purchaser. Each such Deed Rider shall require the Unit Purchaser at the time he desires to sell the Low- and Moderate-Income Unit to offer the Low- and Moderate-Income Unit to the Municipality and to EOHLC at a discounted purchase price more particularly described therein. The Municipality and EOHLC shall have the option upon terms more particularly described in the Deed Rider to either purchase the Low- and Moderate-Income Unit or to find an Eligible Purchaser. The Deed Rider shall require the Unit Purchaser and the Eligible Purchaser to execute at the time of resale a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low- and Moderate-Income Unit which will be attached and made a part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Low- and Moderate-Income unit will be preserved each time that subsequent resales of the Low- and Moderate-Income unit occur. (The various requirements and restrictions regarding resale of a Low- and Moderate-Income Unit contained in the Deed Rider are hereinafter referred to as the ("Resale Restrictions"). If upon the initial resale or any subsequent resale of a Low- and Moderate-Income Unit, the Municipality and EOHLC are unable to find an Eligible Purchaser for the Low- and Moderate-Income Unit, and the Municipality and EOHLC each elect not to exercise its right to purchase the Low- and Moderate-Income Unit, then the then current owner of the Low- and Moderate-Income Unit shall have the right to sell the Low- and Moderate-Income Unit to any person, regardless of his income (an "Ineligible Purchaser") at the Maximum Resale Price and subject to all rights and restrictions contained in the Deed Rider, and provided that the Unit is conveyed subject to a Deed Rider identical in form and substance to the Deed Rider then in effect with respect to the Low- and Moderate-Income Unit which will be attached and made part of the deed from the Unit Purchaser to the Ineligible Purchaser.

(b) For each sale of a Low- and Moderate-Income Unit, EOHLC must approve the terms of the Eligible Purchaser's mortgage financing as evidenced by EOHLC's issuance of the Resale Price Certificate described in the Deed Rider.

(c) The Municipality agrees that in the event that it purchases a Low- and Moderate-Income Unit pursuant to its right to do so contained in the Deed Rider then in effect with respect to such Low- and Moderate-Income Unit, that the Municipality shall within six (6) months of its acceptance of a deed of such Low- and Moderate-Income Unit, either (i) sell the Low- and Moderate-Income Unit to an Eligible Purchaser at the same price for which it purchased the Low- and Moderate-Income Unit plus any expenses incurred by the Municipality during its period of ownership, such expenses to be approved by EOHLC, subject to a Deed Rider satisfactory in form and substance to EOHLC and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to EOHLC, the method for selecting such Eligible Purchaser to be approved by EOHLC or (ii) rent the Low- and Moderate-Income Unit to a person who meets the income guidelines of the LIP Program, upon terms and conditions satisfactory to EOHLC and otherwise in conformity with the requirements of the LIP Program. If the Municipality fails to sell or rent the Low- and Moderate-Income unit as provided herein within said six (6) month period, or if at any time after the initial rental of the Low- and Moderate-Income Unit by the Municipality as provided herein the Low- and Moderate-Income Unit becomes vacant and remains vacant for more

than ninety (90) days, then such Low- and Moderate-Income Unit shall cease to be counted as SHI Eligible Housing, and shall no longer be included in the Subsidized Housing Inventory.

(d) Each Low- and Moderate-Income Unit will remain SHI Eligible Housing and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Project Sponsor is in default hereunder; (2) the Project and Low- and Moderate-Income Unit each continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) either (i) a Deed Rider binding the then current owner of the Low- and Moderate-Income Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Low- and Moderate-Income Unit is either in compliance with the terms of the Deed Rider, or the Municipality is in the process of taking such steps as may be required by EOHLC to enforce the then current owner's compliance with the terms of the Deed Rider or (ii) the Low- and Moderate-Income Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of the last preceding paragraph, or (iii) the Low- and Moderate-Income Unit is owned by EOHLC.

4. Intentionally Omitted

5. (a) Prior to marketing or otherwise making available for sale any of the Units, the Project Sponsor must obtain EOHLC's approval of a marketing plan (the "Marketing Plan") for the Low- and Moderate-Income Units. Such Marketing Plan must describe the buyer selection process for the Low- and Moderate-Income Units and must set forth a plan for affirmative fair marketing of Low- and Moderate-Income Units and effective outreach to protected groups underrepresented in the municipality, including provisions for a lottery, consistent with the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low- and Moderate-Income Units, subject to all provisions of the Regulations and Guidelines, provided that any local preference shall apply only to the initial unit sales by the Project Sponsor. When submitted to EOHLC for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the buyer selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and EOHLC directives reflecting the agreement between EOHLC and the U.S. Department of Housing and Urban Development in the case of *NAACP, Boston Chapter v. Kemp.* **If the Project is located in the Boston-Cambridge-Quincy, MA-NH MSA, the Project Sponsor must list all Low- and Moderate-Income Units with the Boston Fair Housing Commission's MetroList (Metropolitan Housing Opportunity Clearing Center); other requirements for listing of units are specified in the Guidelines.** All costs of carrying out the Marketing Plan shall be paid by the Project Sponsor.

(b) The Project Sponsor may use in-house staff to draft and/or implement the Marketing Plan, provided that such staff meets the qualifications described in the Guidelines. The Project Sponsor may contract for such services provided that any such contractor must be experienced and qualified under the standards set forth in the Guidelines. A failure to comply with the Marketing Plan by the Project Sponsor or by the Municipality shall be deemed to be a default of this Agreement. The Project Sponsor agrees to maintain for at least five years following the sale of the last Low- and Moderate-Income Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by EOHLC which may be inspected at any time by EOHLC. All Marketing Documentation must be approved by EOHLC prior to its use by the Project Sponsor or the Municipality. The Project Sponsor and the Municipality agree that if at any time prior to or during the process of marketing the Low- and Moderate-Income Units, EOHLC determines that the Project Sponsor, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Project Sponsor or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by EOHLC.

6. Neither the Project Sponsor nor the Municipality shall discriminate on the basis of race, religion, color, sex, sexual orientation, familial status, age, disability, marital status, national origin, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of buyers for the Units; and the Project Sponsor shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

7. (a) The Project Sponsor agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. EOHLC and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Project Sponsor and the Project in order to monitor the Project Sponsor's compliance with the terms of this Agreement.

(b) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to EOHLC that each of the Low- and Moderate-Income Units continues to be occupied by a person who was an Eligible Purchaser at the time of purchase; that any Low- and Moderate-Income Units which have been resold during the year have been resold in compliance with all of the terms and provisions of the Deed Rider then in effect with respect to each such Low- and Moderate-Income Unit, and in compliance with the Regulations and Guidelines and this Agreement; and that the Project and the Low- and Moderate-Income Units have otherwise been maintained in a manner consistent with the Regulations and Guidelines, this Agreement, and the Deed Rider then in effect with respect to each Low- and Moderate-Income Unit.

8. Upon execution, the Project Sponsor shall immediately cause this Agreement and any amendments hereto to be recorded/filed with the Registry, and the Project Sponsor shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Project Sponsor shall immediately transmit to EOHLC and the Municipality evidence of such

recording or filing including the date and instrument, book and page or registration number of the Agreement.

9. The Project Sponsor hereby represents, covenants and warrants as follows:

(a) The Project Sponsor (i) is a limited liability company, duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Project Sponsor (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Project Sponsor is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Project Sponsor will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by EOHLC, or other permitted encumbrances, including mortgages referred in paragraph 10, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Project Sponsor, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially or adversely affect its financial condition.

10. (a) Except for sales of Low- and Moderate-Income Units to Eligible Purchasers and sales of other Units to unit owners in the ordinary course of business as permitted by the terms of this Agreement, the Project Sponsor will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of EOHLC and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Project Sponsor's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;

- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;

- A certification from the Municipality that the Project is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless EOHLC or the Municipality notifies the Project Sponsor within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or

- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or

- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Project Sponsor shall provide EOHLC and the Municipality with thirty (30) day's prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of the Project Sponsor; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in the Project Sponsor (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

(iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of the Project Sponsor's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any

interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, EOHLC's consent under this Section 10 shall not be required with respect to the grant by the Project Sponsor of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

The Project Sponsor hereby agrees that it shall provide copies of any and all written notices received by the Project Sponsor from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

11. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Project Sponsor, (or if the Project consists of detached dwellings, by homebuyers) Project Sponsor agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Project Sponsor will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by EOHLC and the Municipality.

12. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

13. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

EOHLC: Executive Office of Housing and Livable Communities
Attention: Local Initiative Program Director
100 Cambridge Street, Suite 300
Boston, MA 02114

Municipality: Town of Medway
Attn: Community and Economic Development
155 Village Street
Medway, MA 02053

Project Sponsor: Mocking Bird Lane, LLC
70 Bethany Road
Framingham, MA 01701

14. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, the Project Sponsor and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns. EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement shall be perpetual, provided however, that this Agreement shall terminate if (a) at any time hereafter there is no Low- and Moderate-Income Unit at the Project which is then subject to a Deed Rider containing the Resale Restrictions, and there is no Low- and Moderate-Income Unit at the Project which is owned by the Municipality or EOHLC as provided in Section 4 hereof, . The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

(b) The Project Sponsor intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Project Sponsor's successors in title, (ii) are not merely personal covenants of the Project Sponsor, and (iii) shall bind the Project Sponsor, its successors and assigns and enure to the benefit of EOHLC and its successors and assigns for the term of the Agreement. Project Sponsor hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

(c) The Resale Restrictions contained in each of the Deed Riders which are to encumber each of the Low- and Moderate-Income Units at the Project pursuant to the requirements

of this Agreement shall also constitute an affordable housing restriction as that term is defined in G.L. c. 184, §31 and as that term is used in G.L. c. 184, §§26, 31, 32, and 33. Such Resale Restrictions shall be for the benefit of both EOHLC and the Municipality and both EOHLC and the Municipality shall be deemed to be the holder of the affordable housing restriction created by the Resale Restrictions in each of the Deed Riders. EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. To the extent that the Municipality is the holder of the Resale Restrictions to be contained in each of the Deed Riders, the Director of EOHLC by the execution of this Agreement hereby approves such Resale Restrictions in each of the Deed Riders for the Low- and Moderate-Income Units of the Project as required by the provisions of G.L. c. 184, §32.

15. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by EOHLC which EOHLC shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. (a) The Project Sponsor and the Municipality each covenant and agree to give EOHLC written notice of any default, violation or breach of the obligations of the Project Sponsor or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If EOHLC becomes aware of a default, violation, or breach of obligations of the Project Sponsor or the Municipality hereunder without receiving a Default Notice from Project Sponsor or the Municipality, EOHLC shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "EOHLC Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of EOHLC within thirty (30) days after the giving of the Default notice by the Project Sponsor or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the EOHLC Default Notice, then at EOHLC's option, and without further notice, EOHLC may terminate this Agreement, or EOHLC may apply to any state or federal court for specific performance of this Agreement, or EOHLC may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If EOHLC elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16(a), then the Low- and Moderate-Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed SHI Eligible Housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory. The foregoing sentence shall not apply to Low- and Moderate-Income Units that have been conveyed in compliance and remain in compliance with Section 3 of this Agreement.

17. The Project Sponsor represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

18. EOHLC may delegate to the Municipality any of its oversight and enforcement responsibilities under this Agreement, with the agreement of the Municipality, by providing written notice of such delegation to the Project Sponsor and the Municipality.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

Mocking Bird Lane, LLC

By: _____
Christopher M. Torti, Manager

_____
Alan Marks, Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Mi, ss.

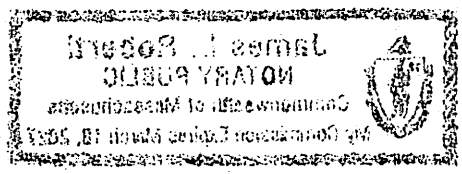
On this 8th day of September 2026, before me, the undersigned notary public, personally appeared Christopher M. Torti and Alan Marks , proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the persons whose names aresigned on the preceding document, as Managers_ of the Mocking Bird Lane, LLC, and acknowledged to me that they signed it voluntarily for its stated purpose.

James L. Roberti
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 18, 2027

_____
Notary Public James L. Roberti
My Commission Expires: March 18, 2027

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low- & Moderate-Income Units
Exhibit C - Form of Deed Rider

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.


James L. Rogers
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 18, 2027

Executed as a sealed instrument as of the date first above written.

EXECUTIVE OFFICE OF HOUSING AND LIVABLE COMMUNITIES

By:_____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low- & Moderate-Income Units
Exhibit C - Form of Deed Rider

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

Executed as a sealed instrument as of the date first above written.

TOWN OF MEDWAY

By:_____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low- & Moderate-Income Units
Exhibit C - Form of Deed Rider

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

Executed as a sealed instrument as of the date first above written.

TOWN OF MEDWAY

By:_____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low- & Moderate-Income Units
Exhibit C - Form of Deed Rider

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

Executed as a sealed instrument as of the date first above written.

TOWN OF MEDWAY

By:_____
Its:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK, ss.

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
Notary Public
My Commission Expires:

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low- & Moderate-Income Units
Exhibit C - Form of Deed Rider

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

CONSENT AND SUBORDINATION OF MORTGAGE TO REGULATORY AGREEMENT

Reference is hereby made to two certain Mortgages dated November 14, 2024 given by Mocking Bird Lane, LLC to Resource Capital, LLC recorded with the Norfolk County Registry of Deeds at Book 42111, Page 121 and Book 42111, Page 143 ("Mortgages").

The Undersigned, present holder of said Mortgages hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgages shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgages had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgages it shall comply with the terms and conditions hereof.

RESOURCE CAPITAL, LLC

By:_____
William A. Depietri its Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER, ss.

On this 8th day of September, 2026 before me, the undersigned notary public, personally appeared William A. Depietri proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the person whose name is signed on the preceding document, as Manager of Resource Capital, LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.

James L. Roberti
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 18, 2027

_____
Notary Public: James L. Roberti
My Commission Expires: March 18, 2027

EXHIBIT A

Re: Mockingbird Lane Condominium
(Project name)
Medway
(City/Town)
Mocking Bird Lane, LLC
(Developer)

Property Description

SEE ATTACHED DEED AS EXHIBIT A

Bk 42111 Pg119 $76305
11-15-2024 @ 03:31p

NOT A OFFICIAL DEED NOT A OFFICIAL

Tortcon Builders, Inc. a Massachusetts Corporation having a usual place of business at 70 Bethany Road, Framingham, Middlesex County, Massachusetts

for consideration of ONE DOLLAR

grant to Mocking Bird Lane, LLC a Massachusetts Limited Liability Company having a usual place of business at 70 Bethany Road, Framingham Middlesex County, Massachusetts 01702.

with Quitclaim covenants:

A certain tract of parcel of land located on the easterly side of Summer Street and being shown as Lot 2 on a plan of land entitled: " Plan of Land Located at 56 Summer Street, Assessors Parcel # 46-028, Medway, MA , Norfolk County, Continental Land Survey, Franklin, MA , (508) 528-2528, Scale 1"=40', March 9, 2021, revised April 16, 2021, 1 inch = 40 feet" said plan being filed with the Norfolk County Registry of Deeds Plan Book 708, Page 70 to which reference shall be made for a more particular description of Lot 2.

Said Lot 2 containing 241,175 square feet or 5.54 acres according to said plan.

Being a portion of the premises set forth in deed from Diane Lagadec as Personal Representative of the Estate of Pauline T. Delgenio to Tortcon Builders Inc. dated March 29, 2020 and recorded said Deeds in Book 39243, Page 398.

This conveyance does not constitute a sale of all or substantially all of the assets of the grantor corporation in the Commonwealth of Massachusetts and is in the ordinary course of business.

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

William P O'Donnell
WILLIAM P. O'DONNELL, REGISTER

Medway: Lot 2 #56 Summer Street, Medway, MA

EXHIBIT B

Re: Mockingbird Lane Condominium
(Project name)
Medway
(City/Town)
Mocking Bird Lane, LLC
(Developer)

Maximum Selling Prices, Initial Condominium Fees, and Percentage Interest Assigned to Low- and Moderate-Income Units

	Sales Price	Condo Fee	% Interest
One-bedroom units	$_____	$_____	_____
Two-bedroom units	$ 297,000.00	$ 195	_____
Three-bedroom units	$ 330,600.00	$ 245	_____
Four-bedroom units	$_____	$_____	_____

Location of Low- and Moderate-Income Units

The housing units which are Low- and Moderate-Income Units are those designated as unit numbers Bldng 1- Second Unit and Building 7 Unit A on:

☐ floor plans recorded with the Master Deed of the Mocking Bird Lane Condominium recorded with the Norfolk County Registry of Deeds in Book ____, Page ____.

LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

For Projects in Which
Affordability Restrictions Survive Foreclosure

This LOCAL INITIATIVE PROGRAM AFFORDABLE HOUSING DEED RIDER is made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 20__. The Property is located in the city/town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is at or less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

(i) granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee dated _____ and recorded/filed with the _____ Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");

(ii) subject to a Regulatory Agreement among _____ (the "Developer"), [ ] Massachusetts Housing Finance Agency ("MassHousing"), [X] the Massachusetts Executive Office of Housing and Livable Communities ("EOHLC"), as successor agency to the Department of Housing and Community Development, and duly organized and existing pursuant to Chapter 23B, as amended by Chapter 7 of the Acts of 2023, and [X] the Municipality; dated _____ and recorded/filed with the Registry in Book _____, Page _____/Document No. _____ (the "Regulatory Agreement"); and

(iii) √ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low- or moderate-income housing (the "Program"); and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at or less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, EOHLC and the city/town of _____ (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent serve the public's interest in the creation and retention of affordable housing for persons and households of low- and moderate-income and in the restricting of the resale price of property in order to assure its affordability by future low- and moderate-income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at or less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if EOHLC is a party to the Regulatory Agreement and is not the Monitoring Agent, by EOHLC.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is the _____ MSA/HMFA.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income,

the income statistics used by MassHousing for its low- and moderate-income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household. Currently, the AMI for the _____ MSA/HMFA is $_____.

Chief Executive Officer shall mean the mayor in a city or the board of selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [ ] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by EOHLC) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum

Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [ ] _____ percent (___%) of Area Median Income, as required by the Program) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by EOHLC for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and EOHLC.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of **Two Percent (2%)** of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer;

or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase.

(a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation

continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households

identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by EOHLC, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed.

(a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the

deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions.

(a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees.

(a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner) (the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in

excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, which shall include the Federal National Mortgage Association ("Fannie Mae") when it is assignee of the Mortgagee's rights after such foreclosure or conveyance, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, (ii) the title covenants required under Section 5 shall not apply only as to a subsequent REO conveyance by Fannie Mae, and (iii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, EOHLC, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property.

(a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Undersecretary of EOHLC.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall inure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and EOHLC and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent(s): (1) Director, Local Initiative Program
EOHLC
100 Cambridge Street
Boston, MA 02114

(2)

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement.

(a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

(i) specific performance of the provisions of this Deed Rider;

(ii) money damages for charges in excess of the Maximum Resale Price, if applicable;

(iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the

option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.

(iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and

(v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, EOHLC, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [√] shall [ ] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 20___.

Grantor: _____ Owner: _____

By:_____ By:_____
Its:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, _____ of _____, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as _____ of _____, and as the voluntary act of _____.

_____

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was [*check one*]: [ ] a current driver's license, [ ] a current U.S. passport, [ ] my personal knowledge, 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 purpose.

_____

Notary Public
My commission expires:

JAMES L. ROBERTI, P.C.
COUNSELOR AT LAW
235 Weston Road
Wellesley, MA 02482
(508) 328-7590 phone

September 15, 2026

Barbara J. St. Andrew, Esquire
Community and Economic Development
155 Village Street
Medway, MA 02053

RE: Mocking Bird Lane, LLC – Regulartory Agreement

Dear Barbara:

Enclosed herewith please find the original signed LIP Regulatory Agreement for the Mocking Bird Lane Condominium Project. Let me know if you need anything further. Thanks

Very truly yours,

James L. Roberti

Executed as a sealed instrument as of the date first above written.

Mocking Bird Lane, LLC

By: _____
Christopher M. Torti, Manager

_____
Alan Marks, Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Mi, ss.

On this 28th day of September 2026, before me, the undersigned notary public, personally appeared Christopher M. Torti and Alan Marks , proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the persons whose names aresigned on the preceding document, as Managers_ of the Mocking Bird Lane, LLC, and acknowledged to me that they signed it voluntarily for its stated purpose.

James L. Roberti
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 18, 2027

_____
Notary Public James L. Roberti
My Commission Expires: March 18, 2027

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low- & Moderate-Income Units
Exhibit C - Form of Deed Rider

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

Executed as a sealed instrument as of the date first above written.

Mocking Bird Lane, LLC

By:_____
Christopher M. Torti, Manager

_____
Alan Marks, Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Mi, ss.

On this 28th day of September 2026, before me, the undersigned notary public, personally appeared Christopher M. Torti and Alan Marks , proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the persons whose names aresigned on the preceding document, as Managers_ of the Mocking Bird Lane, LLC, and acknowledged to me that they signed it voluntarily for its stated purpose.

James L. Roberti
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 18, 2027

_____
Notary Public James L. Roberti
My Commission Expires: March 18, 2027

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© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

Executed as a sealed instrument as of the date first above written.

Mocking Bird Lane, LLC

By: _____
Christopher M. Torti, Manager

_____
Alan Marks, Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Mi, ss.

On this 28th day of September 2026, before me, the undersigned notary public, personally appeared Christopher M. Torti and Alan Marks , proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the persons whose names aresigned on the preceding document, as Managers_ of the Mocking Bird Lane, LLC, and acknowledged to me that they signed it voluntarily for its stated purpose.

_____
Notary Public James L. Roberti
My Commission Expires: March 18, 2027

James L. Roberti
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 18, 2027

Attachments: Exhibit A - Legal Property Description
Exhibit B - Prices & Location of Low- & Moderate-Income Units
Exhibit C - Form of Deed Rider

© EOHLC When used in the Local Initiative Program, this form may not be modified without the written approval of the Executive Office of Housing and Livable Communities.

CONSENT AND SUBORDINATION OF MORTGAGE TO REGULATORY AGREEMENT

Reference is hereby made to two certain Mortgages dated November 14, 2024 given by Mocking Bird Lane, LLC to Resource Capital, LLC recorded with the Norfolk County Registry of Deeds at Book 42111, Page 121 and Book 42111, Page 143 ("Mortgages").

The Undersigned, present holder of said Mortgages hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgages shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgages had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgages it shall comply with the terms and conditions hereof.

RESOURCE CAPITAL, LLC

By:_____
William A. Depietri its Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER, ss.

On this 28th day of September, 2026 before me, the undersigned notary public, personally appeared William A. Depietri proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the person whose name is signed on the preceding document, as Manager of Resource Capital, LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public: James L. Roberti
My Commission Expires: March 18, 2027

James L. Roberti
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 18, 2027

CONSENT AND SUBORDINATION OF MORTGAGE TO REGULATORY AGREEMENT

Reference is hereby made to two certain Mortgages dated November 14, 2024 given by Mocking Bird Lane, LLC to Resource Capital, LLC recorded with the Norfolk County Registry of Deeds at Book 42111, Page 121 and Book 42111, Page 143 ("Mortgages").

The Undersigned, present holder of said Mortgages hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgages shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgages had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgages it shall comply with the terms and conditions hereof.

RESOURCE CAPITAL, LLC

By:_____
William A. Depietri its Manager

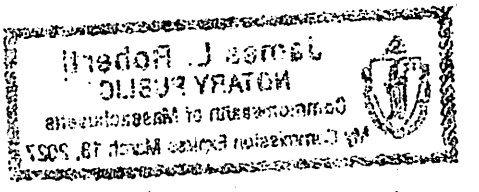
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER, ss.

On this 25th day of September, 2026 before me, the undersigned notary public, personally appeared William A. Depietri proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the person whose name is signed on the preceding document, as Manager of Resource Capital, LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public: James L. Roberti
My Commission Expires: March 18, 2027

James L. Roberti
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 18, 2027


James L. Robert
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 19, 2027

CONSENT AND SUBORDINATION OF MORTGAGE TO REGULATORY AGREEMENT

Reference is hereby made to two certain Mortgages dated November 14, 2024 given by Mocking Bird Lane, LLC to Resource Capital, LLC recorded with the Norfolk County Registry of Deeds at Book 42111, Page 121 and Book 42111, Page 143 ("Mortgages").

The Undersigned, present holder of said Mortgages hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgages shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgages had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgages it shall comply with the terms and conditions hereof.

RESOURCE CAPITAL, LLC

By:_____
William A. Depietri its Manager

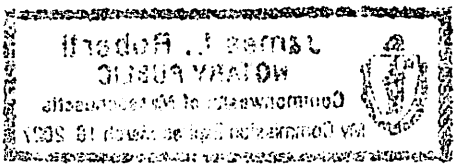
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER, ss.

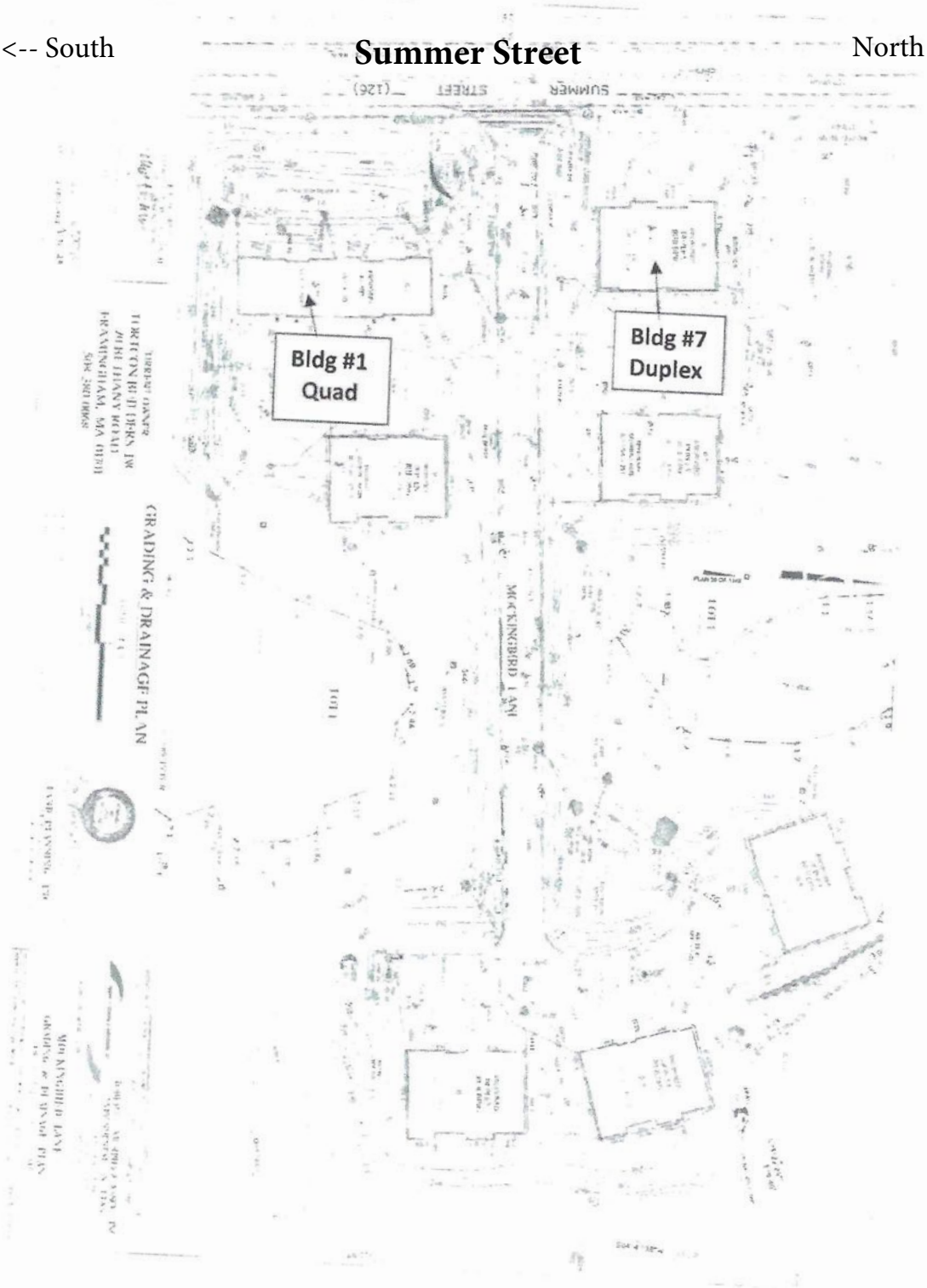
On this 28th day of September, 2026 before me, the undersigned notary public, personally appeared William A. Depietri proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the person whose name is signed on the preceding document, as Manager of Resource Capital, LLC, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public: James L. Roberti
My Commission Expires: March 18, 2027

James L. Roberti
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires March 18, 2027


James L. Hobart II
NOTARY PUBLIC
Commonwealth of Massachusetts

<-- South **Summer Street** North -->



Docusign Envelope ID: 4C50F516-97B7-8016-8359-811EAFFC2836

AGREEMENT FOR AN EMERGENCY MEDICAL SERVICES (EMS) AMBULANCE TRIP SHEET AUDIT MANAGEMENT PROGRAM BETWEEN THE TOWN OF MEDWAY AND GIRARD & ASSOCIATES, INC.

This Emergency Medical Services (EMS) Ambulance Trip Sheet EMS Audit Management Program Agreement ("Agreement") is entered into on the ___ day of _____, 2026 by and between the Town of Medway Fire Department, a municipal corporation with an office at 155 Village Street, Medway, MA 02053 ("CLIENT"), and Girard & Associates, Inc, a Massachusetts corporation with an office at P.O. Box 1144 Westport, MA 01247 ("GA"). CLIENT desires to retain the services of GA and GA desires to render services to the CLIENT upon the following terms and conditions. Therefore, in consideration of the promises, undertakings, and covenants set forth in this Agreement, the Parties agree as follows.

WHEREAS, the Town of Medway Fire Department seeks to improve the quality of patient care delivered to the community and to enhance the quality, accuracy, billing compliance, legal defensibility, and overall efficiency of its emergency medical services (EMS) patient care documentation, including improving billing accuracy and reducing claim denials; and

WHEREAS, Girard and Associates, Inc. provides EMS clinical documentation risk assessment, auditing, education and training programs; and

WHEREAS, CLIENT desires to retain GA to perform such auditing, education, and training services, and GA desires to provide such services to CLIENT, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein, the Parties agree as follows:

1. SCOPE OF WORK (SOW)

a. GA will provide an EMS Ambulance Trip Sheet Audit Management Program that consists of the following:
   i. Audit and score approximately 1,900 CLIENT ambulance trip sheets and enter the applicable PCR data into the GA database.
   ii. Educate CLIENT and CLIENT's medical director on developing EMS clinical and quality improvement performance benchmarks and best practices.
   iii. Prepare and submit CQI reports to CLIENT and its physician medical director for the purpose of educating CLIENT and its physician medical director regarding CLIENT's performance.

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iv. Develop, implement, and educate applicable CLIENT personnel on CLIENT's annual CQI plan and its elements.
v. Educate, coach, and mentor CLIENT's applicable personnel in coordination with CLIENT and CLIENT's medical director to facilitate adherence to CLIENT's CQI policies, procedures, and the applicable EMS treatment protocols.
vi. Review circumstances surrounding EMS CQI variances and develop individual or system-wide educational opportunities focused on CQI benchmark achievement jointly with CLIENT and CLIENT's medical director.
vii. Develop and recommend for CLIENT's implementation, methods to facilitate CQI related communication between CLIENT, CLIENT's medical director, and EMTs.
viii. Provide feedback to providers on all category 3 and 4 calls as they arise for immediate remediation.
ix. Perform trimester reviews with all providers to discuss overall performance and identify trends for improvement for each staff member.
x. Provide trimester data reports to management every 4 months to summarize performance and status of CQI project.

b. CLIENT will:
i. CLIENT will furnish GA with approximately nineteen hundred (1,900) ambulance trip sheets in a mutually agreeable secure HIPAA compliant format. CLIENT will compensate GA in accordance with Section 3 of this Agreement, subject to applicable municipal appropriation and funding requirements under Massachusetts law.

2. DURATION OF THE AGREEMENT

a. The duration of this Agreement is July 1, 2026, to June 30, 2027, unless terminated in accordance with Section 10.

3. COMPENSATION AND PAYMENT SCHEDULE

a. CLIENT shall compensate GA according to the following:
i. Total Compensation for GA's obligation in Section 1 is $28.500.00 to be paid in two installments of $14,250.00 each. GA will invoice CLIENT for each installment. GA will invoice CLIENT for the first installment upon the execution of the Agreement. The second installment shall be invoiced by GA to Client on or before December 31, 2026. Client shall make payments within thirty (30) days after its receipt of invoice.
ii. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.

b. Withholding; Other Benefits
i. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. GA shall

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be solely responsible for reporting and paying any such taxes. The CLIENT shall not provide GA with any coverage or participation in the CLIENT's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees. GA acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.

4. CONFIDENTIALITY

a. GA acknowledges and agrees that any identifiable information or protected health information covered by HIPAA ("PHI") provided by CLIENT or obtained by GA because of its obligations in SOW is "Confidential Information."

b. Except for disclosures required by law or allowed by this section, GA shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of GA or any other person, except with the prior written consent of the CLIENT.

c. CLIENT understands that Confidential Information may be required to be disclosed to certain individuals for operational purposes, including its employees, agents, advisors, physician medical directors, or attorneys of GA, who will all be bound by the confidentiality set forth in this Agreement and the Business Associate Agreement, attached as Exhibit A, and expressly incorporated herein.

d. GA shall maintain records of the persons to whom Confidential Information is distributed, will inform all such persons of the confidential nature of the information, will direct them to treat such information in accordance with this Agreement and the Business Associate Agreement, and will exercise such precautions or measures as may be reasonable in the circumstances to prevent improper use of Confidential Information by them.

e. The term "Confidential Information" does not include information that is or becomes publicly available (other than through breach of this Agreement) or information that is or becomes available to GA on a non-confidential basis, provided that the source of such information was not known by GA (after such inquiry as would be reasonable in the circumstances) to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information.

f. Confidential Information may be disclosed by GA to the extent required during inspections or inquiries by federal or state regulatory agencies to whose jurisdiction GA is subject to and that have the legal right to inspect the files

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that contain the Confidential Information. GA will advise CLIENT promptly upon such disclosure.

g. HIPAA. Acceptable uses of Protected Health Information (PHI) by GA are limited to ambulance trip sheet audits, including communication about the ambulance trip sheet audit between GA, its. employees, subcontractors, agents, and CLIENT's Business Associate(s), and any other purpose(s) permitted or mandated by federal law/regulation pursuant to 45 C.F.R. § 164.502(j)(1) (2005) or applicable state law.

   i. Parties agree to adhere to the conditions set forth in the Business Associate Agreement, which is attached as Exhibit A hereto.

h. No Release of Confidentiality Obligations. GA agrees that the termination of this Agreement shall not release GA from any Confidentiality obligations.

i. Use of Data Processing Tools and AI-Assisted CQI Tools
   i. GA may use proprietary databases and automated, algorithm-assisted, machine-learning, and artificial-intelligence-enabled tools to support and facilitate the SOW provided under this Agreement, including organization, extraction, classification, trend analysis, protocol-variance detection, scoring support, prioritization, and generation of proposed CQI findings or recommendations from electronic patient care reports and related CQI materials. The use of such technology shall comply with HIPAA's data privacy and security rules and shall be HIPAA compliant.

   ii. AI-assisted functionality is intended to support, prioritize, and facilitate professional CQI review and does not replace independent clinical judgment, peer review oversight, or professional decision-making by qualified EMS CQI personnel and CLIENT's medical director. All final CQI determinations, recommendations, coaching, and corrective-action communications issued by GA under this Agreement remain subject to review and adoption by qualified personnel designated by GA and CLIENT's medical director.

   iii. GA may modify, refine, suspend, replace, or discontinue AI-assisted functionality used in connection with the SOW in its professional discretion.

   iv. GA must maintain commercially reasonable administrative, technical, and physical safeguards designed to protect protected health information, CQI materials, and confidential patient data in accordance with HIPAA, M.G.L. c. 93H and 201 CMR 17.00. GA must not disclose any protected health information, personal information or confidential information under federal or state law to any publicly accessible generative artificial-intelligence platforms for unrestricted public training or public dissemination purposes.

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v. To the extent permitted by applicable law, CQI materials, reports, analytical outputs, recommendations, and related review materials generated in connection with the SOW are intended to constitute confidential quality-improvement and peer-review materials.

5. INTELLECTUAL PROPERTY

a. "Intellectual Property" means any and all designs, devices, techniques, know-how, inventions, discoveries, improvements, code, written materials, methods and practices, procedures, engineering information, technology or intellectual property rights (including, without limitation, patents, patent applications, copyrights, trademarks, trade names, trade secrets, service marks, blueprints, designs, plans, specifications, manufacturing information and processes and documentation thereof, formulae, procedures and all other proprietary rights).

b. Solely with respect to its own Intellectual Property, GA shall have and retain all right, title and interest, including ownership of copyrights, patents, trade secrets and other intellectual property rights in and to methods, processes, techniques, strategies, materials, images, prototypes, software, source and object code and related materials that are used or developed solely by GA, or its agents, during the term of this Agreement, including any modifications to, or derivative works or enhancements of, materials owned or licensed by either CLIENT or GA and any tools, utilities, prototypes, models, processes, methodologies and other such materials that are developed, enhanced or improved during the term of this Agreement by GA or any of its agents or employees, which relate to the performance of the Services, or any modification of the services to be provided under this Agreement. CLIENT acknowledges, to the extent permitted pursuant to the Massachusetts Public Records Law, that all of this work is GA's Intellectual Property, none of this work is "work for hire" and that CLIENT has no rights to the Intellectual Property developed by GA and its agents, principals, employees, subcontractors and delivery partners.

c. GA acknowledges that it has no right, title, and interest in any Intellectual Property licensed or owned now or in the future by CLIENT, or developed solely by CLIENT, or in use by CLIENT at the commencement of this Agreement.

d. Each Party will protect the other Party's Intellectual Property and Confidential Information with the same care and diligence as it would use to protect its own Intellectual Property and Confidential Information, to the extent permitted by law, including but not limited to the Public Records Law. Each Party will take all necessary and appropriate steps to safeguard the other's Intellectual Property and Confidential Information by employees, former employees, vendors, affiliates, and others to whom they have directly, or indirectly, made confidential information available in accordance with the Business Associate Agreement, and state and federal law, including but not limited to HIPAA and G.L. c. 93H. Notwithstanding the foregoing, the Parties acknowledge that the CLIENT is subject to the Massachusetts Public Records Law and may be legally

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required to disclose information that it has in its possession.

e. All de-identifiable data entered into the QA/QI database is the sole property of GA. Upon completion of the Agreement and project, GA shall de-identify all data in accordance with federal and state law and provide client with a written attestation of de-identification upon CLIENT's request.

6. GA REPRESENTATIONS, WARRANTIES, AND LIABILITY

a. GA, its employees, agents, subcontractors, and independent contractors are not responsible for any clinical decision, patient care decision, disciplinary action, employment action, credentialing determination, protocol enforcement decision, remediation measure, regulatory action, or other action or omission undertaken by CLIENT, its medical director, or any local, regional, state, or federal EMS authority arising from or related to GA's performance of the SOW under this Agreement.

b. GA represents to the CLIENT that there is no employment contract or other contractual obligation to which GA is subject that prevents GA from entering into this Agreement or from performing its duties under this Agreement.

c. GA is not responsible for CLIENT's compliance with any reporting, disclosure, notification, licensure, accreditation, regulatory, or statutory obligations applicable to CLIENT under federal, state, regional, or local law, including any serious incident reporting obligations.

d. GA must perform the SOW in a commercially reasonable manner consistent with generally accepted industry practices applicable to administrative EMS CQI support services.

e. GA does not warrant that AI-assisted functionality will operate uninterrupted or error-free or that AI-assisted outputs will identify every documentation issue, protocol variance, or clinical concern. AI-assisted outputs constitute one component of the overall CQI process and will be evaluated in context by qualified GA EMS CQI personnel.

f. This warranty is GA's only warranty concerning the services and any deliverable except those provided under a separate license agreement and is made expressly in lieu of all other warranties and representations, express, implied, including any implied warranties of merchantability, or fitness for a particular purpose or otherwise, all of which are hereby disclaimed.

g. In no event will GA's aggregate liability arising out of or relating to this Agreement exceed the total fees paid to GA under this Agreement during the twelve (12) months preceding the event giving rise to the claim, except to the extent liability results from GA's gross negligence, willful misconduct, or violation of law for which liability cannot legally be limited.

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7. COVENANTS

a. CLIENT acknowledges that GA's software systems, databases, analytical methodologies, scoring criteria, workflows, prompts, algorithms, machine-learning models, AI-assisted functionality, metadata, intermediate analytical data, and related operational information constitute proprietary confidential information of GA. Nothing in this Agreement transfers ownership of such materials or requires GA to disclose proprietary system architecture, source code, models, prompts, or internal operational processes except to the extent required by applicable law.

b. The Parties agree to comply with all federal, state, and local laws, regulations and administrative requirements that pertain to the provision of emergency medical services by CLIENT.

c. If GA becomes aware of information that reasonably suggests a material violation of applicable law by CLIENT relating to the SOW, GA may notify CLIENT.

d. CLIENT shall cooperate with GA in the performance by GA of its services under this Agreement including, without limitation, providing GA with reasonable facilities and timely and accurate to data, information, and personnel of CLIENT.

e. CLIENT is solely responsible for the performance of its personnel and agents including its medical director for the accuracy, completeness, legality, and authorized disclosure of all data and information provided to GA.

f. CLIENT and CLIENT's physician medical director, and not GA, retain sole responsibility for clinical judgment, protocol interpretation, protocol enforcement determinations, patient care oversight, and decisions regarding whether any protocol deviation occurred and what corrective, disciplinary, educational, or remedial action, if any, should be taken.

g. CLIENT is responsible for all QA/QI functions and responsibilities not enumerated in the SOW.

8. INDEMNIFICATION

GA agrees to indemnify and hold harmless CLIENT and its employees, officials, members, representatives, and agents (collectively, the "CLIENT Releasees") from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including reasonable attorney's fees), liabilities, lawsuits and/or costs incurred by the CLIENT Releasees, arising or resulting from a breach of the terms and conditions of this Agreement or a violation of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), HIPAA Regulations or G.L. c. 93H by Business Associate or its

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employees or agents . The indemnification provisions of this Section shall survive the termination of this Agreement.

a. GA will have no indemnification obligation for any claim arising from or related to:
   i. patient care decisions;
   ii. clinical judgment;
   iii. physician oversight;
   iv. protocol interpretation or enforcement;
   v. disciplinary, employment, credentialing, or remediation decisions;
   vi. inaccurate, incomplete, or untimely information supplied by CLIENT or third parties; or
   vii. CLIENT's use, implementation, interpretation, or reliance upon any recommendation, report, CQI finding, analytical output, or AI-assisted output provided by GA.

b. CLIENT must promptly notify GA of any claim subject to indemnification.

c. No provision of this Agreement may be construed as an indemnification by CLIENT or as a waiver of any governmental immunity, limitation of liability, or defense available to CLIENT under Massachusetts law.

9. INSURANCE

a. GA shall obtain as of the Effective Date of this Agreement and maintain during the term of this Agreement liability insurance from an insurer licensed in Massachusetts covering claims based on a violation of HIPAA or any applicable state or federal law or regulation concerning the privacy of a patient or personal information and data breach insurance, including, but not limited to G.L. c. 93H, and claims based on its obligations to the Covered Entity pursuant to this Section in an amount not less than $ 1,000,000 per claim. A copy of such Certificate of Insurance evidencing the policies shall be provided to Covered Entity.

b. GA shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the CLIENT, as set forth below:

General Liability	
Bodily Injury Liability	$1,000,000 per claim
Property Damage Liability	$1,000,000 per claim
(or combined single limit)	$1,000,000 per claim
Automobile Liability	
Bodily Injury Liability	$1,000,000 per claim
Property Damage Liability	$1,000,000 per claim
(or combined single limit)	$1,000,000 per claim

Workers' Compensation Insurance
Coverage for all employees in accordance with Massachusetts General Laws

Professional and Cyber Liability Insurance	
Minimum Coverage	$1,000,000 per claim

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All policies shall identify the CLIENT as an additional insured (except Workers' Compensation and Professional Liability) and shall provide that the CLIENT shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the CLIENT upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

c. If any required insurance is written on a Claims-Made rather than an Occurrence basis, the Retroactive Date shall be on or before the effective date of this Agreement. The policyholder shall maintain such coverage in effect for at least 3 years after the completion of work or termination of this Agreement. If the policy is canceled or non-renewed, or if a retroactive date is advanced upon renewal, GA shall purchase Extended Reporting Period (Tail Coverage) to maintain continuous coverage for any claims arising out of events occurring prior to the termination date. GA shall provide written proof of such insurance and tail coverage upon request.

10. SEVERABILITY

a. If any provision of this Agreement or the application of it to any person or circumstance is held invalid, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision.

b. The Parties shall add a provision as similar in terms to the illegal, invalid, and unenforceable provision as may be possible and be legal, valid, and enforceable.

11. TERMINATION

Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other Party. In the event of termination, CLIENT shall only be responsible for paying GA for services performed up to the effective date of termination, calculated at the hourly rate of **$153.50**, and only to the extent funds have been appropriated and are available for such purpose in accordance with Massachusetts law. Neither Party shall be liable to the other for any consequential, incidental, or expectation damages arising from or relating to such termination.

12. INDEPENDENT CONTRACTOR STATUS

a. GA acknowledges that it is an independent contractor and is not an agent, partner, joint venturer, or employee of CLIENT. GA shall have no authority to bind or otherwise obligate CLIENT in any manner nor shall GA represent to anyone that it has a right to do so.

b. GA shall not assign any of its rights under this Agreement.

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c. GA may subcontract and/or delegate the performance of its duties under this Agreement with the prior written consent of CLIENT, which consent shall not be unreasonably withheld.

13. MISCELLANEOUS

a. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and GA submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

b. This Agreement and the Business Associate Agreement attached as Exhibit A constitute the entire Agreement between CLIENT and GA pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, proposals, and understandings of CLIENT and GA. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Parties.

14. COMPLIANCE

a. Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal anti-kickback statute.

b. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

c. Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

15. FORCE MAJEURE

a. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including,

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without limitation, an act of God, fire, flood, Covid-19, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, or hackers (a "**force majeure event**"), time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence without liability to the other party; provided, however, that CLIENT will not be excused from the payment of any sums of money owed by CLIENT to GA through the date of the force majeure event. In no event shall CLIENT be required to pay for services not rendered. In addition, neither party will have the right to claim damages or to terminate this Agreement because of a force majeure event.

b. It is agreed, however, that since performance dates of this Agreement are important to the implementation of requested services, continued failure to perform for periods aggregating thirty (60) or more days, even for causes beyond the reasonable control of GA, shall be deemed to render performance impossible, and CLIENT shall thereafter have the right to terminate this Agreement in accordance with its terms.

16. ETHICS, CONFLICT OF INTEREST, AND NON-COLLUSION

a. The Parties acknowledge that the CLIENT, its officers, employees, board and committee members, and agents are subject to the Massachusetts Conflict of Interest Law, M.G.L. c. 268A**,** and to the advisories and training requirements of the State Ethics Commission. GA shall comply with all applicable provisions of M.G.L. c. 268A in connection with its performance under this Agreement, shall not take any action that would cause any Town officer, employee, or agent to violate said statute, and shall promptly disclose in writing to the Town any potential or actual conflict of interest that arises during the term of this Agreement. GA further certifies, as required by M.G.L. c. 30B, §10, that this Agreement has been made and submitted in good faith and without collusion or fraud with any other person. For purposes of this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization or group of individuals. Nothing in this section shall be construed to impose any obligation on GA beyond those required by applicable law, nor to waive any rights, defenses, or immunities of the Town of Sturbridge under M.G.L. c. 268A or other Massachusetts law.

17 COUNTERPARTS; ELECTRONIC SIGNATURES

a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. Signatures transmitted by facsimile or secure electronic means (including PDF or other reliable electronic signature technology permitted under Massachusetts law, including M.G.L. c. 110G, the Uniform Electronic Transactions Act) shall be deemed valid and binding to the same extent as original signatures. No party shall be required to provide an original

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"wet ink" signature unless specifically requested by the other party and permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Town of Medway (CLIENT)	Girard & Associates, Inc. (GA)
By: _____	By: Paul Girard Paul Girard

DocuSigned by:
Brittany Iacaponi
49D75C6029FB42B...

Brittany Iacaponi

Finance Director/Town Accountant

01220002-5300 Fire Professional Technical

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EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the _____ day of _____, 2026 by and between Town of Medway, hereinafter referred to as "Covered Entity", and Girard and Associates, Inc., hereinafter referred to as "Business Associate."

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is entitled "Paramedic ALS Intercept Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement; and

THEREFORE, in consideration of the Parties' contractual arrangement for emergency medical care audit management, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

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The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(ii) to ensure that its vendors, agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iii) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity in writing of such breach pursuant to the terms of 45 CFR §

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164.410 and cooperate in the Covered Entity's breach analysis procedure, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such written notification to Covered Entity without unreasonable delay and in no event later than 10 calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410. All breach notification costs under HIPAA or G.L. c. 93H will be paid for by Business Associate if the unauthorized use or the disclosure or breach of Protected Health Information or information protected by Massachusetts General Law, c. 93H is caused by Business Associate, including that Business Associate shall be responsible for providing all notification to individuals whose unsecured PHI has been disclosed, as well notification to the Secretary, state officials and the media, as required by HIPAA Rules and G.L. c. 93H. All such federal and state notification and response costs, including, but not limited to, notices and call center costs, will be paid for by Business Associate if the unauthorized use or the disclosure or breach is caused by Business Associate; and

(iv) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

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(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's internal practices, books and records related to use and disclosure of Protected Health Information to ensure both Covered Entity's and Business Associate's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(f) Business Associate shall comply with the applicable provisions of the HIPAA Security Rule.

(g) Business Associate shall report any use or disclosure of protected health information (PHI) not in compliance with the agreement, specifically including breaches of unsecured PHI.

(h) Should a breach occur, the Business Associate must give notice to the affected individual(s), as well as all applicable federal and state regulatory agencies, as required, (in addition to the covered entity) of any breach involving unsecured PHI at its sole cost.

(i) Business Associate shall execute a BAA with any subcontractor, vendor, IT provider or sub-vendor that handles, discloses, or otherwise uses the covered entity's PHI

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(j) To the extent the Business Associate carries out any of the covered entity's obligations under the Privacy Rule (e.g., distributing the covered entity's Notice of Privacy Practices), the Business Associate shall comply with the applicable provisions of the HIPAA Privacy Rule.

Indemnification and Insurance

(a) Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its employees, officials, members, representatives, and agents (collectively, the "Town Releasees") from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including reasonable attorney's fees), liabilities, lawsuits and/or costs incurred by the Town Releasees, arising or resulting from a breach of the terms and conditions of this Agreement or a violation of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), HIPAA Regulations or G.L. c. 93H by Business Associate or its employees or agents. The indemnification provisions of this Section shall survive the termination of this Agreement.

(b) Business Associate shall obtain as of the Effective Date of this Agreement and maintain during the term of this Agreement liability insurance from an insurer licensed in Massachusetts covering claims based on a violation of HIPAA or any applicable state or federal law or regulation concerning the privacy of a patient or personal information and data breach insurance, including, but not limited to G.L. c. 93H, and claims based on its obligations to the Covered Entity pursuant to this Section in an amount not less than $ 1,000,000 per claim. A copy of such Certificate of Insurance evidencing the policies shall be provided to Covered Entity.

III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to Covered Entity or to the individual or the individual's designee in a designated record set to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information as directed or agreed to by Covered entity in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule, and to take all other measures needed to satisfy Covered Entity's obligations under Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available to [Covered Entity or to the individual or the individual's designee] for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

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IV. TERM AND TERMINATION

(a) The term of this Agreement shall commence on Effective Date set forth above and shall continue in full force and effect for so long as the **AGREEMENT FOR AN EMERGENCY MEDICAL SERVICES (EMS) AMBULANCE TRIP SHEET AUDIT MANAGEMENT PROGRAM** continues in full force and effect, or until terminated in accordance with paragraph (b) of this Section, which is sooner.

(b) Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Ambulance Billing Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity. Notwithstanding the foregoing, Covered Entity agrees that it shall not terminate this Agreement without first providing Business Associate a reasonable period of time to cure any breach or end any violation.

(c) Upon termination of this Agreement for any reason, business associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of such information. If the return or destruction of certain Protected Health Information is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

(d) The obligations of Business Associate under this section shall survive the termination of this Agreement.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. The Parties No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Massachusetts. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Docusign Envelope ID: 4C50F516-97B7-8016-8359-811EAFFC2836

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, the Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to remain in compliance with the requirements of the HIPAA Security and Privacy Rule and any other applicable law. In the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

VI. NOTICES

Any notices to be given under this Agreement to a party shall be made via U.S. Mail or express courier to such party's address set forth below, and/or email to the email addresses listed below.

To/From Business Associate	To/From Covered Entity
Girard and Associates, Inc.	Town of Medway Fire Department 44 Milford Street
P.O. Box 1144 Westport, MA 02790 info@girardassoc.com Attn: Privacy Officer	Medway, MA 02053 Attn: Privacy Officer

Docusign Envelope ID: 4C50F516-97B7-8016-8359-811EAFFC2836

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:	BUSINESS ASSOCIATE:
By: _____	By: Paul Girard
Title:_____	Title: President/CEO

Docusign Envelope ID: 4C50F516-97B7-8016-8359-811EAFFC2836

Exhibit B

Services Contracts with GA Requiring the Storage Use or Disclosure of PHI

1. Amazon Web Services (GA's Cloud Provider)
2. Nymbl (GA's Database Developer)

100 Federal Street,
13th Floor
Boston, MA 02110

Main: +1 617 330 8000
www.cplusa.com

Colliers
Project Leaders

August 19, 2026

Mr. Michael Boynton
Town Manager
Town of Medway
155 Village Street
Medway, MA 02053

via email: mboynton@medwayma.gov

Subject: ***Amendment #1: Add-Service Proposal to Provide Project Management Services for the Medway Municipal Complex Project's Construction, FF&E, Move, and Closeout Phase Services***

Dear Mr. Boynton:

Colliers Project Leaders USA NE, LLC ("CPL") is pleased to offer this proposal to provide project management services for the construction, FF&E, move services, and closeout phases of the Medway Municipal Complex Project. We have developed this proposal based on our understanding of the project scope and schedule garnered through our project management effort to date on the project.

Based upon our experience and understanding of the project, our suggested general scope of services can be summarized as follows:

Construction Phase

- Provide full-time, on-site presence during construction to observe the pace and quality of the construction
- Facilitate and run Owner/Architect/Contractor progress meetings
- Implement our quality assurance/control program in concert with the project team
- Review, and recommend for approval, all contractor pay applications as well as proposed change orders
- Review the installation of construction while on site for quality purposes
- Review the construction schedule and monitor for compliance
- Monitor the flow of information (RFI's, Submittals, etc.) to minimize delays in construction
- Review, and recommend for approval, all project related invoices
- Maintain a project financial status report and review as necessary
- Coordinate the services of Owner related consultants (materials testing, special inspections, etc.)

- Meet with Town staff, as required, to provide status updates on the project

Furniture, Fixtures, and Equipment (FF&E) Phase

- Monitor the FF&E design to ensure it aligns with the Owner's requirements and the project budget
- Monitor the FF&E procurement to ensure compliance with State regulations and ensure the procurement path taken is in the best interest of the Town
- Monitor the installation of the FF&E to ensure quality control and schedule
- Manage the FF&E budget and payment of FF&E vendors

Move Services Phase

- Meet with the Owner to develop the appropriate move services strategy as it relates to move services scope and timeline
- Create the move services invitation for bid (IFB) in accordance with M.G.L. c30B and manage the move services procurement
- Monitor the move services to ensure quality control and schedule
- Manage the move services budget and payment to the moving vendor

Closeout Phase

- Monitor the flow of closeout submittals to minimize delays in closeout
- Monitor the Owner-training required for the different pieces of equipment
- Monitor the resolution of the punchlist
- Monitor the designer affidavit process
- Monitor the substantial completion and certificate of occupancy processes
- Assist with properly closing out the varying incentives, tax credits, etc. that the project is going after

The CPL team will be under the leadership of Phil Palumbo with Luis Rodriguez acting as your Project Manager and Gabriel Suriel acting as your Construction Representative. All team members have a great deal of experience with similar projects and are ready to begin immediately, if required.

For the purposes of generating a fee proposal, CPL assumed the following schedule milestones:

- Construction Phase — April 1, 2027 – May 31, 2029
- Occupancy & Closeout Phase — June 1, 2029 – August 31, 2029

Should the project scope and/or schedule be modified, the following hourly rate schedule shall be utilized unless agreed otherwise. CPL proposes to complete this effort through billing on an hourly

basis with anticipated total fees of **$1,548,767**. Please see the attached Exhibit A – Schedule & Fees for Owner's Project Management Services.

2026 Hourly Rates	
Category	**Hourly Rate**
Senior Director	$322.40
Director	$296.40
Associate Director	$254.80
Senior Project Manager	$239.20
Senior Construction Representative	$202.80
Project Manager	$173.00
Construction Representative	$187.20
MEP Cx / Technical Specialist	$182
Assistant Project Manager	$166.40
Financial Specialist / Admin Support	$166.40
Project Coordinator	$156

These rates are subject to an escalation of up to 4% per year and will be adjusted annually in January.

It is understood by the parties that this agreement and direction to perform services contained herein is subject to successful approvals of the overall project funding by both Medway Town Meeting and by voters on a ballot question to adopt a so-called Proposition 2 ½ debt exclusion for the project. Written direction to proceed with these services contained herein shall be required to be received from the Town following Town Meeting and Town Election votes on the topic before work shall commence.

We are very excited about the opportunity to continue our services on the Medway Municipal Complex Project and our relationship with the Town of Medway. Please feel free to contact me at (774) 535-3266 or phil.palumbo@collierseng.com regarding this proposal or any other matter with which we may offer assistance.

Sincerely,

Colliers
Project Leaders

Phil Palumbo, MCPPO
Director, Project Management Services

Attachments
Exhibit A – Schedule & Fees for Owner's Project Management Services dated July 31, 2026
Exhibit B – Staff Resumes

Your signature in the space provided below and return of a signed copy to CPL will signify your acceptance of the terms proposed in this letter of agreement. Any changes to this scope must be agreed upon in writing prior to formal modifications of the agreement as set forth in this document.

Client Authorized Signature

Name	Signature
Title	Date

Colliers Project Leaders USA NE, LLC Authorized Signature

Marc Sklenka	
Name	Signature
Division Operating Officer	8/19/2026
Title	Date

EXHIBIT A:

- Schedule & Fees for Owner's Project Management Services dated July 31, 2026

Colliers

Project Leaders

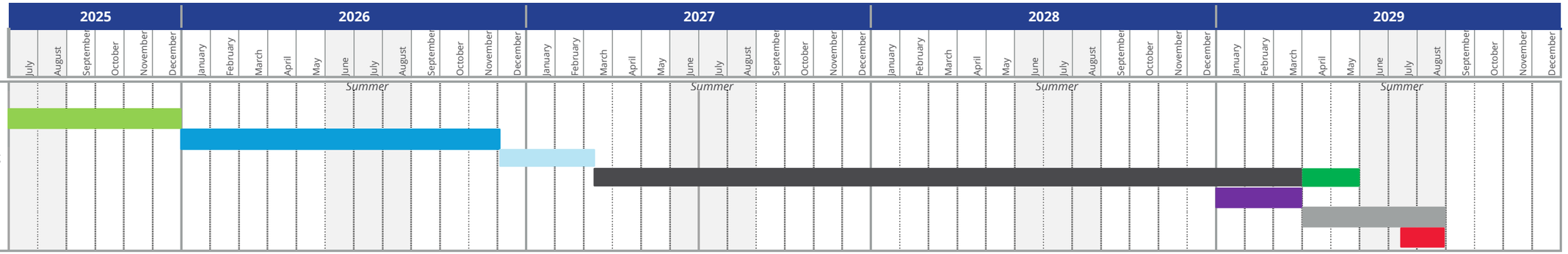
EXHIBIT A

Colliers
Project Leaders

Town of Medway - Municipal Complex Project

Schedule & Fees for Owner's Project Management Services

Friday, July 31, 2026



| Fees for Services | | Staffing Equivalency per Month (FTE) | | |

EXHIBIT B:

- Staff Resumes

Colliers

Project Leaders



Phil Palumbo MCPPO

Director

phil.palumbo@collierseng.com

Colliers Project Leaders

Education and Qualifications

Master of Architecture – Boston Architectural College

Bachelor of Science Architecture and Building Technology – New England Institute of Technology

Accreditations and Memberships

Massachusetts Certified Public Purchasing Official (MCPPO)

Years of Experience

21 years

Years with Firm

13 years

www.cplusa.com

Area of Expertise

Mr. Palumbo brings 20 years of design, engineering, construction and property management expertise to the Colliers' Project Management team. With degrees in Architecture and Building Technology, Phil provides multi-faceted insight to his role as Director. Phil's previous responsibilities have included on-site construction management, architectural design review with particular focus upon code compliance, constructability, project estimating and scheduling.

Relevant Experience

City of Worcester – South Division Firehouse & Emergency Communication Facility – Worcester, MA
Project management services for the design and construction of Worcester's new South Division Firehouse and Emergency Communications Facility. The existing South Division Firehouse is proposed to be replaced and relocated, and will also accommodate an Emergency Communications Center that houses a regional 911 Emergency Call Center. The City is aiming to achieve a high-performance building that is low carbon and energy efficient.

Town of Hadley – New Fire Substation – Hadley, MA
Project management services for a single-story, energy efficient building with a usable space of 5,300 gsf and a mezzanine level. The functional spaces include a meeting room, kitchen / break room, dispatch room, office, two bunk rooms, apparatus bay, and bathrooms.

Town of North Brookfield – Fire Station Headquarters – North Brookfield, MA
Project management services for new 14,782 gsf single-story, energy-efficient building that includes five double deep apparatus bays, Decon area, turnout gear, and vehicle exhaust systems. Firefighter and administration areas will include four double bunk rooms, a kitchen, dining room, day room, and a large public meeting room.

Town of South Hadley – Senior Center Replacement – South Hadley, MA
Project management services relating to the design and construction of a new $11.4 Million South Hadley Council on Aging. The 16,150 gsf structure was designed and constructed to incorporate energy efficiencies. The original structure on site was demolished in its entirety as part of this project.

Town of Stow – Randall Library – Stow, MA
Project management services for the renovations and addition to Stow's Randall Library. The current facility has physical and programmatical limitations. Scope of work involves the design and construction of a renovated historical library, with the removal and rebuilding of a non-historical addition to create an integrated architectural experience. Building envelope, building systems and maintenance issues will also be addressed.



Luis D. Rodriguez Assoc. AIA, LEED GA

Construction Representative

luis.rodriguez@collierseng.com

Colliers Project Leaders

Education and Qualifications

Master of Architecture – Boston Architectural College

Bachelor of Science Architectural Building & Engineering – New England Institute of Technology

Accreditations and Memberships

Associate AIA, American Institute of Architects

LEED Green Associate (LEED GA)

Years of Experience

15 years

Years with Firm

2 years

www.cplusa.com

Area of Expertise

Mr. Rodriguez is an Associate AIA with nearly 15 years of extensive experience in project management, planning, and design, particularly in museums, libraries, and K-12 schools. He has been instrumental in all phases of the design process, from programming and schematic design to construction documentation and project closeout. Luis has managed the coordination and quality assurance of construction documents, overseen construction administration, and led project teams to ensure projects are completed on time. His technical expertise in building envelope assemblies further enhances his capability to ensure compliance with building codes and zoning regulations.

Relevant Experience

City of Fitchburg – Crocker Elementary School – Fitchburg, MA
Project management services for the new Crocker Elementary School. After evaluating three options, the preferred design for the project is to construct a new school. The design option offers a two-story, 114,714-square-foot school to be built on the existing Crocker Elementary site.

City of Fitchburg – Fitchburg Public Library – Fitchburg, MA
Construction Representative responsible for providing cost, quality, and schedule oversight for the 70,000 SF addition / renovation of a public library building project. On-site during the construction phase monitoring quality control, while also monitoring the project schedule and budget.

Congregational Library & Archives – Boston, MA
Designer responsible for managing the construction administration and QA/QC process for a 4,800 SF renovation project of a state-of-the-art library. Facilitated with the review of shop drawings, submittals, RFIs OCOs, PCOs and attended weekly OAC meetings. The Library and Archives house approximately 225,000 items, both archival and published. Project completed Spring 2021. *Work Performed with Previous Firm.*

Town of Braintree – South Middle School – Braintree, MA
Job Captain responsible for assisting with the construction documentation phase for a new 146,000 SF MSBA-funded school. The construction document tasks entailed: architectural detailing, engineer drawing and specifications review, constructability reviews, etc. Project completed Fall 2023. *Work Performed with Previous Firm.*

Yale University – Economics Building – New Haven, CT
Designer responsible for producing, managing, and coordinating construction documentation for a new 37,000 SF building for the Department of Economics at Yale University. Spearheaded the effort focusing heavily on the expansion joint conditions connecting the exterior envelope. The Economics Building is set in the historical campus of Yale University between three historical buildings. *Work Performed with Previous Firm.*



Gabriel Suriel

Construction Representative

gabriel.suriel@collierseng.com

Colliers Project Leaders

Education and Qualifications

Master of Science Geotechnical Engineering – Universitat Politecnica de Catalunya

Bachelor of Science Civil Engineering – Santo Domingo Technological Institute

Accreditations and Memberships

OSHA 30 Certified

Years of Experience

14 years

Years with Firm

1 year

Colliers Project Leaders

100 Federal Street,
13th Floor
Boston, MA 02110

www.cplusa.com

Area of Expertise

Mr. Suriel has more than 10 years of experience in the construction industry. His work as a construction cost estimator provides a unique perspective to the review of proposals, requisitions, and project changes. He has demonstrated strong leadership ability through exceptional oversight of multiple crews and subcontractors at the same time. He leverages his knowledge from the construction side of project delivery to effectively communicate with contractors and project teams, enabling schedule and budget-driven outcomes. A trusted partner and resource, Gabriel manages reports, compliance, reviews, and approvals for project teams.

Relevant Experience

Town of Maynard – Green Meadow Elementary School – Maynard, MA
Project management services for the Green Meadow Elementary School Project. The project was up for a Town Meeting vote in October 2023 and a Ballot Vote in November 2023. The chosen design alternative was a new, two-story building totaling 90,300 gsf to be built behind the existing building, which will be demolished once the new building is occupied.

Belmont Public Schools – Middle and High School – Belmont, MA
Construction Representative for 451,000 sf new construction and renovation that included geothermal wells, solar panels, state-of-the-art theater, and synthetic turf fields. Designed to achieve Net Zero Energy. Cost $256 Million. Completed in 2023. *Work performed with previous firm.*

Town of Middleborough – Police Station – Middleborough, MA
Construction Representative for the $9.5 Million, 16,750-square-foot station featuring contemporary law enforcement technology. Completed November 2018. *Work performed with previous firm.*

New Bedford Public Schools – Irwin Jacobs Elementary School – New Bedford, MA
Construction Representative for the new 74,025-square-foot elementary school housing 430 students from Pre-K through grade 5. The location is ideal to connect students with coastal ecology and maritime history. Construction cost $28.2 Million. Completed November 2017. *Work performed with previous firm.*

September 23, 2026

Michael E. Boynton
Town Manager
Town of Medway
155 Village Street
Medway, MA 02053

RE: Medway Municipal Complex – Construction Administration and Closeout Fee Proposal

Dear Michael,

Dore + Whittier Architects, Inc. (D+W) is pleased to submit the following construction administration and closeout fee proposal for the above referenced project.

PROJECT DESCRIPTION

The proposal is based upon Construction Documents being prepared for a December 8, 2026, bid document release. Construction of the project is based on the above referenced Construction Documents, executed by Consigli Construction Corporation under a Construction Manager at Risk delivery pursuant to M.G.L. c. 149A.

It is understood by the parties that this agreement and direction to perform services contained herein is subject to successful approvals of the overall project funding by both Medway Town Meeting and by voters on a ballot question to adopt a so-called Proposition 2 ½ debt exclusion for the project. Written direction to proceed with these services contained herein shall be required to be received from the Town following Town Meeting and Town Election votes on the topic before work shall commence.

SCOPE of SERVICES

Basic Services

The Scope of Basic Services proposed by the design team for the successful completion of the construction administration through closeout phases shall include, and be limited to, the following work as outlined below:

WORK PLAN/SCOPE OF WORK & SCHEDULE

a. Construction Administration: 21 months (Anticipated Commencement Spring 2027)
    i. Conduct pre-construction meeting.
    ii. Administer the work.
        1. Conduct weekly site meetings.
        2. Respond to RFI's, PCO's as needed.
        3. Issue Proposal Requests (PR's) and Change Orders.
        4. Visit site as needed for work progress.
        5. Review and certify monthly payment applications.
        6. Oversee punch list management.
        7. Issue substantial completion certificate and Construction Control Affidavits.

b. Closeout Phase: 3 months
    i. Work with the project team to closeout the project.

ii. Administer the work.
    1. Complete punch list management.
    2. Assist Owner with Warranty period.
    3. Assist Owner with building break-in period.

c. Geo-Exchange Construction Observation: 10 full-time weeks on site (concurrent with sitework preparation, within the Construction Administration phase)
    i. Full-time on-site observation of the geothermal wellfield installation, including drilling, looping, grouting, circuit piping, testing, charging, and commissioning.
    ii. Daily field reports, borehole tracking tables, testing tables, and closeout letter.

FEES

Basic Services

The compensation for Construction Administration through Closeout will be an agreed upon Lump Sum Fee as listed below.

Costs of Basic Services:

D+W Construction Administration (21 months)	$1,400,000.00
D+W Closeout Phase (3 months)	$99,000.00
Consultant Services (Construction Administration and Closeout)	$940,400.00
Total:	**$2,439,400.00**

A professional services retainer will not be required for this Project. This Proposal shall remain valid for a period of Sixty (60) days from the date of issue.

ADDITIONAL SERVICES BUDGET

The fees above are based upon the contracted phase durations of 21 months of construction administration and 3 months of project closeout, 24 months total. Those durations, taken together with the lump sum fees, establish a monthly burn rate for the design team:

D+W & Consultants - Construction Administration (per month)	$101,625.00
D+W & Consultants - Closeout Phase (per month)	$56,745.00

Should either phase extend beyond the contracted duration for reasons outside the control of the design team, D+W will prepare and submit an additional service request to compensate the design team at the monthly applicable rate above for the extended duration. The rates above are held flat for the duration of the Project extension.

Geo-exchange construction observation is not governed by either phase duration. That work is carried at ten (10) full-time weeks on site, priced at $9,000.00 per full-time week and prorated at $1,800.00 per day for any partial week. Should the geothermal wellfield installation require on-site observation beyond ten weeks, D+W will prepare and submit a separate additional service request at those rates.

CLARIFICATIONS

The following are clarifications to the above proposal.

- Geo-exchange engineering services for the feasibility study, test borehole program, system design, and bidding phases are carried under separate authorization and are not included in this proposal.
- This proposal assumes the project will be executed using M.G.L. c. 149A, Construction Manager at Risk.

- Based on previous directions received, we have not included costs for designing or documenting compliance with LEED, NZE, WELL, MA-CHPS, or other high-performance building initiatives.
- This proposal does not include Building Envelope or MEP Commissioning.
- This proposal does not include a traffic study or any traffic signal work.
- This proposal does not include Loose Technology or AV Equipment Procurement.
- This proposal assumes that station alerting, radio tower (if needed), and other similar specialized systems will be direct to the Owner and outside of the scope of this Contract.
- This proposal does not include FF+E procurement or installation oversight.
- It is currently assumed that no Ground Improvements are required and, therefore, no Ground Improvement design is included.
- MEP field inspections and punch list items will be provided in the consultant's standard format for distribution to the Construction Manager. Responsibility for uploading, tracking, and managing these items within Procore or any other construction management software rests with the Construction Manager.
- This proposal does not provide for designer full-time on-site representation. It is assumed the Owner will provide a Clerk of the Works or other designee for day-to-day site presence through the owner project manager.

If this Proposal is acceptable to you, please sign below and issue a contract amendment for execution.

We look forward to continuing our relationship with the Town of Medway to achieve successful completion of this Project.

Sincerely,

DORE + WHITTIER



Donald M. Walter, AIA, MCPPO
Principal

Town of Medway

Dennis Crowley
Select Board Chair

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS

Medway DPW Office
45B Holliston Street
Medway, MA 02053
Phone (508) 533-3275
dpw@medwayma.gov

DPW Director
Peter Pelletier

DPW Deputy Director
Nolan Lynch

September 29, 2026

RE: Contract with Environ Energy Services for Medway High School Weatherization Project

Dear Select Board Members,

Attached is the contract with Environ Energy to implement the weatherization measures at Medway High School. As a reminder, the project cost breakdown is:

GC Grant:	$125,000
School Department:	$23,153
Eversource:	$33,309
Total project cost:	$181,462

The next step will be to hold a pre-construction meeting with the School Department, Eversource Energy Efficiency Representative, Kelly Brown, our Green Communities Coordinator, and Environ Energy to discuss project logistics and the anticipated timeline.

The project is anticipated to be completed by the end of December 2026.

Thank you for your consideration and for your continued support of energy efficiency initiatives in Medway.

Sincerely,

Stephanie Carlisle

Stephanie Carlisle
Sustainabiltity Coordinator

ENERGY MANAGEMENT SERVICES – M.G.L. c. 25A, § 14

This Energy Management Services Contract (hereinafter "Contract" or "Agreement") is made and entered into as of _____, 2026 ("Effective Date") by and between ENVIRON ENERGY, LLC (hereinafter "ESCO"), a Massachusetts business entity having its principal offices at 1000 Elm St, 17th Floor, Manchester, NH 03105 and the Town of MEDWAY, Massachusetts (hereinafter the "Town"), a municipal corporation and a political subdivision of the Commonwealth of Massachusetts, having its principal offices at 155 Village Street, Medway MA for the purpose of furnishing and assuring the performance of certain energy conservation measures at the facilities ("Facilities") identified in the scope of work attached hereto as **Exhibit A.**

WHEREAS, the Town has been designated a Green Community by the Massachusetts Department of Energy Resources ("DOER") and, as such, has been awarded a grant by the DOER for use with DOER-approved projects ("DOER Grant");

WHEREAS, based upon its audit of various Town facilities and the energy usage associated with such facilities, ESCO has identified energy conservation measures which, if implemented, will reduce the Town's energy usage, all as reflected in ESCO's April 7, 2026 Energy Conservation Measures DOER Application prepared for the Town, a copy of which is incorporated herein by reference;

WHEREAS, in reliance upon the Energy Conservation Measures DOER Application, the Town has agreed to authorize ESCO to construct and implement the proposed energy conservation measures, as reflected in this Agreement;

WHEREAS, the Parties understand that payment by the Town for ESCO's work under this Contract shall be made solely from the DOER Grant, and therefore, said payment by the Town is limited to the amount of said grant, and subject to DOER's approval, with the remaining costs, if any, to be paid as set forth herein;

NOW, THEREFORE, in exchange for the promises set forth herein, and for such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

Key terms used and capitalized within this contract are defined as follows:

Agreement, Contract, or Contract Documents – This term refers to this Contract and all documents attached to and incorporated by reference in the Contract, and to any amendments to this Contract signed by the Parties after execution of the Contract.

Energy Baseline – The energy baseline is a calculation or measure of each type of energy consumed in existing facilities prior to the installation of energy conservation measures. The Energy Baseline is shown in the Technical Audit.

Energy Conservation/Efficiency Measure or "ECM" - An activity or set of activities designed to increase the energy conservation or efficiency of all or any part of a facility, including, but not limited to, the installation of new equipment or the modification of or alteration to existing

equipment to reduce energy costs by improving efficiency.

Energy Savings – The reduction of energy consumption or demand resulting from ECM(s) determined by comparing the energy baseline with the energy consumed (or energy demand) after the ESCO has implemented the ECM(s). The Energy Savings is shown in the Technical Audit.

Hazardous Waste – This term has the meaning prescribed by 310 CMR 30.000

ARTICLE 2: PRICE & CONTRACT TERM

2.1 Total Project Cost and Price

The "total project cost," as such term is defined in G.L. c. 25A, § 14(a), for this Contract is $181,462 which shall be paid as follows: Subject to the terms of this Contract, the available amount of the DOER Grant, and DOER approval for expenditure of DOER Grant funds, the Town shall pay ESCO no more than $148,153 ("Contract Price") for the work performed by ESCO in accordance with the terms of this Contract. The remaining project costs ($33,309) shall be paid to ESCO directly by Eversource in the form of incentives and payments. **Exhibit B.**

Except for sales taxes that are exempt under the Massachusetts Sales Act, ESCO shall be responsible for paying all taxes, fees, and charges related to the work. It shall also be the responsibility of ESCO to obtain and pay for all permits, licenses and governmental approvals required for the work, including, but not limited to, building permits and to assist in gaining approval of DOER for use of DOER Grant funds to pay for work performed by ESCO, and approval of DOER, if required, of each ECM proposed by ESCO in **Exhibit A**. Subject to appropriation, should, through no fault of Environ Energy's, the Town of Medway fail to fulfill its own requirements for DOER approval, after the contract is executed, then payment will be paid to Environ Energy regardless of DOER grant award.

2.2 Payment Terms

Upon the measure completion, the ESCO shall submit application for payment to the Town for the Contract Price corresponding to the work performed. By submitting an application for payment, Contractor hereby agrees that it shall be deemed to have certified that all of the work for which payment is sought was completed in accordance with all permits, governmental approvals, applicable laws and regulations, and the terms of this Contract. The ESCO shall assist to obtain the approval of DOER for use of the DOER Grant funds to pay for the work that is the subject of each application. Subject to the terms of this Contract, Town shall pay all undisputed amounts requested in the application within thirty (30) days of Town's receipt of a proper application for payment.

2.3 Contract Term

Unless terminated earlier in accordance with the provisions of this Contract, the term of this Contract shall expire on January 30, 2027. The contract term may be amended for additional time if agreed upon by both parties.

ARTICLE 3: THE WORK

3.1 Time for Performance and Final Completion

The ESCO, immediately after being awarded the contract, shall commence work. ESCO shall substantially complete all work, as reasonably determined by Town, within forty five (45) days after commencing said work, subject to extensions if and as permitted by this Contract. The Town of Medway is responsible to provide continuous and unfettered access to ESCO for the completion of the Work. Lack of access shall be eligible for an extension of time, which shall be the only remedy. After Substantial Completion, all remaining work shall be completed within (30) days. ESCO, immediately after being awarded the Contract, shall provide a project schedule subject to Town's approval, which shall not be unreasonably withheld. The schedule is dependent on the project. Work may be otherwise scheduled at the Town's election, and in accordance with a reasonable schedule to be agreed to by the Parties, to avoid or minimize interference and inconvenience to the occupants of Town's buildings.

3.2 Scope of Work

The scope of the work shall include all work necessary, incidental and appropriate to accomplish the ECMs contained in **Exhibit A**. ESCO shall perform, supervise, direct and oversee the work using its best ability, skill, attention, and oversight, and in accordance with all applicable local, state and federal laws and regulations (including, but not limited to, the Massachusetts Prevailing Wage Law), prudent industry practices, standards implied by law, permits, governmental approvals, and manufacturers' warranties, if any.

3.3 Construction Procedures, Changes to Work and Coordination

ESCO shall be solely responsible for construction means, methods, techniques, sequences, and procedures. No changes to the work may be made by ESCO without the advance written approval of Town.

ESCO shall promptly correct any work that does not conform with the terms of the Contract. If ESCO fails within seven (7) days of receipt of notice from Town to commence, and thereafter diligently pursue, a correction of any such non-conforming work, Town may (i) cause such work to be corrected and deduct all costs and expenses incurred in connection therewith, including fees of architect, engineers and lawyers, from amounts otherwise payable to the ESCO and/or (ii) terminate this Agreement. The foregoing notwithstanding, in the event any non-conformity threatens public health or safety, ESCO shall correct the conformity immediately with or without notice from Town.

3.4 Coordination with Maintenance Staff

ESCO shall coordinate all work and fully cooperate with Town's maintenance personnel and shall provide one training to train such personnel in the operation and maintenance of all ECMs, equipment, material and products installed under this Contract. ESCO shall provide a product book and equipment manual for such equipment at the conclusion of the project

3.5 Material and Equipment Installed

All ECMs, equipment, products and material installed under this Contract shall be subject to Town's approval. No substitution of any material, product or equipment specified in the Contract shall be made without the advance written approval of Town, and to be eligible for approval, any such substitution shall be at least equal to the specified material, product or equipment in quality, finish, durability, serviceability and performance for the purpose intended, as determined by Town.

If applicable, ESCO shall prepare and furnish for Town's approval at least three (3) maintenance manuals for all ECMs and equipment installed under this Contract.

3.6 Removal of Debris and Waste

ESCO will be responsible for proper disposal of construction debris and non-hazardous waste generated by or resulting from its work. ESCO shall not introduce any Hazardous Materials on, in or about the Facilities. Unless otherwise provided in **Exhibit A**, ESCO shall not be responsible for the removal of Hazardous Materials, if any, that existed on the Facilities before the date of this Contract, provided that ESCO has not exacerbated or caused a release or discharge of such materials during the work. In the event ESCO encounters such materials, it shall notify Town immediately. The foregoing notwithstanding, ESCO shall be responsible for the proper removal, management, disposal and recycling of any polychlorinated biphenyl ballasts and mercury lamps, switches, or thermostats.

3.7 Subcontracting

All subcontractor companies must be pre-approved by the Town of Medway. ESCO shall be responsible for all of the conduct, acts and omissions of its subcontractors, suppliers, employees, agents, representatives, and other persons for whom ESCO is responsible. Nothing in this Contract shall create any contractual relationship between any such subcontractor, supplier, employee, agent, representative or person and Town.

3.8 Delays

If ESCO is delayed in the commencement or completion of any part of the work due to events beyond ESCO's control (and thus without the fault or negligence of the ESCO), including but not limited to fire, flood, issues caused by COVID-19, or unavoidable casualties, it must notify Town of the delay in writing within three (3) days of the commencement of the event resulting or expected to result in delay. Such notice must include a reasonably detailed explanation of the cause and anticipated extent of the delay, and the extension requested, if any, to the time for completion of the work set forth in Section 3.1. ESCO shall have no claim for additional compensation on account of any delays, including, but not limited to, delays allegedly caused by Town, and an extension of time, if any, shall be ESCO's sole remedy for any delays. Failure of ESCO to request a time extension in accordance with this Section shall result in the waiver of any claim for such extension. Any decision on ESCO's request for a time extension shall be final and binding in accordance with Section 7.1 (Dispute Resolution and Claims).

3.9 Equipment Location and Access

The buildings and facilities identified in **Exhibit A** (the "Facilities") will be occupied during the work. ESCO shall therefore take all necessary and appropriate precautions to ensure the safety and convenience of occupants during the work.

The ESCO is responsible for the security and risk of loss of partially completed work, and for materials and equipment stored at Town properties. Only materials and equipment intended and necessary for immediate use shall be brought into the Facilities. Town shall provide without charge a locked, secure, mutually satisfactory location or locations, if available, for the storage of materials and equipment inside or near the building.

Flammables and combustibles shall not be stored on the Facilities.

3.10 Utilities

To the extent water, heat and utilities exist at the Facilities and are available for use, Town shall allow such water, heat, and utilities to be reasonably consumed by the ESCO without charge for performance of the work. The foregoing notwithstanding, Town shall not be responsible to install or pay for any facilities or modifications not already in existence that are necessary to access such water, heat, and utilities during the work.

3.11 Concealed or Unknown Conditions

ESCO shall not be eligible for additional compensation or extensions of time to complete the work for any subsurface or latent physical conditions of which ESCO knew or should have known, or which do not differ materially or substantially from conditions reflected in the Contract or of which ESCO knew or should have known. Concealed or hidden conditions, that that the ESCO should not have reasonably known or expected, will be subject to a written change order between the Town and ESCO.

3.12 Shutdown of Services

ESCO hereby acknowledges that continuous operation of services, including, but not limited to, heat, water, electricity, gas, sanitary facilities, elevators, fire alarms or protections, and access to the Facilities, including common areas, are essential to the operation of the Facilities. If any such service or access is to be discontinued for any period of time in order to perform the work, ESCO shall give the Town written notice as far in advance as practicable, but in no event less than five (5) days in advance. Such discontinuation shall be subject to Town's approval, which shall not be unreasonably withheld, but may be conditioned by imposing a time limit on any discontinuation. With respect to fire alarm or other fire protections, if Town approves a shutdown of such protections, ESCO shall also, in advance, notify the local fire department of any shutdown of service and notify the fire department when such service is restored.

3.13 Indemnification and Limitation of Liability

ESCO shall be responsible for the work and take all precautions for preventing injuries to persons and damage to property in or about the work and Facilities, and for all losses, claims, costs, expenses, including reasonable attorneys' fees, damages and other liabilities resulting or arising from the work.

ESCO shall pay or cause payment to be made for all labor performed or furnished and for all material used or employed in carrying out this Contract. In addition to, and not in limitation of, any other rights and remedies available to Town under this Contract, at law or in equity, ESCO shall defend, indemnify and hold harmless the Town, their employees, officials and agents from and against any and all third-party claims relating to:

1. Labor performed or furnished, and materials used or employed for the work;

2. Inventions, patents and patent rights used in and in doing the work;

3. Injuries to any person caused, in whole or in part, directly or indirectly, by ESCO or its subcontractors or suppliers, or any of their employees, representatives, agents, and anyone for whom any of them is responsible;

4. Damage to property, including the Facilities and the work, caused, in whole or in part, directly or indirectly, by ESCO or its subcontractors or suppliers, or any of their employees, representatives, agents, and anyone for whom any of them is responsible; and

5. Any act, omission, or fault or neglect of the ESCO or its subcontractors or suppliers, or any of their employees, representatives, agents, and anyone for whom any of them is responsible.

The indemnification obligation includes the payment of reasonable attorneys' fees incurred by Town in connection with any such claims.

ARTICLE 4: PERFORMANCE AND EVALUATION OF COMPLETED WORK

4.1 Workmanship and Equipment Warranty

ESCO hereby assigns to the Town all warranties of all equipment, products and materials used in the work. In addition to and not in limitation of any other rights and remedies available to Town under the Contract, at law or in equity, and in addition to and not in lieu or limitation of any applicable statutory limitations periods or manufacturers' warranties, ESCO warrants that, for a period of one year from the date of final completion of the work, as determined by Town ("Warranty Period"), all equipment, products, materials and the work shall be free from defects in material, manufacture, workmanship and performance, and agrees that if a defect occurs within the Warranty Period, ESCO shall promptly correct and pay for correction of all defects including replacement or repair and all parts and labor.

4.2 Representations and Warranties of ESCO

ESCO represents and warrants as follows:

1. To the best of ESCO's knowledge, the utility incentives referenced in **Exhibit B,** if any, are reasonably accurate and available as of the Effective Date;

2. To the extent that **Exhibit A** specifies particular products, the energy ratings of such products

were accurately used in the calculation of energy and water savings estimates set forth in the Technical Audit;

3. Neither it nor its officers or employees has a financial interest, direct or indirect, in any manufacturer, dealer or distributor of equipment, materials, products or commodities referenced in the Contract or used or incorporated in the work and Facilities, or any interest which would violate G.L. c. 268A, as amended or superseded, whether or not ESCO is subject to said chapter;

4. The "Baseline Energy Usage Overview," the "ECM Savings Overview," and the "ECM Cost and Return on Investment Analysis" that are included in the Technical Audit, and copies of which are attached hereto as **Exhibit C**, are reasonably accurate and ESCO's Energy Savings calculations are based on valid and reasonably accurate assumptions, projections and baselines that best represent the true value of future energy or operational savings for the Facility;

6. ESCO is eligible to provide energy management services under G.L. c. 25A, § 14(a); and

7. The ECM's set forth in Exhibit A constitute qualified energy conservation projects under G.L. c. 25A, § 14(a), and are included in the local natural gas utility's current efficiency plan developed by the utility pursuant to G.L. c. 25, § 21.

ARTICLE 5: EVENTS OF DEFAULT

5.1 The following events or conditions shall constitute an Event of Default by the ESCO and shall give the Town the right, without an election of remedies, to proceed pursuant to Section 7.01 and/or terminate this Contract by delivery of written notice of termination, upon which event the ESCO shall be liable to the Town for any and all damages sustained by the Town:

1. Any representation or warranty made by the ESCO in this Contract which was false or misleading in any material respect when made;

2. The voluntary or involuntary filing of bankruptcy by/against the ESCO or an involuntary assignment for the benefit of creditors, or the liquidation of the ESCO;

3. Any failure by the ESCO to perform or comply with any other material term or condition of this Contract, unless ESCO promptly commences and diligently pursues a cure to completion within thirty (30) days after receipt of written notice of the default from Town, or if a cure cannot reasonably be completed in thirty (30) days, within and not to exceed ninety (90) days from receipt of notice.

ARTICLE 6: INSURANCE & BONDS

6. 1 Contractor's Liability Insurance
In no case shall the limits of liability be less than the following:

1. Workers' Compensation:
   a. State: Statutory
   b. Employer Liability:
      i. $1,000,000 Bodily Injury by Accident

ii. $1,000,000 Bodily Injury by Disease - policy limit
iii. $1,000,000 Bodily Injury by Disease - each
iv. $2,000,000 Umbrella Liability - all limits

2. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
   a. Bodily Injury:
      i. $1,000,000 Each Occurrence
      ii. $2,000,000 Aggregate
   b. Products and Completed Operations
      i. $1,000,000 Each Occurrence (bodily injury and property damage)
      ii. $2,000,000 Aggregate
   c. Property Damage Liability (including coverage for XCU hazards).
      i. $1,000,000 Each Occurrence
      ii. $2,000,000 Aggregate
   d. Products and Completed Operations insurance shall be maintained for a minimum period of 2 years after final payment and Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during the aforementioned.
   e. Contractual Liability (Hold Harmless Coverage):
      i. $1,000,000 Bodily Injury Each Occurrence
      ii. $1,000,000 Property Damage Each Occurrence
      iii. $2,000,000 Property Damage Aggregate
   f. Personal Injury, with Employment Exclusion deleted:
      i. $1,000,000 All Limits

3. Comprehensive Automobile Liability (owned, non-owned, hired):
   a. Bodily Injury
      i. $1,000,000 Each Person
      ii. $1,000,000 Each Accident
   b. Property Damage
      i. $1,000,000 Each Accident

4. Property Insurance / Builders Risk: the full Contact sum

5. Umbrella Liability Coverage $2,000,000 All Limits

6.2 Town as Additional Insured

The Town shall be named as additional insured on the ESCO's liability policies.

6.3 Certificates of Insurance

Certificates of insurance, acceptable to the Town, shall be submitted to Town prior to the signing of this Contract and shall be renewed upon expiration of ESCO's insurance policies referenced above. Certificates shall indicate that the insurance required by sections 6.1 through 6.2 is in effect. If ESCO fails to maintain such insurance during the term of this Contract, it shall be responsible for all costs, losses, damages and expenses (including reasonable attorneys' fees) arising from such failure, including, but not limited to, losses that would have otherwise been covered under such insurance had it been maintained. Certificates shall note the thirty (30) day cancellation notice requirement of

Section 6.4. All policies shall be issued by companies qualified to do business in Massachusetts and satisfactory to Town.

6.4 Cancellation of Insurance

Cancellation of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to Town at least thirty (30) days prior to the effective date thereof, provided that such cancellation, even with the requisite notice to Town, shall constitute a material breach of this Contract unless renewed or replaced before such cancellation.

ARTICLE 7: MISCELANEOUS

7.1 Dispute/Claim Resolution

Disputes arising under this Contract, including but not limited to disputes regarding changes in and interpretations of the terms or scope of the Contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures:

1. All claims and disputes by the ESCO shall be made in writing and submitted to the Town for a written decision within ten (10) days of the commencement of the event giving rise to the claim or dispute.

2. ESCO shall continue to perform all work, including any disputed work, pending and notwithstanding any disputes or claims.

3. Within thirty (30) days of submission of the dispute or claim to the Town, Town shall issue a written decision on the claim or dispute. Any failure of Town to issue a decision within such period shall be deemed a denial of the claim or dispute. The decision of Town shall be final unless arbitrary, capricious or illegal.

4. If Town is dissatisfied with Town's decision, it may, subject to the last sentence of subparagraph 3 above, pursue a legal remedy in the appropriate state court in the county within which Town's principal office is located within 90 days following completion of all work, failing which any claim of Town shall be deemed waived.

Notwithstanding the foregoing, nothing in this Section 7.1 shall prevent a Party from terminating this Agreement in accordance with its terms.

7.2 Conditions beyond Control of the Parties

Subject to the claims process set forth in Section 3.8 of this Agreement: Except as otherwise provided herein, if either Party is unable to carry out any material obligation under this Contract due to events beyond its reasonable control, such as insurrections, riots, fires, explosions or floods, this Contract shall remain in effect but the affected party's obligations shall be suspended until the uncontrollable event terminates or is resolved, provided that the Party whose performance is affected by such event shall exercise reasonably diligent efforts to mitigate and, if practicable, overcome the

effects of such event, and provided further that if such suspension continues for 90 calendar days notwithstanding any efforts to mitigate or overcome the effects of the event, either Party may terminate this Contract subject to any obligations and liabilities that arose prior to the date of termination.

7.3 Access and Inspection

Town shall have constant access to inspect the work and, upon reasonable advance notice to ESCO, the books, records, and other data created and/or received by ESCO pursuant to this Contract. Records shall be kept by ESCO on a generally recognized accounting basis and all data and calculations shall be kept on file in legible form. Subject to the Massachusetts Public Records Law, all such books, records and data shall be saved or archived for a period of three (3) years after final completion of all work and shall be made available within Massachusetts to Town for any inspection requested by Town under this section. Before destruction of any such books, records or data, ESCO shall give Town ninety (90) days written notice of such destruction, and Town may, in its discretion and at its cost, make arrangements for the transfer or copying of such books, records or data to/by Town.

7.4 Ownership of Documents

All drawings, documents, reports and other materials prepared by ESCO specifically in performance of this Contract shall become the property of the Town upon the expiration or earlier termination of the Contract.

7.5 Certifications Required by Law

ESCO certifies as follows:

1. **Certificate of Authorization:** If ESCO is a corporation, each person executing this Contract on behalf of the ESCO hereby covenants, represents and warrants that ESCO is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in Massachusetts (evidence thereof to be supplied to Town upon execution of Contract); and that each person executing this Contract on behalf of the ESCO is an officer of ESCO and is duly authorized to execute, acknowledge and deliver this Contract to the Town (and a copy of a corporate resolution to this effect shall be supplied to Town upon execution of Contract).

2. **Tax Compliance Certification:** Pursuant to G.L. c. 62C § 49A(b), ESCO hereby certifies, under the penalties of perjury, that it has complied with any and all applicable state laws relating to taxes, reporting of employees and contractors, and the withholding and remitting of child support.

3. **Certificate of Non-collusion:** The undersigned certifies under penalties of perjury that this Contract has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity of group of individuals.

4. **Foreign Corporation:** If a foreign corporation, ESCO hereby certifies that it is in compliance with G.L. c. 156D §§ 15.03 and 15.07 (as amended or superseded).

7.6 Assignment

ESCO shall not assign, transfer, convey, or otherwise dispose of this Contract, or any part hereof, or its right, title or interest in the Contract or any part thereof, without the prior written consent of the Town. ESCO shall not assign by power-of-attorney, or otherwise, any of the moneys due or to become due and payable under this Contract, without the prior written consent of the Town.

7.7 Applicable Law and Severability

This Contract is made and shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Contract shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Contract shall be construed as if such provision had never been made part thereof.

7.8 Complete Agreement

This Contract, together with any documents incorporated herein by attachment as an exhibit or by reference, shall constitute the entire and exclusive Contract between both parties and supersedes and terminates all prior arrangements, understandings and agreements, whether oral or written, and this Contract may not be amended or modified except in writing and executed by the Town and the ESCO.

The failure of either the ESCO or the Town to insist upon the strict performance of any term or condition hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Contract.

7.9 Reasonable Cooperation

The parties shall reasonably cooperate during the term of this Contract, including with the execution and delivery of any additional documents that may be reasonably necessary to effectuate the provisions of this Contract.

7.10 Town Approvals

Notwithstanding anything to the contrary in this Contract, wherever in this Contract Town is required or permitted to review, approve or disapprove, accept or reject any document, information, work, or other thing, and whenever such review, approval etc. is given whether or not required or permitted in this Contract, neither such review, approval or disapproval, acceptance or rejection, nor any lack thereof, shall act as a waiver of any rights, defenses or remedies available to Town or relieve ESCO of its duties and obligations under this Contract.

SIGNATURES

IN WITNESS THEREOF, the parties have each caused this Agreement to be executed in triplicate on the dates set forth below (the last of which shall be considered the date of execution hereof) by their duly authorized representatives.

ESCO Environ Energy

By: Christopher Sternberg

Printed Name: Christopher Sternberg

Printed Title: CEO

TOWN
By: Select Board

By:

Printed Name: Dennis Crowley

Printed Title: Chair

I certify that an appropriation is available in the amount of this contract:

Brittany Larson
Town Accountant

Dated: 10/1/26

Approved as to Form:

Mark R. Reich
Town Counsel

EXHIBIT A
FACILITIES AND SCOPE OF WORK

EXHIBIT B
EVERSOURCE ELECTRIC INCENTIVES

EXHIBIT C

BASEELINE ENERGY USAGE OVERVIEW, ECM SAVINGS OVERVIEW, AND ECM COST AND RETURN ON INVESTMENT ANALYSIS

environ

Sustainability | Efficiency | Resiliency | Energy Procurement | Compliance

PROPOSAL FOR

Town of Medway Green Communities 2026 Competitive Round

PREPARED FOR: Town of Medway

PREPARED BY: Environ Energy, LLC

ISSUED: April 7, 2026

Proposal validity period is 90 days from the issue date, after which adjustments might be necessary in terms of timing and costs. This proposal is confidential and submitted in good faith with the expectation that it will not be shared with parties outside of the designated recipient organization or used for purposes other than the selection of a service provider.

48 Wall Street, 11th Floor
New York, NY 10005
(888) 238-3492 | info@environenergy.com
environenergy.com

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environenergy.com

LETTER FROM OUR FOUNDER AND CEO

Stephanie Carlisle
Sustainability Coordinator
45B Holliston Street
Medway, MA 02053

Dear Stephanie,

On behalf of Environ Energy, I am thrilled to introduce our proposal and express our genuine enthusiasm for the opportunity to collaborate with you.

For over 30 years, we have dedicated ourselves to providing the best energy procurement, engineering, and sustainability solutions to help our clients meet the challenges they face.

Every day, our experts collaborate with organizations like yours to deliver innovative solutions tailored to your situation; from procurement strategies that adapt to changing energy markets, to optimizing building performance for cost and comfort, to establishing durable sustainability management practices, including goal setting, disclosure, and third-party verification. When you choose us, our dedicated professionals become an extension of your team, offering unparalleled insights derived from decades of collective experience.

Operating in a consultative and collaborative manner, we are dedicated to supporting your goals and advancing your mission. We appreciate the opportunity to present this proposal to your team.

Sincerely,

Chris Sternberg

Environ Energy CEO

48 Wall Street, 11th Floor
New York, NY 10005
(888) 238-3492 | info@environenergy.com
environenergy.com

ABOUT ENVIRON

Environ Energy is a leading energy management and sustainability consulting firm dedicated to helping organizations achieve their environmental and sustainability goals. With a commitment to innovation and excellence, we provide comprehensive solutions that address all aspects of energy management, from energy procurement and emissions inventory to the development of strategic decarbonization plans.

Our team of experienced professionals combines deep industry knowledge with advanced analytical tools to deliver customized strategies that optimize energy efficiency, reduce carbon emissions, and ensure compliance with regulatory standards. We pride ourselves on our client-centric approach, working closely with each organization to understand their unique needs and deliver actionable insights that drive tangible results.

At Environ Energy, we are passionate about empowering our clients to create sustainable, energy-efficient operations that not only enhance their bottom line but also contribute to a healthier, more sustainable future for all.

INDUSTRIES SERVED

Environ works in all markets and serves hospitals and healthcare systems, educational institutions, property and data center managers, manufacturers, chemical companies, financial service organizations, government agencies, municipal organizations, food and agricultural services, logistics and transport, hospitality and travel, real estate, and commercial operations needing support from an energy management company. Some specific examples:

HEALTHCARE	HIGHER EDUCATION	REAL ESTATE	INDUSTRY
Ascension	Stevens Institute of Technology	CBRE	Intuit
AdventHealth	Weil Cornell Medical College	Tishman Speyer	Firmenich
NYU Langone	The Rockefeller University	Value Retail	McCormick & Company
Montefiore	Columbia University	ShopCore	Sabey Data Center
Cleveland Clinic	Boston College	Ashkenazy	Illumina

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DESCRIPTION OF SERVICES

The Medway High School, constructed in 2004, features metal-framed walls with a brick and masonry exterior and sheetrock interior finishes. Its roof system includes a combination of flat and pitched sections built with a fluted metal deck and finished with asphalt shingles and EPDM roofing. Although parts of the building have been previously sealed by another contractor, there remains substantial opportunity to further enhance its energy performance.

BUILDING ENVELOPE

Overall, the building is in good condition and is well-maintained by staff. However, the building envelope exhibits areas of air leakage due to deteriorating or missing weatherstripping and sealant, as well as certain construction framing details that allow unwanted air infiltration.



The gap at the bottom of the doors needs to be sealed with proper weatherstripping to ensure a more comfortable building.

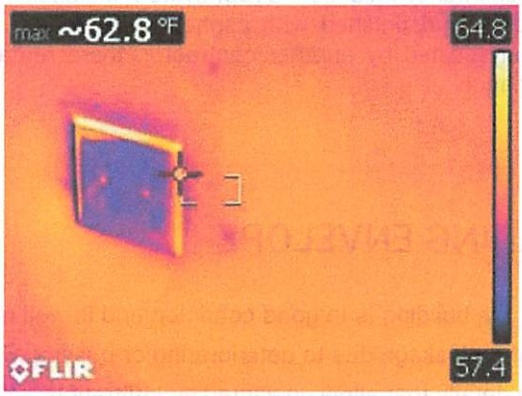


Overhead doors are a major point of air leakage. This unit is fairly new but does not have the proper materials to keep it from delivering unwanted, unconditioned air into the building.

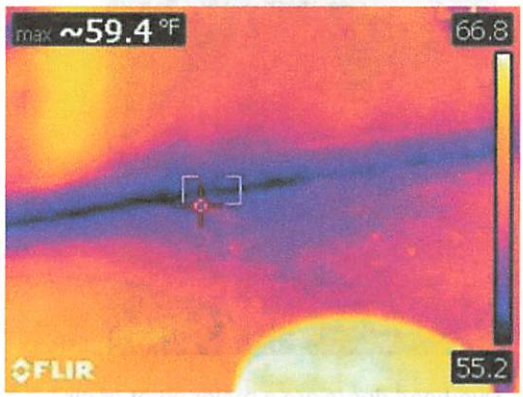
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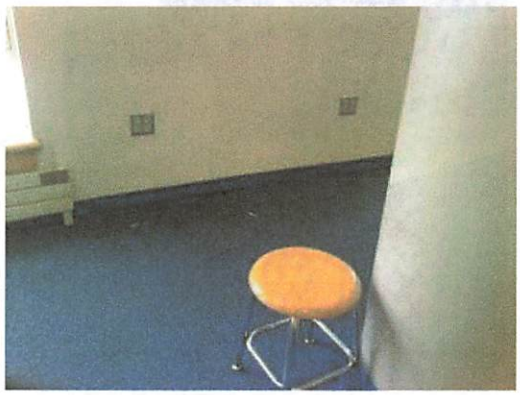
The snap trim assembly on the window systems is not sealed properly and allows outside air to enter the building.



The outlet gaskets on the exterior wall of the media center are leaky and need gasketing.

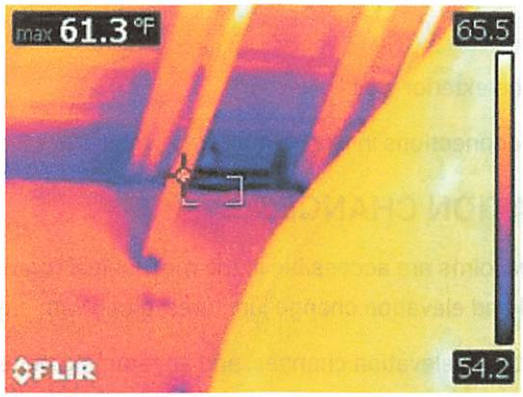


This image is the floor-to-wall connection in the media center. The significant air leakage shown here with the dark colors indicate cold air entry in areas that need to be sealed.



Visible light image of the infrared on the left.

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This infrared image captures the leakage happening in the mechanical room at the roof-to-wall assembly.

SCOPE OF WORK

Environ proposes to weatherstrip and air seal the identified areas to reduce air infiltration:

DOORS

All the exterior doors are leaky and will be air-sealed:

- Weatherstrip the standard-sized exterior doors, **total 36 doors**
- Weatherstrip the standard-sized exterior double doors, **total 6 double-door sets**
- Weatherstrip non-standard sixed exterior double doors, **total 1 double-door set**

ROLL-UP DOORS

There are roll-up doors that tested leaky:

- Weatherstrip the roll-up door(s), **total 3 doors**

WINDOWS

There are multiple window assembly types (WATs) where work is proposed. The WATs where we plan to seal tested leaky. Air-seal the windows, in the applicable WATs:

- Seal the snap trim, **total 11,668 LF**

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FLOOR-TO-WALL

Seal gaps where the floor meets the exterior wall:

- Seal floor-to-exterior wall connections in the media center, **total 103 LF**

ROOF-WALL AND ELEVATION CHANGES

The roof-wall and elevation change joints are accessible in the mechanical room and the back foyer near ED-5 and tested leaky. Air-seal the roof-wall and elevation change junctures, along with any framing penetrations:

- Air-seal the roof-wall junctures, elevation changes, and any framing penetrations, **total 497 LF**

ROOFTOP FANS

There are rooftop fans that connect directly to the interior. They are leaky and of a size that can be treated. Air-seal, clean, and lubricate the fans:

- Seal the rooftop fans, **total 8 fans**

OUTLET GASKETS

There is air leakage from the electrical outlet in the exterior walls. Air-seal the boxes

- Install gaskets at the exterior walls of the media center exterior round wall, **total 8 gaskets**

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FEES AND SIGNATURE

FEE STRUCTURE	
SERVICE	**FEE**
Medway High School Weatherization	$181,462.76
Carlisle Public School Weatherization Incentive	($33,309.00)
TOTAL	**$148,153.76**

SIGNATURE & DATE

By signing below, the Town of Medway agrees to the terms of this proposal and will enter into a contractual agreement with Environ Energy for Green Communities energy efficiency services.

Environ Energy LLC	**On behalf of** **Town of Medway**
Signature	Signature
Name	Name
Title	Title
Date	Date

BILLING INFORMATION
Billing Contact
Billing Email
Billing Address

48 Wall Street, 11th Floor
New York, NY 10005
(888) 238-3492 | info@environenergy.com
environenergy.com

TERMS AND CONDITIONS

1. **Duration**
   a. This Agreement shall commence on the signature date of this proposal and shall continue in effect with accordance to Green Communities contract, unless terminated earlier in accordance with the provisions of this Agreement.
2. **Commencement of Services**
   a. The commencement date for the services to be provided under this Agreement shall be on the signature date of this proposal, and all deliverables shall be completed by expiration date of Green Communities contract.
3. **Renewal**
   a. This Agreement may be renewed upon mutual written agreement of both parties for an additional term of one year, subject to the same terms and conditions, unless otherwise modified in writing by both parties.
4. **Termination**
   a. Either party may terminate this Agreement with or without cause by providing 30 days written notice to the other party.
   b. This Agreement may be terminated immediately by either party in the event of a material breach of any provision of this Agreement by the other party, provided that the breaching party does not cure such breach within 15 days of receiving written notice of the breach from the non-breaching party.
5. **Amendment of Terms**
   a. Any amendments to the terms and conditions of this Agreement must be made in writing and signed by authorized representatives of both parties.
   b. Changes to the scope of work, deliverables, or timeline must be documented and approved by both parties through a formal change order process.
6. **Force Majeure**
   a. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, war, strikes, lockouts, or other labor disputes, embargoes, governmental regulations, or any other causes beyond the control of the party whose performance is affected.
7. **Governing Law**
   a. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

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INVOICING

1. **Billing Schedule**
    a. **Project Billing**
        i. Initial Payment: An initial payment of 30% of the total project cost is due upon signing the agreement.
        ii. Milestone Payments: Subsequent payments will be invoiced at the completion of each project milestone as outlined below:
            1. Milestone 1: Material Delivery – 40% of the total project cost.
            2. Milestone 2: Substantial Completion – 30% of the total project cost.
2. **Invoice Submission**
    a. Invoices will be submitted electronically to the client preferred email address.
    b. Invoices will be issued upon the completion of each milestone and will include a detailed breakdown of services rendered and any reimbursable expenses.
3. **Payment Terms**
    a. Payment is due within 30 days from the date of the invoice.
    b. Payments can be made via ACH transfer or check.
    c. Late payments will incur a late fee of 1.5% per month on the outstanding balance.
4. **Expenses**
    a. Any expenses incurred by Environ Energy during the project (e.g., travel, materials) will be pre-approved by the client and itemized on the invoice.
    b. Receipts and documentation for reimbursable expenses will be provided upon request.
5. **Dispute Resolution**
    a. Any invoice disputes must be raised within 15 days of receipt of the invoice.
    b. Disputed amounts will be resolved promptly and may be deducted from the total due, while undisputed amounts must be paid in accordance with the original payment terms.
6. **Contact Information**
    a. For any billing inquiries, please contact Account Receivable at ar@environenergy.com.

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environenergy.com

UTILITY INCENTIVE – LETTER OF APPROVAL

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EVERSOURCE

Energy Efficiency Incentive Offer

Customer Name	MEDWAY PUB SCH-HIGH SCH
Project Name	MA26P03127394 - Medway - High School - Weatherization - S-GC-26

Congratulations, your recent incentive application has been approved by Eversource!

Total Incentive Offer	**$33,309.00**
Authorization Date	**April 6, 2026**

Customer must accept this offer within 30 days of the above Authorization Date. If not, Eversource retains the option to modify or cancel this Incentive Offer without notification.

Application Summary

Estimated Completion Date	December 31, 2026
Incentive Expiration Date (work must be completed by this date)	January 30, 2027
Project Address	88 SUMMER ST P45/50 MEDWAY, MA 02053

Eversource Representatives

Energy Efficiency Consultant (EEC)	Sarah Hamilton sarah.hamilton@eversource.com
Account Executive (AE)	Mark Rooney mark.rooney@eversource.com (781) 441-3416

Customer Contacts

Primary Customer Contact	Stephanie Carlisle scarlisle@medwayma.gov 508-533-3275
Primary Vendor Contact	Andrew Detsikas adetsikas@environenergy.com 617-328-9896

EVERSOURCE

Customer Name: MEDWAY PUB SCH-HIGH SCH
Project Name: MA26P03127394 - Medway - High School - Weatherization - S-GC-26

Upon completion as verified by Eversource, the incentive will be paid in the form of a check(s) to:

Payee	Amount
Environ Energy LLC	$33,309.00
Payee Address	PO Box 790379, St. Louis, MO 63179-0379

Measure Summary by End Use

End Use	Electric Incentive	Estimated Annual Electric Savings (kWh)	Gas Incentive	Estimated Annual Natural Gas Savings (Therms)
Envelope			$33,309.00	8,326
Total	0	0	$33,309.00	8,326.00

CO2

CO2 Reduction (Lifetime Short Tons)

382.25

Customer must accept this offer within 30 days of the Incentive Authorization Date above. If not, Eversource retains the option to modify or cancel this Incentive Offer without notification.

Thank you for your participation in Eversource's Energy Efficiency Programs. Please reach out to your Eversource representatives listed if you have any questions.

At any time, you may check the status of your project by visiting https://tracksys.my.site.com/MyProjectStatus

To learn more about energy efficiency opportunities for your business, visit: https://www.masssave.com/en/learn/business

EVERSOURCE

Customer Name: MEDWAY PUB SCH-HIGH SCH
Project Name: MA26P03127394 - Medway - High School - Weatherization - S-GC-26

Customer Signature

If planning to proceed with this project, please fill out, sign and return this letter to Eversource within 30 days of the Authorization Date above. If this letter is not returned by then, Eversource retains the option to modify or cancel this Incentive Offer without notification.

To be eligible for the incentive payment, measures must be installed at the Customer site and accepted by both the Customer and Eversource by the Incentive Expiration Date **January 30, 2027**. Failure to install all measures as approved by this date may disqualify or reduce the actual incentive payment.

The Customer may propose changes to the scope of this Incentive Offer via written notice to Eversource. Without review and written approval by Eversource, changes may not be eligible for incentives. If the Customer agrees to the Terms and Conditions (attached) of this Incentive Offer, please sign below and return to:

Sarah Hamilton
Eversource
247 Station Ave,
Westwood, MA 02090

sarah.hamilton@eversource.com

By signing and dating below, customer accepts this incentive offer and agrees to the Utility Terms and Conditions (attached). Customers also agree that the utility alone may capture all kW and kWh savings and any capacity market payments resulting from this energy efficiency project. The Incentive, in conjunction with all other sources of funding, cannot exceed the total project cost.

Company Name	MEDWAY PUB SCH-HIGH SCH
Customer Name (Please Print)	
Customer Signature	
Customer Title	
Date	

EVERSOURCE

Customer Name: MEDWAY PUB SCH-HIGH SCH
Project Name: MA26P03127394 - Medway - High School - Weatherization - S-GC-26

Terms and Conditions

1. Incentives
Subject to these Terms & Conditions, the Sponsor will pay Incentives to Customer for the installation of EEMs.

2. Definitions
(a) "Approval Letter" means the letter issued by Sponsor stating Sponsor's approval of Customer's application, the maximum approved Incentives, required date of EEM completion, any changes to Customer's application and any other requirements of the Sponsor related to the Incentives. The Approval Letter may also be referred to as, inter alia, an Offer Letter or Pre-Approval Letter.

(b) "Customer" means the commercial and industrial ("C&I") customer maintaining an active account for service with either a gas or electric distribution company.

(c) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the Sponsor.

(d) "Facility" means the Customer location in Massachusetts served by the Sponsor where EEMs are to be installed.

(e) "Incentives" means those payments made by the Sponsor to Customer pursuant to the Program and these Terms and Conditions. Incentives may also be referred to as "Rebates".

(f) "Mass Save Sponsor" or "Sponsor" means The Berkshire Gas Company, or Cape Light Compact JPE, or Eversource Energy, or Liberty Utilities, or National Grid, or Unitil, as applicable. Mass Save Sponsor may also be referred to as "Program Administrator" or "PA".

(g) "Minimum Requirements Document" means the document setting forth the minimum requirements that may be required by the Sponsor, which, if so required, will be submitted with Customer's application and approved by Sponsor.

(h) "Program" means any of the energy efficiency programs offered to a C&I Customer by Sponsor.

(i) "PA" or "Program Administrator" means The Berkshire Gas Company, or Cape Light Compact JPE, or Eversource Energy, or Liberty Utilities, or National Grid, or Unitil, as applicable.

(j) "Program Materials" means the documents and information provided or made available by the Sponsor specifying the qualifying EEMs, technology requirements, costs and other Program requirements.

3. Application Process and Requirement for Sponsor Approval
(a) The Customer shall submit a completed application to the Sponsor or rebate processer, as required. The Customer may be required to provide the Sponsor with additional information upon request by the Sponsor. For example, Customer will, upon request by the Sponsor, provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. To the extent required by the Sponsor or by applicable law, regulation or code, this analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located.

(b) To be eligible for gas funded EEMs, Customer must have an active natural gas account. To be eligible for electric funded EEMs, a Customer must have an active electric account. Customers must meet any additional eligibility requirements set forth in the Program Materials.

(c) The Sponsor reserves the right to reject or modify Customer's application. The Sponsor may also require the Customer to execute additional agreements, or provide other documentation prior to Sponsor approval. If Sponsor approves Customer's application, Sponsor will provide Customer with the Approval Letter.

(d) The Sponsor reserves the right to approve or disapprove of any application or proposed EEMs.

(e) Sections 3 (a)-(c) do not apply in the event that the Program Materials explicitly state that no Approval Letter is required for the Program. In such an event, Customer must submit to Sponsor the following:

(i) completed and signed Program rebate form,
(ii) original date receipts for purchase and installation of EEMs, and
(iii) any other required information or documentation within such time as Program Materials indicate.

4. Pre- and Post-Installation Verification; Monitoring and Inspection

(a) Customer shall cooperate and provide access to Facility and EEM for PA's pre-installation and post-installation verifications, where applicable. Such verifications must be completed to Sponsor's satisfaction.

(b) Customer agrees that Sponsor may perform monitoring and inspection of the EEMs for a three-year period following completion of the installation to determine the actual demand reduction and energy savings.

5. Installation Schedule Requirements

Where applicable, if the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Approval Letter or application or twelve (12) months from the date the Sponsor issues written pre-approval of the EEM project, the Sponsor may terminate any obligation to make Incentive payments.

6. Incentive Amounts, Requirements for Incentives and Incentive Payment Conditions

(a) The Sponsor reserves the right to adjust and/or negotiate the Incentive amount. Sponsor will pay no more than the cost to Customer of purchasing and installing the EEM, the calculated incremental cost, the prescriptive rebate on the form, or the amount in the Approval Letter (unless such Approval Letter is not required), whichever is less.

(b) Sponsor shall not be obligated to pay the Incentive amount until all the following conditions are met:

(1) Sponsor approves Customer's application and provides the Approval Letter (unless an Approval Letter is not required by the terms of the Rebate),

(2) satisfactory completion of pre-installation and post-installation verifications by Sponsor, where applicable,

(3) purchase and installation of EEMs in accordance with Approval Letter, Program Materials, Minimum Requirements Document (where applicable), Customer's application, these Terms and Conditions, and any other required documents,

(4) where applicable, all applicable permits, licenses and inspections have been obtained by Customer,

(5) Sponsor's receipt of final drawings, operation and maintenance manuals, operator training, permit documents, and other reasonable documentation, where applicable, and

(6) Sponsor's receipt of all invoices for the purchase and installation of the EEMs.

(c) All EEM invoices will include, at the minimum, the model, quantity, labor, materials, and cost of each EEM and/or service, and will identify any applicable discounts or other incentives.

(d) Sponsor reserves the right, in its sole discretion, to modify, withhold or eliminate the Incentive if the conditions set forth in Section 6(b) are not met.

(e) Upon Sponsor's written request, Customer will be required to refund any Incentives paid in the event that Customer does not comply with these Terms and Conditions and Program requirements.

(f) Sponsor shall use commercially reasonable efforts to pay the Incentive amount within forty-five (45) days after the date all conditions in Section 6(b) are met.

7. Contractor Shared Savings

Arrangements If EEMs are being installed by a contractor under a shared savings arrangement, in which the contractor's

compensation is based on the savings achieved, the Sponsor maintains the right to determine the cost of purchasing and installing the EEMs.

8. Maintenance of EEMs
Customer shall properly operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms thereof for the life of the equipment.

9. Program/Terms and Conditions Changes
Program terms and materials (including these Terms & Conditions) may be changed by the Sponsor at any time without notice. The Sponsor reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the Approval Letter.

10. Publicity of Customer Participation
The Customer grants to the Sponsor the absolute and irrevocable right to use and disclose for promotional and regulatory purposes

(a) any information relating to the Customer's participation in the Program, including, without limitation, Customer's name, project energy savings, EEMs installed, and incentive amounts, and

(b) any photographs taken of Customer, EEMs, or Facility in connection with the Program, in any medium now here or hereafter known.

11. Indemnification and Limitation of the Sponsor's Liability
To the fullest extent allowed by law, and except as the Commonwealth of Massachusetts and its agencies are precluded by Article 84 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, and the Commonwealth of Massachusetts' cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Customer shall indemnify, defend and hold harmless Sponsor, its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program, caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, or any contractor, subcontractor, agent, or third party hired by or directly or indirectly under the control of the Customer, including any party directly or indirectly employed by or under the control of any such contractor, subcontractor, agent, or third party or any other party for whose acts any of them may be liable.

To the fullest extent allowed by law, the Sponsor's aggregate liability, regardless of the number or size of the claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Sponsor and its affiliates and their respective contractors, officers, directors, members, employees, agents, representatives shall not be liable to the Customer or any third party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Sponsor and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

12. No Warranties or Representations by the Sponsor
(a) THE SPONSOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE SPONSOR MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED

OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE SPONSOR AND THE SPONSOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY SPONSOR'S OTHER DOCUMENTS.

(b) Review of the design and installation of EEMs by Sponsor is limited solely to determine whether Program requirements have been met and shall not constitute an assumption by Sponsor of liability with respect to the EEMs. Neither the Sponsor nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Sponsor does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.

(c) Sponsor is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.

(d) No activity by the Sponsor includes any kind of safety, code or other compliance review.

13. Customer Responsibilities

Customer is responsible for all aspects of the EEMs and related work including without limitation, (a) selecting and purchasing the EEMs, (b) selecting and contracting

with the contractor(s), (c) ensuring contractor(s) are properly qualified, licensed and insured, (d) ensuring EEMs and installation of EEMs meet industry standards,

Program requirements and applicable laws, regulations and codes, and (e) obtaining required permits and inspections. Sponsor reserves the right to (a) deny a vendor or

contractor providing equipment or services, and (b) exclude certain equipment from the Program.

14. Removal of Equipment

The Customer shall properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes.

Customer will not re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the Sponsor, and assumes all risk

and liability associated with the reuse and disposal thereof.

15. Energy Benefits

As applicable, other than the (i) the energy cost savings realized by Customer, (ii) energy or ancillary service market revenue achieved through market sensitive dispatch,

(iii) alternative energy credits, and (iv) renewable energy credits, the Sponsor has the unilateral rights to apply for any credits or payments resulting from the Program

or EEMs. Such credits and payments include but are not limited to: (a) ISO-NE capacity, (b) forward capacity credits, (c) other electric or natural gas capacity and

avoided cost payments or credits, (d) demand response Program payments. Except for the credits and payments set forth in (i)-(iv) of this Section, Customer agrees

not to, directly or indirectly, file payments or credits associated with the Program or EEMs, and further will not consent to any other third party's right to such payments

or credits without prior written consent from the Sponsor. Sponsor's rights under this Section are irrevocable for the life of the EEMs unless the Sponsor provides prior

written consent.

16. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible

for declaring and paying all such taxes. The Sponsor is not responsible for the payment of any such taxes.

17. Counterpart Execution; Scanned Copy

Any and all Program related agreements and documents may be executed in several counterparts. A scanned or electronically reproduced copy or image of such

agreements and documents bearing the signatures of the parties shall be deemed an original.

18. Miscellaneous

(a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.

(b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other

provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.

(c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Any claim or action arising under

or related to the Program or arising between the parties shall be brought and heard only in a court of competent jurisdiction located in the Commonwealth of

Massachusetts.

(d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.

(e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or

amendment is in writing and signed by a duly authorized officer of the Sponsor.

(f) Sections 4(b), 10, 11, 12, 14, 15 & 18 shall survive the termination or expiration of the Customer's participation in the Program

Building Name and/or Location (as noted in MEI)	Traditional, Administrative, Prescriptive Project, OR Building Decarbonization (select from dropdown list)	Project Name (description for Projects) [1]	Estimated Projected Completion (month/year) [2]	Project Annual Energy Savings						Project Cost Information					Reference and Supporting Information					
				Electricity (kWh) [3]	Natural Gas (therms) [3]	Oil (gallons) [3]	Gasoline (gallons) [3]	Diesel (gallons) [3]	Propane (gallons) [3]	Total Project Cost ($)	GC Grant Funding ($) [4]	Utility Incentives ($)	Other Grants ($) (please list source in column N)	Community Contribution ($)	Funding Source(s) for Other Grants	Source of Community Contribution (if applicable)	Audit or Study Reference	Audit or Study Page Reference(s) [5]	Other Supporting Document(s) and Page References [5]	Part of Performance Contract? (yes or no)
Medway High School	A. Traditional: Building Env. Improvement	Air Sealing	12/2026	2,990	8,326					$181,462.00	$125,000.00	$33,309.00		$23,153.00			Medway DOER Green Communities 2026 Spring Round Narrative.pdf	page 5		No
											$0.00									
											$0.00									
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											$0.00									
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Green Community: Medway				2,990	8,326	0	0	0	0	$181,462.00	$125,000.00	$33,309.00	$0.00	$23,153.00	N/A		N/A	N/A	N/A	N/A

Data Summary						
Projected Annual Energy Cost Savings ($)	MMBtu saved per Year	GCS/MMBtu	Simple GC Payback Period (years)	GHG emissions (tons CO2) saved per year	GCS/GHG (tons CO2)	
$ 13,795.94	642.8	146.3	9.06	44.96	2,780.38	
$ -	-	-	-	-	-	
$ -	-	-	-	-	-	
$ -	-	-	-	-	-	
$ -	-	-	-	-	-	
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$ -	-	-	-	-	-	

Notes:

[1]Municipalities can submit any number of proposals, provided each meets all program requirements. Contact your regional coordinator if you need additional rows in the spreadsheet.

[2] Proposed projects should be completed within approximately one year from contract execution.

[3] Please estimate only the projected direct annual cost and energy savings. Please be sure to complete the energy costs per unit table in the first worksheet. For fuels not listed in this table, please contact your regional coordinator. DOER will perform the calculations for MMBtu and GHGs.

[4] GC Grant funding ($) = Total Project Cost ($) less Utility Incentives, Other Grants, and Community Contribution

[5] Please provide a specific page number/range from the audit or study that provides funding request and project details.

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the

Environ Energy, LLC held on 09-16-2026 it
(Name of Corporation) (Date)

Was voted that:

Chris Sternberg CEO
(Name) (Officer)

Of this company, be and he/she hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such
Chris Sternberg, CEO under seal of the company,
(Officer)

Shall be valid and binding upon this company.

A true copy,

ATTEST: Christopher Sternberg

TITLE: CEO

PLACE OF BUSINESS: 1000 Elm St, 17th Floor

Manchester, NH 03105

DATE OF THIS CONTRACT: 09-16-2026

I hereby certify that I am the clerk of the Environ Energy, LLC
(Name of Corporation)

And that Chris Sternberg is duly elected CEO
(NAME) (POSITION)

Of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Mark Mininberg
2026.09.16 15:17:51 -05'00'
(CLERK)

CORPORATE SEAL:

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, the undersigned acting on behalf of the Contractor*, certify under penalties of perjury that to the best knowledge and belief, the Contractor* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employee and contractors, and withholding and remitting child support.

Individual

Signature	Date
Name (please print or type)	Social Security Number

Corporate

Environ Energy, LLC

Corporate Name (please print or type)

Mark Mininberg
2026.09.16 15:57:57 -05'00'

Signature of Corporate Officer	Date
Mark Mininberg	Chairman
Name of Corporate Officer (please print or type)	Title

20-3455846

Taxpayer Identification Number

* As used in this certification, the word "Contractor" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Town of Medway, Massachusetts 02053

CERTIFICATE OF NON-COLLUSION

REVENUE ENFORCEMENT AND PROTECTION ACT

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that each bidder must certify as follows:

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

C Duell

Signature of individual submitting bid or proposal

Environ Energy, LLC

Name of Business (please type or print)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Baldwin Group Southeast LLC 4211 W Boy Scout Blvd Ste 800 Tampa FL 33607 License#: CA#0658748	CONTACT NAME: PHONE (A/C, No, Ext): 813-984-3200 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Environ Energy Holdings, LLC Environ Energy, LLC; See Remarks 1000 Elm St, 17th Floor Manchester NH 03105 1HOSENER1	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Federal Insurance Company — 20281 INSURER B : Pacific Indemnity Company — 20346 INSURER C : Lloyd's of London — 15792 INSURER D : Houston Casualty Co — 42374 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 1830374349 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		3605-86-00 WUC	7/31/2026	7/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		(26)7361-64-76	7/31/2026	7/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			7818-85-29	7/31/2026	7/31/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71832887	7/31/2026	7/31/2027	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D C	Cyber Liability Professional Liability			H26NGP274978-00 MPL5205153.26	7/31/2026 7/31/2026	7/31/2027 7/31/2027	Aggregate Limit Each Claim/Aggregate	$5,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insured List:
Scope 5, Inc
ISOS Group, Inc.
Collaborative Energy Options, Inc
Environ Energy Holding Company LLC dba Gotham Energy 360
Hospital Energy Services, LLC
Rapid Power Management
Statistical Energy
See Attached...

CERTIFICATE HOLDER

The Town of Medway
155 Village Street
Medway MA 02053

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 1HOSENER1

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
The Baldwin Group Southeast LLC		Environ Energy Holdings, LLC Environ Energy, LLC; See Remarks 1000 Elm St, 17th Floor Manchester NH 03105
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CSD Energy Advisors

The Town of Medway is included as Additional Insured with respect to General Liability (Ongoing and Completed Operations) and Auto Liability if required by written contract and subject to terms, conditions and exclusions of the policies. Excess Liability policy follows form over General Liability, Auto Liability and Workers Compensation/Employers Liability subject to terms, conditions, and exclusions of the policies. 30-day notice of cancellation, except for nonpayment of premium - in regard(s) to General Liability, Auto Liability, Workers Compensation and Excess Liability.

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AGENDA ITEM

#3

Grant Expenditure Authorization:

Burke/Memorial Parking Lot Reconstruction - $250,000

Associated backup materials are attached:

- *Memo from Nolan Lynch, DPW Deputy Director, contract from MassDOT for parking lot safety improvements, and grant expenditure acceptance sheet*

Proposed Motion:

I move that the Board vote to accept and expend the $250,000 Fair Share Supplemental Budget Earmark from MassDOT for the reconstruction of the Burke/Memorial parking lot.

TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS

Medway DPW Office
45B Holliston Street
Medway, MA 02053
Phone (508) 533-3275
dpw@townofmedway.org

DPW Director
Peter Pelletier

DPW Deputy Director
Nolan Lynch

MEMORANDUM

To: Select Board

From: Nolan Lynch, Deputy Director | Department of Public Works

Date: October 5th, 2026

RE: Grant Acceptance – Burke/Memorial Parking Lot Reconstruction

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DPW requests the Select Board's approval to accept and use the $250,000 Fair Share Supplemental Budget Earmark from MassDOT to reconstruct the Burke/Memorial parking lot.

MassDOT's executed agreement (No. 135579) confirms the award and authorizes work from July 21, 2026 through June 30, 2027.

A portion of the project will also be supported by Road and Sidewalk Program funds.

DPW respectfully requests a Select Board vote to accept and expend these earmark funds per MGL c.44 §53A.

Massachusetts Department of Transportation - Highway Division

Agreement **Amount Range:** **$100,000 to $250,000**

Originating Office: Highway Administrator **Agreement #:** 135579

Agreement Type: Other: Municipal Earmark/ Bond Agreement **Project ID:**

Project/Location: FY26 Fair Share Supplemental Budget Earmark - Town of Medway

Vendor/Party Name: Town of Medway

Vendor/Party Address: 155 Village Street Medway MA 02053

Original Max. Obligation: $250,000.00 **Completion Date/Duration:** 06/30/2027

NTP Date: 7/21/26 **Federal Aid Number:**

Description:
The following agreement between the Massachusetts Department of Transportation (MassDOT) and the Town of Medway will fund the Fiscal Year 2026 Fair Share Supplemental Budget Earmark per the General Appropriations Act, Chapter 101 Acts of 2026.

The language of the earmark (appropriation 1596-2507) states; "...provided, that not less than $250,000 shall be expended to the town of Medway for parking lot safety improvements at the Burke Memorial elementary school..."

MassDOT is releasing funds to the Town of Medway to complete the legislative requirement.

MassDOT will transfer to the Town of Medway for the actual costs incurred to complete these repairs up to, but not exceeding $250,000.00. Any costs above this amount shall be bourne by the Town of Medway .

Contact:

Kostandin Theodhori 07/31/2026

Submitted By:

Evelyn Densmore 07/16/2026
Municipal Coordination Specialist Date

Date

Jenny Gu 07/27/2026
Budget/C.E.P.O. Date

Lidia Russell 9/1/2026
for the Director of Contracts & Records Date

Approved By:

Cassandra Gascon Pounds 07/16/2026
Chief of Municipal Aid & Partnership Date

Owen P. Kane 9/1/26
General Counsel Date

N/R
Highway Administrator Date

N/R
Secretary/CEO Date

DOT AWARD 03-25-2010

L R

Item Number: 3
Date: 9/1/2026

Maura Healey, Governor
Kimberley Driscoll, Lieutenant Governor
Phillip Eng, Interim MassDOT Secretary
Jonathan L. Gulliver, Undersecretary and Highway Administrator

MassDOT
Massachusetts Department of Transportation
Highway Division

AGREEMENT

NOTICE TO PROCEED

September 4, 2026

Town of Medway
155 Village Street
Medway, MA 02053

Agreement Number: 135579
Action Item #: 3
Action Item Date: 9/1/2026

Dear Michael Boynton:

Enclosed is a signed copy of your agreement with the Massachusetts Department of Transportation, Highway Division.

This agreement is relative to FY26 Fair Share Supplemental Budget Earmark, and in the amount of $250,000 00, in Medway.

In accordance with the terms of this agreement, you are hereby notified to commence work on 7/21/2026. The work is scheduled to be completed on 6/30/2027.

Thank you,

Lidia Russell
Lidia Russell
Supervisor, Contracts and Records

LR/lr

cc: Fiscal
Contracts & Records

E-Mail: Evelyn Densmore
Cassandra Gascon Pounds

Ten Park Plaza, Suite 5510, Boston, MA 02116
Tel: 857-368-9537, Fax: 857-368-0623
www.mass.gov/massdot

MASSDOT STANDARD CONTRACT FORM

This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. MassDOT 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 MassDOT Terms and Conditions, MassDOT IT Terms and Conditions which are incorporated by reference herein. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: Town of Medway **(and d/b/a):**	**DEPARTMENT NAME: Massachusetts Department of Transportation** **Mosaic Department Code: DOT**
Legal Address: (W-9, W-4,T&C): 155 Village Street Medway MA 02053	**Business Mailing Address: 10 Park Plaza, Boston, MA 02116**
Contract Manager: Michael Boynton – Town Manager	**Billing Address (if different):**
E-Mail: mboynton@medwayma.gov	**Contract Manager: Evelyn Densmore**
Phone: 5085333264 **Fax:**	**E-Mail: Evelyn.S.Densmore@dot.state.ma.us**
Contractor Vendor Code: VC6000191877	**Phone: (857)-268-0562** **Fax:**
Vendor Code Address ID (e.g. "AD001"): AD001. **(Note: The Address Id Must be set up for EFT payments.)**	**Mosaic Doc ID(s): CT DOT 6433 INTF 00X0 2027 A0135579** **RFR/Procurement or Other ID Number: Ch101Acts2026**

_X_ NEW CONTRACT	**___ CONTRACT AMENDMENT**
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) __ **Statewide Contract** (OSD or an OSD-designated Department) __ **Collective Purchase** (Attach OSD approval, scope, budget) __ **Department Procurement** (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) __ **Emergency Contract** (Attach justification for emergency, scope, budget) __ **Contract Employee** (Attach Employment Status Form, scope, budget) __ **Interim Contract with new Contractor** (Attach justification for Interim Contract and updated scope/budget) _X_ **Other Procurement Exception**: (Attach authorizing language/justification, scope and budget)	Enter **Current Contract End Date *Prior*** to Amendment: , 20 . Enter **Amendment Amount**: $. (or "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** (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 and budget)

The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding _X__ **MassDOT TERMS AND CONDITIONS** ___ MassDOT 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 MassDOT/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.)
_x_ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or ***new*** Total if Contract is being amended). $ **250,000.00** .

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: _X_agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

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.) **Agreement #135579 between the Massachusetts Department of Transportation (MassDOT) and the Town of Medway will fund the Fiscal Year 2026 Fair Share Supplemental Budget Earmark, per the General Appropriations Act Chapter 101 Acts 2026.**

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN
Does the Supplier Diversity Program apply?
____ **Yes** **If YES, the Contractor's annual SDP commitment for this Contract is** _____
__X__ **No** **If NO, enter the appropriate exemption Procurement not subject to 801 CMF 21.00**_____

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

_X_ 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 and MassDOT from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30 , 2027,** 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 MassDOT Terms and Conditions http://transnet/docs/ComApp/MassDOTTermsandConditions.doc or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, , the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by the 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.

MASSDOT STANDARD CONTRACT FORM

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: Michael E Boynton. Date: 7/16/26.

(Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time)

Print Name: Michael E. Boynton.

Print Title: Town Manager.

AUTHORIZING SIGNATURE FOR MassDOT:

X: Cassandra Gascon Pounds. Date: 07/21/2026.

(Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time)

Print Name: Cassandra Gascon Pounds.

Print Title: Chief of Municipal Aid and Partnerships.

State of MA County of Norfolk

Subscribed and sworn to (or affirmed) before me on this 16th day of July, 2026 by Michael Boynton proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature

MORGAN HARRIS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 22, 2028

Project Number: X27FSS0243-C11

City/Town of: Medway

Contract Number: 135579

Contract Date: 7/21/26

Contractor: Town of Medway

Completion Date: June 30, 2027

The Commonwealth of Massachusetts

MassDOT
Massachusetts Department of Transportation
Highway Division

CONTRACT FOR

STATE HIGHWAY WORK

Boston, Massachusetts

Municipality/Agency	Amount	Account Number	Earmark Language
Medway	$250,000.00	1596-2507	provided, that not less than $250,000 shall be expended to the town of Medway for parking lot safety improvements at the Burke Memorial elementary school

landscaping or removing vegetation not related to an eligible use project; (d) culverts; (e) retaining walls; or (f) police details $3,750,000

1596-2507 For one-time transportation projects; provided, that not less than $250,000 shall be expended to the town of Medway for parking lot safety improvements at the Burke Memorial elementary school; provided further, that not less than $50,000 shall be expended for road repair projects in the town of Shrewsbury; provided further, that not less than $275,000 shall be expended to BAGLY, Inc., to support transportation costs for AGLY Network and allied organization youth to increase access to services, meetings and community events; provided further, that not less than $75,000 shall be expended to improve pedestrian safety and access to local businesses on state highway route 38 at Billings avenue in the city of Medford; provided further, that not less than $50,000 shall be expended for solar powered lighting for the West Revere section of the Northern Strand Walking Path; provided further, that not less than $150,000 shall be expended to support capital and operating needs of the daily Brookline senior center-Brookline teen center shuttle service; provided further, that not less than $50,000 shall be expended to the town of Royalston for the engineering of the King street bridge; provided further that not less than $25,000 shall be expended to the town of Orange to support the East Main street culvert repair project; provided further, that not less than $25,000 shall be expended to the city of Greenfield to support the reconstruction and repair of Abercrombie drive; provided

Transportation Earmark Initiation Form

INSTRUCTIONS: Please complete this form and email it to TransportationEarmarks@dot.state.ma.us along with any supporting documentation.

Earmark Source:
Example: Fair Share Supplemental Budget

Earmark Language:
provided, that not less than $250,000 shall be expended to the town of Medway for parking lot safety improvements at the Burke Memorial elementary school

Municipality/Agency:
Medway

FEIN:
046001217

State Vendor Code (N/A if not yet set up):
vc6000191877

Contact Name:
Michael Boynton, Town Manager

Phone:
508-533-3264

Email:
mboynton@medwayma.gov

Legal Address:

155 Village St Medway MA 02053

CONTINUED ON NEXT PAGE

Scope of Work & Budget

INSTRUCTIONS: Detail the work to be performed using the earmarked funds. The description should directly align with the earmark language inputted on the prior page. Provide a budget table or use the MassDOT Preliminary Estimate Form. Attach additional documentation as needed.

Work to Be Performed Using Earmarked Funds

In accordance with the earmark language stating that *"not less than $250,000 shall be expended to the town of Medway for parking lot safety improvements at the Burke Memorial Elementary School,"* the following scope of work will be completed:

1. Drainage and Flood-Prevention Improvements
• Install a new deep-sump catch basin at the location of the failed existing basin.
• Re-pipe the new basin back into the existing drainage system.
• This work will correct recurring flooding issues that impact a large portion of the parking lot and create unsafe conditions during wet weather.

2. Parking Lot Rehabilitation and Resurfacing
• Reclaim and repave the entire parking lot footprint to provide a safe, stable, and durable pavement section.
• Improvements will enhance safety for staff, parents, and students by removing surface defects and improving traffic flow and parking conditions.

3. Sidewalk and Access Pathway Improvements
• Resurface the walkways connecting the parking lot to the playground, basketball court, and school entry points.
• This will provide safe, ADA-compliant pedestrian routes for students and families entering the school at designated locations.

Preliminary Budget Estimate (Approx.)

Work Item	Estimated Cost
Drainage improvements (deep-sump basin + piping)	$7,500
Parking lot reclaiming and full-depth paving	$200,000
Walkway resurfacing and access improvements	$42,500
Total Estimated Cost	**$250,000**

MassDOT Massachusetts Department of Transportation Highway Division

State Aid Reimbursable Programs Preliminary Estimate Form

Municipality: Medway

Contract #: 135579

Project Name: Burke Memorial parking lot

Program:

Project Location: Burke Memorial Elementary School

Item #	Description of Item	Unit	Quantity	Unit Price	Total Cost
Drainage Work	add CB connect to system				$ 7,500.00
FDR and pave	reclaim and pave				$ 200,000.00
sidewalks	adjoining sidewalk rehab				$ 42,500.00
					$ -
					$ -
					$ -
					$ -
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					$ -
					$ -
Total					$ 250,000.00

When developing cost estimates, municipalities may use the State Aid Reimbursable Programs Estimating Tool (SARPET), which can be found online at www.mass.gov/state-aid-reimbursable-programs-estimating-tool.

Supervisor/Foreman

7/15/26
Date

HED-614 (R)

Local Aid - FSS - PARS Number Report

Project Manager : Evelyn S Densmore
Email : evelyn.s.densmore@dot.state.ma.us
Phone :

- PARS Number Request information

A

		PRC Approved	Advertised	Award	NTP	Completion	End Date
Project Number	**Local Aid - FSS**	10/07/2025					
Project Description	Fair Share Supplemental						
Project Type	Hwy Reconstr - No Added Capacity - (HN)	**Federal Improvement Type**	4R Reconstruction, No Added Capacity				
District	HQ	**Location**	Statewide	**MPO**			
Federal Aid Project Number	N/A						

B

Contract Number	135579	**Start Date**	**End Date**
Vendor Name	TOWN OF MEDWAY	07/21/2026	06/30/2027
Assignment Number	01		
Assignment Description	provided, that not less than $250,000 shall be expended to the town of Medway for parking lot safety improvements at the Burke Memorial elementary school		
Federal Aid Project Number	N/A		

C

Universal CIP ID #	HW26F01001	**MMARS Short Name**	HW26F01001-3
CIP Priority	3 | Expansion	**CIP Division**	HW - Highway
CIP Program	Highway | Roadway Reconstruction		
CIP ANF Item		(MMARS - Program Type)	

D

Fixed asset determination :	No	**Asset Owner :**	City / Town
FA description (FAPRO) :		**Asset Type :**	

- PARS Number and Activity by Funding Source

Project Agreement #	Funding Source	Program	Phase	Amount	Non-Participating Activities	Participating Activities	Status	Status Date

Local Aid - FSS - PARS Number Report

Project Manager : Evelyn S Densmore

Email :
evelyn.s.densmore@dot.state.ma.us

Phone :

NFA	**NFA - ETF-FS NFA - Education and Transportation Fund / Fair Share**			**$250,000.00**				
NFA	Materials and others	XC27FSS177	C11	$250,000.00	023N,024N,025N,050N,051N,053N,054N		Active	07/21/2026

Activity Code	Activity Name	Activity Description
023	Materials Testing	Payments to outside testing companies for materials testing. Also included charges at standard prices for testing performed by the Department at the Materials Division or District laboratories. Department materials personnel assigned full time to a construction job will also use this activity. However, all other Department charges for Materials Testing will be charged to the 530 series of activity codes.
024	Field Engineering	All expenditures incurred in connection with projects actually under construction exclusive of materials testing. Inspections on all construction, reconstruction, betterment and State Aid projects are to be charged to this activity. See activity Code 099 for inspection on Maintenance projects.
025	Final Estimates	All expenditures in connection with final computations and the preparation of final estimates of work done on construction projects listed under Activity Code 024.
050	Contract Payments	All payments to contractors, cities, towns end counties for work done on construction, reconstruction, betterment and state aid projects. This includes mix-in-place or other materials installed by outside contractors. Do not include payments to municipalities to subdivisions thereof for relocating utilities, these are included in Activity Code 054.
051	Force Account Work (by Department Forces)	All expenditures incurred by the Department using its own personnel and equipment in doing any construction, reconstruction and betterment work, and includes any materials installed by Department personnel. This work must be identified by a project number and may be done entirely by force account, in some instances, and in others, may supplement work done on the same project by an outside contractor.
053	Materials Furnished Contractor	The cost of all materials furnished by the Department to a contractor to be incorporated in a construction contract.
054	Payments to Utilities for Rearrangements	All payments to utility companies, cities and towns or subdivisions thereof for work done in relocating utilities in connection with construction projects undertaken by the Deparment.

Commonwealth of Massachusetts Office of the Comptroller

Contract Commodity Encumbrance Form

Document Name	MEDWAY #135579 FY26FSS EARMARK	[3524548]
Document Description	Medway #135579 FY26FSS Earmark	

Document I.D.					MA Information			
Code	Dept	Unit	Document Identifier	Action	Code	Department	Identification Number	Vendor Line
CT	DOT	6433	INTF00X02027A0135579	Entry	MA			

Header / Vendor Information

Budget FY:	2027	Document Total:	$250,000.00				
Fiscal Year:	2027	Vendor Name:	TOWN OF MEDWAY				
Period:	1	Vendor Address:	155 VILLAGE ST	City:	MEDWAY	State:	MA
Board Award:	CH101Acts2026	Vendor/Customer No.:	VC6000191877				
Requester ID:	dotcjv	Address Code:	AD001				
Report Note:		Comment:					

Line #1- Commodity Information

Commodity Code	841015010000	List Price		Description	Medway #135579 FY26FSS Earmark		
Line Type	Service	Unit Price		Contract Amount	$250,000.00	Commodity Ref. Line	
Quantity		Service From	7/21/26				
Unit of Measure		Service To	06/30/2027				

Line #1- Accounting Information

Event Type	PR05	Budget FY	2027	Unit	6433	Major Program		Location	
Line Amount	$250,000.00	Fiscal Year	2027	Object	P01	Program	XC27FSS177	Phase	C11
Dept	DOT	Period	1	Appropriation	15962507	Program Period		Activity	
Line Description	Medway #135579 FY26FSS Earmark			Dept Object		Function			

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

FOR FISCAL USE ONLY

Entered By: _____ (Initial) Date: _____ Verified By: _____ (Initial) Date: _____

Print Name: Evelyn Densmore Signed: Evelyn Densmore Prepared by Title: Municipal Coordination Specialist Phone Ext.: _____ Date: 07/27/2026

Print Name: Cassandra Gascon Signed: Cassandra Gascon Pereira Authorized Signatory Title: Chief of Municipal Aid and Partnerships Phone Ext.: 8852 Date: 07/27/2026

massDOT
Massachusetts Department of Transportation

Request For Allocation of Funds Prior to Encumbrance

Project Number(s)	Encumbrance Document ID			
	Trans	Dept	Unit	Identification Number
	CT	DOT	6433	INTF00X02027A0135579

681

7/27/2026

Funding Source

Capital	☐	Tolls Capital	☐	Tolls General	☐	Federal Grant	☐
Operating	☐	Tolls Operating	☐	Expendable Trust	☐		

Approp No	Obj	Unit	Activity	Program	Phase	N/P	Amount Allocated
15962507	P01	6433		XC27FSS177	C11		$250,000.00
							$250,000.00

Obligation By Fiscal Year for Multi-Year Contracts

	15962507	Total
2027	$250,000.00	$250,000.00
MMARS Total	$250,000.00	$250,000.00

Reason for Request: Medway #135579 FY26FSS Earmark

Contract #: 135579
Vendor ID & Adress Code: VC6000191877 AD001
Vendor Name: TOWN OF MEDWAY
Contract Location:
Contract Description: Medway - FY26FSS Earmark Burke Elementary
Report Notes:

Cost Reduction %:
Current Year Savings:

Recommended by: Evelyn Densmore 07/27/2027
(Signature / Date)

Approved by: Cassandra Gascon Pounds 07/27/2026
(Signature / Date)

Completed by the Budget Office:

Expense Budget Entered By: Matthew Holbrook 7/27/26
(Signature / Date)

Approved by: Jenny Gu 07/27/2026
(Signature / Date)

Completed by the FAPRO (Applies to Capital only):

Approved by: Kostandin Theodhori 07/31/2026
(Signature / Date)

MASSDOT STANDARD CONTRACT FORM

INSTRUCTIONS

The following instructions, Contractor Certifications and the MassDOT Terms and Conditions are incorporated by reference into an executed MassDOT Standard Contract Form. Instructions are provided to assist with Completion of the MassDOT Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the MassDOT Terms and Conditions, which must match the legal address on the 1099I table in Mosaic (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the Mosaic **Vendor Code** assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the Mosaic Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth Mosaic Alpha Department Code: Enter the three (3) letter Mosaic Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

Mosaic Document ID(s): Enter the Mosaic 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the Mosaic encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new or to enter into an Interim Contract with a new Contractor when a current Contractor is unable to complete full performance under a Contract. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, to enter into an Interim Contract with a current Contractor, and. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Interim Contracts

Check this option for an Interim Contract with a new Contractor whenever an existing Contract has been or will be terminated or suspended for any reason or whenever a current Contractor is unable to complete full performance under a Contract. An Interim Contract may be offered to the bidder that offered the next Best Value response under the original procurement and under the same terms and prices offered in that bidder's original response. The duration of an Interim Contract shall be limited to the remaining time available under the duration stated in the original RFR, including any options to renew. If the Department is unable to negotiate a Contract with any of the original bidders who submitted responses, in their original rank order according to Best Value, and under the same terms as offered in their original response, the Department will be required to conduct a new competitive procurement.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to enter into an Interim Contract with a current Contractor when a new procurement will not be completed prior to the expiration of the current Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in Mosaic.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget. Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a

corresponding Mosaic transaction is not needed to support the change. 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.

Interim Contracts. Check this option for an Interim Contract with a current Contractor when a new competitive procurement has been commenced, but due to an unanticipated delay, has not been completed prior to the end of the duration available under the current Contract, as specified in that Contract's original RFR. An Interim Contract may be used to extend the current Contract under the same terms and conditions only for the period necessary to complete the competitive procurement, including the execution of new Contracts.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception. Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

MASSDOT TERMS AND CONDITIONS

Identify whether the MassDOT Terms and Conditions (TC) or the MassDOT IT Terms and Conditions (TC-IT) is incorporated by reference into this Contract. The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the Mosaic encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Check "**YES**" if the contract is subject to the requirements of the Supplier Diversity Program (SDP) as described in the Diverse and Small Business Program Policies for Goods and Services Procurements (and, as applicable, the SDP Policy for Purchase of Service (POS) Procurements and Contracts Policy Overview). Also check "**YES**" if the contracting department has voluntarily included SDP terms in the procurement. Generally, goods and services contracts with an estimated annual value of $250,000 or more, averaged over the life of the contract, executed by Executive Departments as defined by M.G.L. c. 6A, § 2, are subject to these policies. Check "**NO**" if the contract is not subject to these policies and no SDP terms were included voluntarily. If **YES**, enter the Contractor's annual SDP commitment. This commitment is a percentage of sales from the resulting contract to be spent with Certified Partner(s), which must be at least 1%. If the contract will be for the purchase of human and social services (referred to as Purchase of Service or POS) covering a variety of client health care, medical, and non-health care services, then enter the dollar amount commitment for the organization. If **NO**, and the Department is an Executive Department, enter the appropriate exemption from the "Procurements and Contracts Exempt from this Policy" section of the Diverse and Small Business Program Policies for Goods and Services Procurements to explain why the SDP is not applicable to this contract.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". **Rubber stamps are not acceptable.** Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable**. Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. **Electronic or digital signatures are permitted pursuant to the MassDOT Electronic Signature Policy. See Contract and ISA Execution after the COVID-19 State of Emergency.**

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

Authorizing Signature For Department/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractors sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to G.L. c. 62C, s. 49A;, reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department in writing of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking

information of Commonwealth/MassDOT customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, or access to MassDOT systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Security Services and Technology (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under MassDOT's Terms and Conditions or IT Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); M.G.L. c. 149, § 27G (moving office furniture and fixtures); M.G.L. c. 149, § 27H (cleaning state office buildings or buildings leased by the state); M.G.L. c. 6C, § 44 (MassDOT relocation of utilities or utility facility; M.G.L. c. 7, § 22 (contracts for meat products and clothing and apparel); M.G.L. c. 71, § 7A (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations (M.G.L. c. 151 and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); M.G.L. c. 151A (unemployment insurance and contributions); M.G.L. c. 152 (workers compensation and insurance); M.G.L. c. 150A (Labor Relations); M.G.L. c. 153 (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

Federal And State Laws And Regulations Prohibiting Discrimination Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment Oppurtunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); M.G. L. c. 151B (Unlawful Discrimination); M.G.L. c. 151E (Business Discrimination); the Public Accommodations Law M.G.L. c. 272, § 92A; M.G.L. c. 272, §§ 98 and 98A, Massachusetts Constitution Article CXIV and M.G.L. c. 93, § 103; 47 USC § 255 (Telecommunication Act; M.G.L. c. 149, § 105D, M.G.L. c. 151C, M.G.L. c. 272, §§ 92A, 98 and 98A, and M.G.L. c. 111, § 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also Massachusetts Commission Against Discrimination (MCAD) and MCAD links and resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if so qualified.

Limitation of Liability. Contracts may not use the following limitation on liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division and it may not be used if MassDOT is using the IT Terms and Conditions. The term "other damages" in Section 11 of the MassDOT Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided that this in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms of this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders, including but not limited to the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now

existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownerships interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Orders 592 and 599. Executive Order 592 (Advancing Workforce Diversity, Inclusion, Equal Opportunity, Non- Discrimination, and Affirmative Action). Executive Order 599 (Reaffirming Programs to Ensure Diversity, Equity, and Inclusion for Diverse and Small Massachusetts Businesses in State Procurement and Contracting. All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 § 61(u). These provisions shall be enforced through the contracting Department, the Operational Services Division, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanction.

Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy

Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company (must match Form W-9 tax classification)

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number)
Town of Medway	VC6000191877

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form. **1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Nolan Lynch		Deputy DPW Director	774 278 3626	nlynch@medwaymass.gov
Peter Pelletier		DPW Director	774-377 5712	PPelletier@townofmedway.gov
Michael Boynton	Michael E Boynton	Town Manager	508 533 3264	mboynton@medwaymass.gov

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature: Michael E Boynton	Date: 7/16/2024
Print Name: Michael E. Boynton	Phone Number: (508) 533-3264
Title: Town Manager	Email Address: mboynton@medwaymass.gov

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

TOWN OF MEDWAY
NOTICE OF GRANT AWARD

DEPARTMENT: DPW DATE: 10/5/2026

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Nolan Lynch

NAME OF GRANT: Fair Share Supplemental Budget Earmark

GRANTOR: Massachusetts Department of Transportation

GRANT AMOUNT: $250,000

GRANT PERIOD: 7/21/26- 6/30/27

SCOPE OF GRANT/ ITEMS FUNDED: Reconstruct Burke/Memorial parking lot

IS A POSITION BEING CREATED: NO

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING TOWN FUNDS REQUIRED? _____

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF TOWN FUNDS TO BE USED:

ANY OTHER EXPOSURE TO TOWN?

Road and Sidewalk Money is also paying for a portion of this project.

SELECT BOARD:

ACTION DATE _____

DEPARTMENT HEAD MUST SUBMIT THIS FORM AND A COPY OF THE GRANT APPROVAL TO THE TOWN MANAGER'S OFFICE FOR APPROVAL BY THE SB TO EXPEND THE FUNDS RECEIVED FOR THE PURPOSE OF THE GRANT *MGL 44 S53A*

ONCE APPROVED - ORIGINAL TO TOWN ACCOUNTANT

AGENDA ITEM #4

Approval of Minutes:
September 21, 2026

Associated backup materials are attached:

- *Draft Minutes – September 21, 2026*

Select Board Meeting
September 21, 2026, 7:00 PM
Sanford Hall, Town Hall
155 Village Street

Present: Dennis Crowley, Chair; Maryjane White, Vice-Chair; Frank Rossi, Clerk; Glenn Trindade, Member; Todd Alessandri, Member

Staff Present: Michael Boynton, Town Manager; Allison Potter, Assistant Town Manager; Sandy Johnston, Communications Director; Barbara Saint Andre, Community and Economic Development Director; Pete Pelletier, DPW Director; Nolan Lynch, Deputy DPW Director; William Kingsbury, Chief of Police; Lauren Swarthout, Detective Sergeant

****

At 7:00 PM, Mr. Crowley called the meeting to order and led the Pledge of Allegiance.

Recognition of the Sunshine Group Staff and Campers

There are no associated backup materials

Mr. Crowley opened the meeting by recognizing the Sunshine Group staff and campers, noting that he, Ms. White, and Mr. Trindade visited their camp talent show and felt it necessary to have them come before the Board to promote their program. Jess Peck introduced herself as the director of the Sunshine Group, alongside Jane Fraser, program coordinator, and Mark SanClemente, assistant director. She explained that the six-week summer program for students with and without disabilities provides socialization, learning, and behavioral growth. This summer program is run by special education teachers and maintains strong partnerships with Medway Public Schools, Medway Housing, and local occupational, physical, and speech therapists. Ms. Fraser explained that it is a half-day program featuring daily activities, weekly field trips to nearby splash pads, sensory-friendly private movie theater rentals, and an annual talent show that achieved a 98% participation rate this year. She also highlighted an upcoming partnership with the Little Gym in Town, noting that while the Sunshine Group is a 9 a.m. to 12 p.m. program, many students attend the Little Gym's afternoon program for a full day of activities. Ms. Peck highlighted their growing enrollment, which reached 102 students this past summer, with 41% having identified needs. Mr. SanClemente discussed how they hire local high school students and previous participants as CITs, building their passion for education and mentoring future generations. Mr. Crowley praised the program's impact and asked about town-provided funds and camper tuition, implying that without the town-allocated funds, the camp operates on a tight budget. Ms. Peck noted that 73% of their attendees are Medway residents, with the program costing $500 for residents and $700 for out-of-town families. Mr. Rossi inquired about advertising and staff size, to which Ms. Peck responded that they currently have 35 staff members, and that while they rely heavily on word of mouth from existing participants and families, they also maintain a website and distribute flyers. Furthermore, because the leaders work in different school districts, they spread awareness within their own and neighboring communities. Ms. White commented on the program's uniqueness, stating that no other surrounding towns offer this kind of program for their residents. Mr. Alessandri inquired about grant funding and private donor outreach; Ms. Peck responded that any extra money would be used to hire additional staff to provide essential one-to-one or two-to-one attention for students who need it most. Finally, Mr. SanClemente, Ms. Fraser, and Ms. Peck closed the discussion by thanking the Board and the DPW team for ensuring Oakland Park was ready for use, with a well-maintained area and a new weatherproof tent.

Public Comment

There are no associated backup materials

Mr. Crowley kindly asked if any residents were to make public comments about the Flock cameras, to save them until after the presentation from the Chief of Police was made.

There was no other public comment.

Select Board Community Announcements

There are no associated backup materials

Mr. Trindade announced that the Medway Amateur Basketball Association is holding travel basketball tryouts for grades three through eight this Thursday and Friday, while noting that sign-ups for their in-town weekend intramural program running from December through February are currently open on their Facebook page.

Ms. White and Mr. Alessandri discussed upcoming community events such as Porch Fest, the Town-Wide Yard Sale, and the annual Police Chase 5k Run, all on Saturday, September 26th. Mr. Rossi noted that the Medway Community Farm is one of the biggest locations for the Porch Fest event.

Mr. Crowley reminded residents that map pickups for the Town-wide yard sale are available at the Parks and Recreation building, 123 Holliston Street, and that the Historical Society's Jacob Ide House will be celebrating its grand opening on Saturday, October 3rd.

Appointment Consideration: Municipal Complex Building Committee – Mary Beaumont

The Board reviewed Mary Beaumont's Resume

Mr. Boynton noted an opening on the committee and strongly recommended Ms. Beaumont due to her experience and the request from the Chair of the Municipal Complex Building Committee, Tim Harris, to appoint her. Mary Beaumont of 4 Stoney Ridge Road introduced herself as a commercial interior designer and former construction project manager for Mass General Brigham with extensive experience in commercial furniture, fixtures, and equipment. Mr. Trindade commented that Medway is fortunate to have residents with such specialized expertise volunteering for the largest project the Town has taken on. The Board commended her for volunteering and welcomed her appointment.

Mr. Trindade moved that the Board vote to appoint Mary Beaumont as a member of the Municipal Complex Building Committee for a three-year term expiring on December 31, 2029. Seconded by Ms. White. VOTE 5-0-0.

Public Hearing: Comcast Cable License Renewal (Ascertainment Phase)

The Board reviewed the memo from Allison Potter and the current contract with Comcast with Forms 200&400 and Forms 500 (Complaint logs)

Mr. Trindade moved that the Board open the ascertainment phase public hearing for the renewal of the Comcast cable television licenses. Seconded by Mr. Alessandri. VOTE 5-0-0.

Mr. Boynton provided historical context, explaining that cable license renewals were highly leveraged events 40 years ago when providers like Comcast held a monopoly over single-coaxial networks. This process has shifted due to the introduction of Verizon's fiber network and the rise of modern streaming services. He noted that today's ascertainment phase, which evaluates whether the public still needs local cable services, is heavily regulated by the FCC, and while streaming has cut into subscriber profits, local cable remains essential for broadcasting public meetings. Mr. Potter noted the interface and the absence

of a formal proposed renewal license from Comcast at this early stage. Mr. Crowley stated that the contract is mostly standard with pricing already largely negotiated.

Mr. Crowley asked for Public Comment

There was no public comment

Mr. Trindade moved that the Board close the public hearing. Seconded by Ms. White. VOTE 5-0-0.

Mr. Rossi asked about the timeline, given that the process starts roughly two years before the contract expires. Mr. Boynton answered that this public hearing starts the contract renewal process. Mr. Trindade recalled serving on the negotiating team 20 years ago alongside John Foresto, a former Select Board member. He stated that the Town had strong leverage because Comcast used the Town's Highland Street water tank for broadcasting without paying rent. Mr. Boynton added that past negotiations used to secure major capital grants, studios, and mobile vans, whereas current negotiations primarily focus on preventing step-backs in fee structures as providers continuously point to decreasing subscriber numbers.

Approval:

The Board reviewed the memo from Barbara Saint Andre, CED Director, and the application from the Local Initiative Program, & the License Agreement between the Town of Medway and Hidden Acre Farm, LLC

a. Local Action Units for 39 West Street Multi-Family Development

Barbara Saint Andre, Community and Economic Development Director, explained that this application is necessary to submit the project's affordable units to the Executive Office of Housing and Livable Communities (EOHLC) so they can eventually be added to the Town's Subsidized Housing Inventory (SHI) once built and occupied. Mr. Crowley raised strong concerns about the state's pricing guidelines after noticing a one-bedroom affordable unit was priced at $2,571, nearly matching the standard market-rate units. Ms. Saint Andre clarified that Medway is unfortunately grouped into the same high-cost HUD geographic median income area as Boston, Cambridge, and Brookline, which drives up affordable rent prices. She verified that the math strictly follows state formulas and noted that, unlike market-rate rents, affordable rents are tightly regulated and cannot be raised without Board approval. Mr. Crowley expressed frustration regarding state-mandated MBTA zoning that forces higher-density projects like this 24-unit development onto local communities without municipal discretion. Mr. Alessandri inquired about the percentage of affordable units, asking whether rounding rules would hurt the Town's 10% threshold since the 24 units only allow two affordable units. Ms. Saint Andre explained that under MBTA community zoning rules, communities are strictly prohibited from rounding up their affordable units, unlike standard inclusionary zoning where fractional units might involve cash payment to the Town, or 40B comprehensive permits requiring 25% affordable units, meaning the two units are the correct legal requirement.

Mr. Trindade moved that the Board vote to approve the Local Action Unit application submitted through the Local Initiative Program for two affordable housing units at the 39 West Street multi-family rental development and authorize the chair to execute it. Seconded by Ms. White. VOTE 5-0-0.

b. License Approval: Hidden Acre Farm, LLC

Mr. Boynton explained that the operators have successfully assisted with haying and agricultural work on the Lovering Street parcel for several years and are seeking to renew their license agreement.

Mr. Trindade moved that the Board vote to approve the License Agreement between the Town of Medway and Hidden Acre Farms LLC for the purpose of haying and pasturing cows on a portion of Town-owned land at 74 Lovering Street and to authorize the chair to execute the agreement. Seconded by Mr. Alessandri. VOTE 5-0-0.

Discussion/ Vote: Adding Restricted Parking Zones at Lovering Heights

The Board reviewed the Memo the Chief of Police requested a Select Board Vote

Chief Kingsbury shared that the issue arose when housing officials at Lovering Heights requested sign replacements and discovered that the parking signs, estimated to have been placed when the development was built in the 1960s, had never been voted on by the Board. Chief Kingsbury noted that after consulting with the Fire Department, housing authority, and DPW, all parties agreed that the historical layout was correct and should remain unchanged, requiring them to formalize this agreement so new signs could be installed. This will ensure there is no parking on the south side of Lovering Heights and 15-minute parking on the north side. When Ms. White asked if police regularly patrol or watch the area, Chief Kingsbury explained that while there are typically no issues, adopting these rules is necessary so they could refer to the signage when occasional problems arise.

Mr. Trindade moved that the Board vote to approve the suggested parking restrictions at Lovering Heights which include no parking on the south side of Lovering Heights from Lovering Street to the edge of the Culde-Sac and only allowing 15-minute parking on the north side of Lovering Heights from the Cul-de-Sac to Lovering Street. Seconded by Ms. White. VOTE 5-0-0.

Report: Police Department – Flock ALPR Cameras

The Board reviewed the report to the Select Board from the Chief of Police regarding Flock Cameras & Two Draft Flock Policies

Mr. Crowley opened this agenda item, reiterating that public comments would follow a presentation by Police Chief William Kingsbury. Chief Kingsbury introduced himself and internal Flock camera expert, Detective Sergeant Lauren Swarthout, explaining that Flock uses static cameras to capture rear license plates, timestamps, vehicle types, make, colors, state registrations, and specific identifiers like roof racks or bumper stickers. He noted that the department has operated eight cameras at Town entry points for the last four years, two funded by the department and six supported by a Department of Justice grant of about $18,000 per year. Clarifying that the system does not identify vehicle owners or drivers directly, Chief Kingsbury explained that officers must use separate, password-protected accounts and log a specific law enforcement reason and associated offense every time they use the system, with unauthorized personal use treated as a crime punishable by termination. He compared the system's strict regulatory framework to the FBI-managed CJIS database, noting that Medway's agreement requires that they follow those same guidelines. He added that the department has never made, nor will ever make, an arrest based on Flock data alone. Addressing public concerns, Chief Kingsbury stated that the contract explicitly prohibits selling data and that Flock deletes all collected information after thirty days, with the Town considering a reduction to seven days. While Flock may use a fraction of de-identified images (less than 1%) for product training and development, the system meets stringent CJIS and DCJIS cloud security standards, and the Town does not subscribe to features involving video sharing. He firmly emphasized that Medway strictly prohibits sharing data with ICE for civil immigration enforcement or with outside agencies for medical investigations. He added that facial recognition is disabled because it is legally restricted for Massachusetts police to use without judicial authorization. Medway shares data exclusively with vetted, reciprocal law enforcement agencies rather than federal bodies, and the Town can audit outside searches for justification. Chief Kingsbury introduced a set of draft policies for the Board's review, after which they will be opened for public comment, while Detective Swarthout highlighted a newly built transparency portal displaying search history metrics, monthly volumes, and department success stories.

Concluding his presentation, Chief Kingsbury cited several successful cases, such as locating missing elderly individuals with dementia, finding a suicidal teenager within 20 minutes, and tracking suspects in armed robberies and hit-and-runs, recommending that the Town keep the cameras under strict training, oversight, and refined policies rather than enacting a ban.

Detective Swarthout reiterated that the Flock-integrated transparency portal will display search frequency, search types, reasons for searches, and success metrics to the public. When Mr. Crowley asked for clarification on Flock's allegations that they sell data, Chief Kingsbury stated that the contract explicitly prohibits this and would be rendered void if they were ever found to be selling the Town's data, adding that he has seen no evidence of the company facing legal action for such practices. Prompted by Mr. Crowley to explain the operational process, Detective Swarthout detailed that when Medway officers receive a call, broadcast, or BOLO from an outside agency, they can input the relevant data to check if and when a vehicle passes through town. She explained that the system requires the officer's login, a specific reason for the search, and the associated offense, with mandatory monthly audits conducted by both Flock and Medway to track search frequency and justifications. Mr. Alessandri asked what penalties exist if Flock was found guilty of selling data, to which Chief Kingsbury replied that it would void the contract and allow the Town to sue for breach of contract, though doing so would require official town action. Mr. Trindade noted that the cameras only capture license plates and vehicle details, and any corresponding owner information must be found through a separate database accessible to the police department. Ms. White then asked how neighboring towns dropping Flock impacts Medway; Chief Kingsbury explained that it shrinks the shared network, noting that some towns that canceled their systems have already called Medway to ask for assistance tracking criminal suspects across town lines. Addressing public fears regarding ICE data sharing, Chief Kingsbury reiterated that assisting with civil immigration enforcement is illegal in Massachusetts and that the newly effective Protect Act enforces stringent limitations on data sharing with federal authorities. Finally, after Chief Kingsbury confirmed there are no plans to purchase new cameras in response to an inquiry from Mr. Crowley, the discussion was opened for public comment.

Michael Fahey of 28 Village Street began by clarifying that he deeply respects the Medway Police Department and places no blame on anyone in Town; he then introduced himself as the author of the citizens' petition to ban Flock cameras. He explained that his primary concerns are with the company, specifically its lack of transparency, noting the absence of a public hearing from Flock when these cameras were first installed and the potential for abuse when an abundance of automated license plate readers (ALPRs) allows for the creation of a vast tracking network. Mr. Fahey highlighted issues regarding nationwide credential access, the lack of independent third-party auditing, the use of data for model training, and concerns that the system could evolve into a national database where authorized users can access information at any time. When Mr. Crowley noted that Medway uses the system properly even if other agencies misuse theirs, Mr. Fahey confirmed that his core objection is what Flock does with the data after capture. While Chief Kingsbury noted he was unaware of any government lawsuits against Flock, Mr. Fahey pointed to existing class action lawsuits. Ms. White then reiterated that the cameras only capture vehicle attributes like make, model, color, and license plate without identifying drivers or owners, questioning what hackers would do with such data. Mr. Fahey countered that Flock’s "de-identification" for model training is easily reversed and that the software incorporates facial recognition API capabilities to synthesize data across multiple points. Mr. Alessandri challenged these points, arguing that smartphones and home security devices pose similar privacy risks and asked why there is peak scrutiny on Flock compared to everyday multi-million-dollar tech companies. Mr. Fahey responded that major companies like Apple and Google operate under stricter terms and conditions and reiterated that Flock has a massive valuation regarding their camera leasing programs. This prompted Mr. Trindade to state that corporate valuation is irrelevant to the privacy issue while emphasizing that the cameras serve critical safety functions like alerting 911 dispatchers to accidents. Following a back-and-forth discussion, Mr. Fahey concluded by offering his time to continue the conversation with the Select Board members.

Fred Hopke of 11 Holbrook Street expressed concern over the government's growing surveillance capabilities and database visibility, while clarifying that he respects the intentions of the Medway Police Department. He asked how automated data sharing works across regional areas. Detective Swarthout explained that agencies must grant permission and choose which other agencies they share data with, noting that audits can track network access from outside agencies. When Mr. Hopke pressed further on whether Medway's data was accessed by districts like Braintree and Lynn, Detective Swarthout confirmed it was, while clarifying that internal audits show when outside agencies access their data and what information they were searching for, without revealing the specific user. Mr. Trindade defended the technology by arguing that bad behavior stems from individual departments failing to revoke access for former or rogue officers rather than from the Flock system itself. Mr. Hopke then asked if the Town could adopt alternative methods to prevent bad actors from accessing Medway's data, pointing to Ontario's system, which prompted a brief debate with Mr. Alessandri over database storage versus instant data. Mr. Hopke explained that storing data for extended periods enables unnecessary surveillance on innocent citizens that violates privacy principles. Mr. Boynton weighed in, validating the community's privacy concerns while asserting that the cameras serve as a vital, life-saving tool for the Medway Police Department, ultimately recommending that the upcoming contract be renewed while the department and Board refine the governing policies. Responding to contract inquiries from Mr. Crowley, Chief Kingsbury confirmed that the agreement can be canceled or modified at any time, leading the Board to agree to let the Chief update the policies, bring them back for public review and comment, and move forward with renewing the contract.

Vote: Close November 9, 2026, Fall Town Meeting Warrant and Refer the Zoning Articles to the Planning and Economic Development Board

The Board reviewed the 2026 Draft Fall Town Meeting Warrant

Mr. Rossi moved the Board to close the November 9, 2026, Fall Town Meeting warrant and refer the Zoning Articles to the Planning and Economic Development Board. Seconded by Mr. Trindade. VOTE 5-0-0.

Approval of Minutes: September 8, 2026

The Board reviewed the draft minutes from September 8, 2026

Mr. Rossi moved that the Board approve the minutes from September 8, 2026, as presented. Seconded by Mr. Trindade. VOTE 5-0-0.

Action items from Previous Meeting

The Board reviewed the action items dated August 10, 2026

This agenda item was not discussed.

Town Manager's Report

There are no associated backup materials

This agenda item was not discussed.

This time is being reserved for topics that the Chair did not reasonably anticipate would be discussed

There are no associated backup materials

Mr. Rossi complimented Mr. Pelletier, Mr. Lynch, and the DPW department on finishing the Holliston Street final paving and the work at Matondi Square.

Mr. Crowley asked if the sewer capacity agreement with the Town of Franklin was executed with the necessary signatures; Mr. Boynton confirmed and explained that they are awaiting funding. The $1.575 million cost for 150,000 gallons of future capacity will be covered by $500,000 in a special revenue account from the 39 Main Street development agreement and $1.075 million from sewer retained earnings, with $800,000 of that latter amount being reimbursed by private funds from the Heritage on Main development when they submit building and occupancy permits. Mr. Crowley highlighted that this secures a 20-to-40-year future solution without requiring major increases in sewer rates. He emphasized that the purchase is for long-term growth rather than the immediate needs of the Town.

Select Board Reports

There are no associated backup materials

Mr. Crowley praised the evening's respectful dialogue and reminded residents of the importance of being informed about Town affairs.

Mr. Trindade moved to adjourn at 9:03 PM. Seconded by Ms. White. VOTE 5-0-0.

Respectfully submitted,
Sophie Boucher
Executive Assistant
Town Manager’s Office

AGENDA ITEM #5

Action Items from Previous Meeting

Associated backup materials are attached:

- *Action Items dated 8-10-2026*

	DATE	ACTION ITEMS BOS	WHO	DUE - COMPLETED
1	7/6/2010	Street Acceptance Progress & Performance Security	CED	Ongoing
2	IWRMP Task Force Mtg	Unaccounted for water loss status report & CRPCD Volume Report	DPW + Water Superintendent	May 2027
3	11/5/2018	Conservation Restrictions for Town Owned Land	TM & Conservation Offices	Ongoing
4	12/3/2018 9/16/2019	Report to BOS usage of Electronic Vehicle Charging Stations and Revisit EV Charging Stations post Install of 2 new to determine any need for rate adjustments	DPW	May 2027
5	2/3/2020	Updated Road and Sidewalk plan	DPW	February 2027
6	12/5/2022	Milford Street Project	DPW	Ongoing
7	2/3/2025	Monitor Progress of MEC Relative to Revenue	TM	Ongoing
8	10/6/2025	Discuss Federal Stormwater Improvement Grant	DPW	June 2027
9	3/2/2026	Historical Society Financial Report of 158 Main Street - Ide House	Historical Society	April 2027
10	6/29/2026	Medway Community Farm Annual Report to Select Board	Medway Community Farm	April 2027

AGENDA ITEM #6

Town Manager's Report

No associated backup materials.

AGENDA ITEM #7

This time is being reserved for topics that the Chair did not reasonably anticipate would be discussed

No associated backup materials.

AGENDA ITEM #8

Select Board Reports

No associated backup materials.